

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, August 7, 2012

4:30 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 June 17, 18, 21 and 28, and July 2, 3, 16 and 17, 2012, meetings

V. PRESENTATION AGENDA**VI. POLICY AGENDA****VI.-1** 2012-0974

Adopt Resolution determining the following properties are in such a state of uncleanness 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 Manager.

Attachments: CondemnationMemo 8-7-12
 Res. Unsafe Properties
 Signed Resol. unsafe property RES 2012-64-82

VI.-2 2012-0029

Adopt Resolution setting Public Hearing before City Council on Monday, September 17, 2012 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Attachments: September 17 2012 PH
 Executed set hearing9.17.12 RES 2012-83

VI.-3 2012-0986

Adopt a Resolution approving the issuance of a Free Port Warehouse exemption to CCM Wholesale, LLC on the inventories of Finished Goods.

Attachments: CCM Warehouse resol
 CCM Warehouse application
 executed CCM Warehouse resol 2012-84

VI.-4 2012-1008

Adopt Resolution and Order to Condemn Property, or a portion thereof, to be acquired from multiple parties as listed below for the Rails to Trails-Gateway to Main Project No. HPP-0210-00(015) LPA 105214-801000.

Parcel No.	Owner
2-028H-05-277.00	Arnold Royce Freeman, Sr.
2-028H-05-279.00	Arnold Royce Freeman
2-028H-05-283.00	Edna G. Johnson
2-028J-05-006.00	The Board of Trustees fo Institutions of Higher Learning of the
	State of Mississippi on the behalf of the University of
Southern Mississippi	
2-029E-04-028.00	Gordon M. Lackey
2-029E-04-030.00	Jonathan and Tonna Gaines
2-029E-04-039.00	David LaRue Saulters
2-029G-03-608.00	R. A. Hudson
2-029L-09-040.00	Hercules, Inc. f/k/a The Hercules Powder Company

Attachments: Order to Condemn
 Executed Condemn order RES 2012-85

VI.-5 2012-1019

Adopt a Resolution stating a firm commitment to comply with National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project R-103-205-02-KED.

Attachments: Resolution.National Policy
 executed Resolution.National Policy RES 2012-86

VI.-6 2012-1020

Adopt a Resolution stating a firm commitment to comply with Annex A of the Grant Agreement for Katrina Supplemental Community Development Block Grant Economic Development Project No. R-103-205-02-KED.

Attachments: Resolution.Annex A
 executed Resolution.Annex A RES 2012-87

VI.-7 2012-1022

Adopt a resolution creating an Excessive Force Policy; adopt a resolution creating an Anti-Displacement and Relocation Plan and approve the publication of a Notice of Availability of said plan; adopt a resolution creating a Section 3 Plan and approve the publication of three Public Notices related to said plan; adopt written policy and procedures in keeping with the Immigration Reform and Control Act of 1986; and adopt a Lead-Based Paint Policy; said resolutions, plans and policies maintain City of Hattiesburg's compliance with requirements for U.S. Department of Housing & Urban Development programs.

Attachments:

Hattiesburg Excessive Force Resolution

Anti-Displacement Resolution

Anti-Displacement Plan

Anti-Displacement Plan NOTICE OF AVAILABILITY

SECTION 3 Resolution

Section 3 Plan

SECTION 3 Public Notice #1

SECTION 3 Public Notice #2 & #3

Hattiesburg IMMIGRATION REFORM AND CONTROL ACT OF 1986

Lead Based Paint Policy

Executed Policies RES 2012-88-90

VI.-8 2012-1002

Approve or Deny the petition filed and represented by Donna A. Ali of Community Connections Inc., Owner, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Sections 102, 104, and 109, to subdivide a property located at 614, 620, 710, 714, 716, 720 Barkley Road (Parcels 041A-27-001.08, 041A-27-001.07, 041A-27-001.03, 041A-27-001.04, 041A-27-001.02, 041A-27-001.01, PPIN 042484, 042483, 041882, 041883, 041817, 041720, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments:

Barkley Road -6 Lots to Subdivide (Minutes and Packet)

VI.-9 2012-1005

Approve or Deny the petition filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 805 Hardy Street (204 and 206 Dearborne St.) Minutes and Packet

VI.-10 2012-1006

Approve or Deny the petition filed and represented by Neel-Schaffer, Inc. (Patrick Furr & Jennifer Nobles), Owner, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 704 Hardy Street (Minutes and Packet)

VI.-11 2012-1007

Approve or Deny the petition filed and represented by the Trustees of Antioch Baptist Church (L.C. Powell, Sr.), Owner, as required in the comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 1100 John Street (Minutes and Packet)

VI.-12 2012-1009

Approve or Deny the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 1406 and 1409 Penton Avenue (Minutes and Packet)

VI.-13 2012-1011

Approve or Deny the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 512 Tuscan Avenue (Minutes and Packet)

VI.-14 2012-1021

Authorize the Mayor to execute all necessary documents for the second closing of the Hub City Lofts Downtown Development Project, HCL Leverage Lender, LLC, (formerly Hub City Lofts, LLC) related to the Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority approved at MB 2012-1/10

Attachments: Hub City Lofts Agreement
09 Hub City Intercreditor Agreement (BS v2 07 12)
Hub City - New CDBG Loan - Guaranty - Isis Development Group (BS 08 03 1
Hub City - New CDBG Loan - Guaranty - Rob Tatum (BS 08 03 12) (2)
Hub City - New CDBG Loan - Loan Agreement (BS 08 03 12) (2)
Hub City - New CDBG Loan - Promissory Note (BS 08 03 12) (2)
Hub City - NEW CDBG Loan - Security and Pledge Agreement (BS 08 03 12) (
1059 001
Amendment to memorandum

- VI.-15** 2012-0975 Authorize Mayor to execute agreement between the University of Southern Mississippi and the City of Hattiesburg Fire Department to provide Fire Protection and Related Services for a one (1) year term, from July 1, 2012 to June 30, 2013, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Attachments: USM Fire Protection Contract 2012
 USM Fire Protection Contract 2012 copy
 Executed agreement.USM

- VI.-16** 2012-0988 Authorize the Mayor to enter into an Agreement with Cellular South, Inc (C-Spire Wireless) for cellular service for the City of Hattiesburg for a minimum of two (2) years.

Attachments: City of Hattiesburg - Supplemental Agreement - July 11 2011.pdf
 executed City of Hattiesburg - Supplemental Agreement - July 11 2011

- VI.-17** 2012-0976 Authorize Mayor to execute the FY2012 Application for Assistance to Firefighters Grant to be administered by FEMA and The United States Department of Homeland Security.
(The grant will be used for requested equipment as: Foam Trailer)

.Expenditure Type

Grant Application

Attachments: Fire Grant Application

- VI.-18** 2012-0964 Authorize Supplemental Agreement to the Professional Services Agreement with Neel-Schaffer, Inc. for the 4th Street Expansion Project Phase I (Project No. HPP-8750-00(003) LPA 104873-801000) dated July 17, 2007; Authorize Mayor to execute said agreement in triplicate.

Attachments: Neel-Schaffer Supplemental Agreement
 Neel-Schaffer Supplemental Agreement Contract
 executed Neel-Schaffer Supplemental Agreement Contract

VI.-19 2012-1001

Approve amendment to agreement with AT&T for Interact Public Safety Software, Approved at minute book number 2011-5 pg 531-544, .

Attachments: amendmentagreement at&t.pdf
executed amendmentagreement at&t

VI.-20 2012-0989

Declare Purchase of Envion Insecticide in the amount of \$24,000.00 as an Emergency Purchase due to the threat of West Nile Virus in accordance with Mississippi Code 31-7-13 Section K, 1972.

Attachments: Memo from Andy Ferguson

VII. ROUTINE AGENDA**VII.-1** 2012-0967

Acknowledge receipt of monthly budget report ending July 31, 2012 on permanent file in the clerk's office.

Attachments: All Expenditures of JULY 2012
All Revenues of JULY 2012

VII.-2 2012-0987

Acknowledge receipt of two-bid purchase docket report for period of June 26, 2012, through July 26, 2012 as provided for in Section 31-7-13(B) of the Mississippi Code of 1972.

Attachments: 08-07-Two Quote Docket.pdf

VII.-3 2012-0959

Acknowledge receipt of forfeiture of (1) one 1999 Toyota Camry and authorize said vehicle to be placed on the Hattiesburg Police Department inventory.

Attachments: Forfeiture Vehicle

VII.-4 2012-0958

Acknowledge receipt of (3) three checks totaling \$4,338.80 from the State of Mississippi to the Hattiesburg Police Department, and authorize monies to be placed in the Hattiesburg Police Department's Forfeiture Fund.

Attachments: Checks for Forfeiture Fund

VII.-5 2012-0985

Acknowledge receipt of Patents of transferred property from the State of Mississippi and recording the same.

Attachments: Patents 79174 79175

VII.-6 2012-0971

Acknowledge receipt of Permanent Utility Easement from MVJ, LLC, for County Tax Parcel No. 2-028B-05-151.00 for the construction and maintenance of an existing and a proposed sewer line as needed for the 592 West Sewer Improvement Project.

Attachments: 20120723100352

VII.-7 2012-0979

Acknowledge receipt of a Street Deed conveyed unto the City of Hattiesburg by York Real Estate Company and KRE, LLC for property described as Lamar County Tax Parcel No. 051P-11-027.000 and more particularly described in the attached deed; Accept said street for maintenance and upkeep.

Attachments: Street Deed - West Park Drive

VII.-8 2012-0980

Acknowledge receipt of a Permanent Utility Easement from Camelot Apartments, Inc. DBA Fountainbleau Apartments for a portion of Forrest County Tax Parcel No. 2-028E-06-137.00 for the construction and maintenance of a proposed sewer line.

Attachments: Camelot Apts Exhibit Signed

VII.-9 2012-0982

Acknowledge receipt of a Permanent Utility Easement from Lexington Apartments for a portion of Forrest County Tax Parcel No. 2-028F-06-076.00 for the construction and maintenance of a proposed sewer line.

Attachments: Lexington Utility Easement for City of Hattiesburg

VII.-10 2012-0999

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase I, project No. HPP-8750-00-(003) LPA 104873-801000, as listed below:

Parcel No.	Owner	Document Type
2-028I-08-311.00 Right of Way	The House of the Lord FGBC	Warranty Deed /
2-028I-08-238.00 Right of Way	Heritage Investments, Inc.	Warranty Deed /
2-028I-08-238.00 Construction Easement	Heritage Investments, Inc.	Temporary
2-029L-09-037.00 Construction Easement	Anointed Word Ministries	Temporary
2-028J-08-013.00 Order C012-0329	SFT, LP	Eminent Domain
2-028J-08-127.00 Order C012-0387	Sandra Willis	Eminent Domain
2-028I-08-239.00 Order C012-0328	Larry T. Johnson	Eminent Domain
2-028J-08-015.00 Order C012-0382	Michelle M.G. Hill	Eminent Domain
2-028J-08-015.01 Order C012-0384	Michelle M.G. Hill	Eminent Domain
2-028J-08-015.02 Order C012-0385	Michelle M.G. Hill	Eminent Domain
2-028I-08-171.00 Order C012-0388	Chinaberry Properties, LLC	Eminent Domain
2-028I-08-242.00 Order C012-0381	Lucille Reed	Eminent Domain

Attachments: Recorded Deeds 8-7-12

Recorded Deeds 8-7-12

VII.-11 2012-1012

Approve payment Application No. 6 and Final Payment to The Creel Company, Inc. in the amount of \$42,852.20 for construction services rendered on the James Street Water Plant Rehabilitation Phase II Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Attachments: NOTICE OF FINAL SETTLEMENT-James St

Closeout Documents

VII.-12 2012-1013

Approve payment Application No. 11 and Final Payment to Greenbriar Digging Service L.P. in the amount of \$68,998.75 for construction services rendered on the Wesley Water Tank Treatment Plant Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Attachments:Closeout DocumentsAs Built PlansNOTICE OF FINAL SETTLEMENT-Wesley Treatment Plant**VII.-13** 2012-0997

Acknowledge bids received on July 26, 2012 for the Widening of Hardy Street between 21st Ave and Hwy 49 (MDOT Project No. HPP-6098-00(007) LPA 105194-801000); accept bid of \$985,644.52 from Dunn Roadbuilders of Laurel, MS contingent upon MDOT concurrence; authorize Mayor to execute contract for said project.

Attachments:Bid Tab Cover LetterBid Tab**VII.-14** 2012-1023

Acknowledge no bids were received on August 2, 2012 for Kamper Park Asphalt Tennis Courts Surfacing for the Parks and Recreation Department and authorize Re-Publication of advertisement of the same.

Attachments:Specifications- Tennis Court SurfacingNotice to Bidder- Kamper Park Tennis Court Surfacing**VII.-15** 2012-1017

Authorize advertisement of Notice of Tax Increase and Public Hearing on Proposed Budget and Proposed Tax Levies for the City of Hattiesburg for FY 2012-13

Attachments:Proposed Tax Levies Hearing

VII.-16 2012-1014

Approve the plans and specifications for the Drainage Improvements to Gordon's Creek at the VFW; Authorize the advertisement for bids for same.

Attachments: 1292 CreekPlans 2012-07-30
1292 Specs
1292-Advertisement for Bids
executed 1292-Advertisement for Bids

VII.-17 2012-1015

Approve the plans and specifications for the Drainage Improvements to Mineral Creek at J. Ed Turner Road; Authorize the advertisement for bids for same.

Attachments: 1292-Advertisement for Bids JET
NRCS Mineral Creek Plans
Mineral Creek Contract Docs and Specs
executed 1292-Advertisement for Bids JET

VII.-18 2012-0998

Approve sale of grave spaces per attached memo.

Attachments: Deeds to Cemetery lots
executed Deeds to Cemetery lots

VII.-19 2012-1004

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

Attachments: MEMORANDUM-Manual Checks-CDBG
CDBG Supporting Docs

VII.-20 2012-1003

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

Attachments: MEMORANDUM-Manual Checks-HOME
HOME Supporting Docs

VII.-21 2012-0984

Approve Claims Docket for the period ending July 31,2012.

Attachments: Docket 7.31.12
ADDENDUM 8.7.12
ADDENDUM 8.7.12 (2)

VII.-22 2012-0962

Acknowledge receipt of bids received on July 5, 2012, and accept the bid of Waters International Trucks of Hattiesburg, Ms, in the amount of \$304,840.28 for a new positive displacement blower combination sewer cleaner truck as being the lowest and best bid received.

Attachments:Bid DocumentsWaters International



City of Hattiesburg, MS

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

Master

File Number: 2012-0974

File ID: 2012-0974

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/23/2012

Brief Title: Condemnation Resolution

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/260

Title:

Adopt Resolution 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 Manager.

Notes:

Sponsors:

Enactment Date:

Attachments: CondemnationMemo_8-7-12, Res. Unsafe Properties, Signed Resol. unsafe property RES 2012-64-82

Enactment Number:

Contact: 601-554-1021

Meeting Date: 08/07/2012

Drafter: Kalashia Ivory

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Adopt Resolution 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 Manager.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0974

Title

Adopt Resolution 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 Manager.

Summary

Self Explanatory

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: July 31, 2012

RE: Adopt Resolutions (August 7, 2012)

I recommend a resolution be passed giving the following 30 days to clear the violations as stated and if not the city will take action to clear the violations and charge the cost plus penalty against the same.

<u>Case:</u>	<u>Address:</u>	<u>Parcel #:</u>	<u>Violation(s)</u>	<u>Ward(s)</u>
1.	1317 Hall Avenue	44-656-3-8	OGL, T&L, AB, DB	2
2.	1115 Johnston Circle	168A-101-23-63	OGL, T&L, AB, DB	5
3.	704 Webster Street	44-656-2-14	OGL, T&L, ABx2, DBx2	2
4.	704 McKinley Street	44-656-1-4	OGL, T&L, AB, DB	2
5.	703 McKinley Street	44-656-2-8	OGL, T&L, AB, DB	2
6.	715 Lincoln Street	44-656-5-5	OGL, T&L, AB, DB	2
7.	709 McKinley Street	44-656-2-7	OGL, T&L, AB, DB	2
8.	716 Lincoln Street	44-656-4-20	OGL, T&L, AB, DB	2
9.	719 Lincoln Street	44-656-5-3	OGL, T&L, AB, DB	2
10.	705 Lincoln Street	44-656-5-10	OGL, T&L, DB	2
11.	719 McKinley Street	44-656-2-2A	OGL, T&L, AB, DB	2
12.	601 Bowling Street	32-1039-12	OGL, T&L, AB, DB	5

13.	1206 Alcorn Avenue	44-656-6-1	AB, DB	2
14.	706 Sullivan Drive	44-656-3-11	OGL, T&L, AB, DB	2
15.	1216 Hall Avenue	43-696-18-10	OGL, T&L, AB, DB	2
16.	1210 Alcorn Avenue	44-656-5-22	OGL, T&L, AB, DB	2
17.	1214 Hall Avenue	43-696-18-11	OGL, T&L, AB, DB	2
18.	712 Lincoln Street	44-656-4-18	OGL, T&L, ABx2, DBx2	2
19.	703 Lincoln Street	44-656-5-11	OGL, T&L, AB, DB, AVx1	2

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-3-8, 1317 Hall Avenue, and better described as the East half of the East half of Lots Eleven (11) and Twelve (12), Block Three (3) of the MCINNIS, MITCHELL and LONGRE 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: Charlene Shatell Holman, Ethel Marie Holman Russell Brown, Ricky Brown, CMB Financial,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 168A-10123-63, 1115 Johnston Circle, and better described as a part of Section 27, Township 4 North, Range 13 West, and more particularly described as beginning 510 feet south of the Northeast corner of the NE ¼ of the NE ¼ for the point of beginning, thence run West 150 feet, thence run South 50 feet, thence run East 150 feet, thence run North 50 feet to the point of beginning. Said property being part of 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: Jimmie Ruth French,
and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-14, 704 Webster Street, and better described as the South 33 feet of Lot Fifteen (15) in Block Two (2) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Annie Lee Blanks, The State of Mississippi, Curtis R. Gates, Mississippi Land Company, Dionysus LLC,

and

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 uncleanness 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:

**Abandoned Building x 2 (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building x 2 (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-1-4, 704 McKinley Street, and better described as Lot Fifteen (15) in Block One (1) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: The State of Mississippi, Alice Jones,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-8, 703 McKinley Street, and better described as the WEST 20 feet of Lot Nine (9) and all of Lot Ten (10) in Block Two (2) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Lillie Reed Bryant,
and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of Aug 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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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Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-5, 715 Lincoln Street, and better described as Lot Five (5) in Block Five (5) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Lee Jennings,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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

WHEREAS, on the 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-7, 709 McKinley Street, and better described as Lot Eight (8), Block Two (2) of the MCINNIS, MITCHELL, and LONGRE 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: Long Land Investments INC., Monogram Credit Card Band, Unifund CCR Partners, Mississippi Department of Employment Security Commission, Ethelyn Fairley-Reid, Lillie Fairley and JC Fairley,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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

WHEREAS, on the 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-4-20, 716 Lincoln Street, and better described as Lot Twenty-one (21) in Block Four (4) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Malcolm Curtis, JR., and Gwendolyn Curtis,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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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Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-3, 719 Lincoln Street, and better described as Lot Five (5), Block Five (5) of the MCINNIS, MITCHELL & LONGRE 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: Mikal Hassan Uqdah and Narjis Z. Uqdah, and Mikal Hassan and Narjis Hassan,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-10, 705 Lincoln Street, and better described as Lot Ten (10), Block Five (5) of the MCINNIS, MITCHELL and LONGRE 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: Check Now INC., Cassie Spinks Graham, Gloria Jean Berry,

and

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 uncleanness 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. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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

WHEREAS, on the 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-2A, 719 McKinley Street, and better described as Lot Two (2), Block Two (2) of the MCINNIS, MITCHELL, & LONGRE 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: Greg Hinton c/o Clarence Hinton and Gussie H. Hinton (deceased), Jessie Person c/o Clarence Hinton and Gussie H. Hinton (deceased),

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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

WHEREAS, on the 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 32-1039-112, 601 Bowling Street, and better described as the Begin 217 feet West of the Northeast corner of the Northwest Quarter of the Northeast Quarter, Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi, thence West 50 feet, thence South 100 feet, thence East 50 feet, thence North 100 feet to point of beginning, less and except that part for street; said described property being known as Municipal #601 Bowling Street, 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: Georgia Hardy and Marry Kay Cherry c/o James and Louise Woodland (deceased),

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-6-1, 1206 Alcorn Avenue, and better described as the West Half of Lots One (1) and Two (2) in Block Six (6) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: George McCarty, JR. and Creola Mae McCarty,
and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-3-11, 706 Sullivan Street, and better described as the North 48 feet of Lot Sixteen (16) in Block Three (3) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Buford Chapman, JR., and Myrtice Ruth Chapman,
and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-18-10, 1216 Hall Avenue, and better described as Lot Ten (10), Block Eighteen (18) of the OMEGA ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Charles Edward Dent, Theresa Ann Dent, Inez Patricia Deshield, Mitchell Leroy Dent, Brinda Kay Dent, Gwendolyn Verigina Smith,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-22, 1210 Alcorn Avenue, and better described as the East half Lots Twenty-three (23) and Twenty-four (24) in Block Five (5) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Felicia McCarty,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-18-11, 1214 Hall Avenue, and better described as Lot Eleven (11), Block Eighteen (18) of the OMEGA ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Kayla G. Sparkman, Yankee Investments, Prisock Properties INC., Pioneer Credit Company, Clarence E. Magee, Carrie Bradley Magee, First Tower Loan, The State of Mississippi,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-4-18, 712 Lincoln Street, and better described as Lot Nineteen (19) in Block four (4) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Alex Ware and Hattie Mae Hinton,

and

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 uncleanness 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:

Abandoned Building x 2 (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building x 2 (International Property Maintenance Code, Sec. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)

3. 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-11, 703 Lincoln Street, and better described as Lot Eleven (11), Block Five (5) of the MCINNIS, MITCHELL and LONGRE 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: United Credit Corporation of Hattiesburg, Bluestone Capital LLC., Myles Jones Dowdy,

and

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 uncleanness 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:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

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

Abandoned Vehicle (City Code Ordinance, Sec. 16-31)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

3. If the property owners do not take corrective action within 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.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-3-8, 1317 Hall Avenue, and better described as the East half of the East half of Lots Eleven (11) and Twelve (12), Block Three (3) of the MCINNIS, MITCHELL and LONGRE 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: Charlene Shatell Holman, Ethel Marie Holman Russell Brown, Ricky Brown, CMB Financial,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Debra J. Bernardo
CLERK OF COUNCIL

ADOPTED:

Pat Bralby
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

Edw. R. Myers
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 168A-10123-63, 1115 Johnston Circle, and better described as a part of Section 27, Township 4 North, Range 13 West, and more particularly described as beginning 510 feet south of the Northeast corner of the NE ¼ of the NE ¼ for the point of beginning, thence run West 150 feet, thence run South 50 feet, thence run East 150 feet, thence run North 50 feet to the point of beginning. Said property being part of 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: Jimmie Ruth French,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

John F. Bernardo
CLERK OF COUNCIL

ADOPTED:

Hi Brady
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

John R. Naylor
CITY CLERK

APPROVED:

John F. Bernardo
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-14, 704 Webster Street, and better described as the South 33 feet of Lot Fifteen (15) in Block Two (2) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Annie Lee Blanks, The State of Mississippi, Curtis R. Gates, Mississippi Land Company, Dionysus LLC,

and

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 uncleanness 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:

**Abandoned Building x 2 (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building x 2 (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Diana J. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-1-4, 704 McKinley Street, and better described as Lot Fifteen (15) in Block One (1) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: The State of Mississippi, Alice Jones,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-8, 703 McKinley Street, and better described as the WEST 20 feet of Lot Nine (9) and all of Lot Ten (10) in Block Two (2) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Lillie Reed Bryant,
and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August, 2012.

(SEAL)

ATTEST:

Jose Z. Bernardo
CLERK OF COUNCIL

ADOPTED:

Tim Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

Edna R. Noyes
CITY CLERK

APPROVED:

Henry J. Delgado
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-5, 715 Lincoln Street, and better described as Lot Five (5) in Block Five (5) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Lee Jennings,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

John J. Bernard
CLERK OF COUNCIL

ADOPTED
[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

John P. Naylor
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-7, 709 McKinley Street, and better described as Lot Eight (8), Block Two (2) of the MCINNIS, MITCHELL, and LONGRE 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: Long Land Investments INC., Monogram Credit Card Band, Unifund CCR Partners, Mississippi Department of Employment Security Commission, Ethelyn Fairley-Reid, Lillie Fairley and JC Fairley,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Delgado, Z. Bernardo
CLERK OF COUNCIL

ADOPTED:

Paul Beale
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

Edna R. Myers
CITY CLERK

APPROVED:

Henry S. Shaw
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-4-20, 716 Lincoln Street, and better described as Lot Twenty-one (21) in Block Four (4) of the MCINNIS, MITCHELL and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Malcolm Curtis, JR., and Gwendolyn Curtis,

and
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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Debra D. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-3, 719 Lincoln Street, and better described as Lot Five (5), Block Five (5) of the MCINNIS, MITCHELL & LONGRE 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: Mikal Hassan Uqdah and Narjis Z. Uqdah, and Mikal Hassan and Narjis Hassan,

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

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Diana J. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-10, 705 Lincoln Street, and better described as Lot Ten (10), Block Five (5) of the MCINNIS, MITCHELL and LONGRE 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: Check Now INC., Cassie Spinks Graham, Gloria Jean Berry,

and

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 uncleanness 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. 108.1)

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Diana Z. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-2-2A, 719 McKinley Street, and better described as Lot Two (2), Block Two (2) of the MCINNIS, MITCHELL, & LONGRE 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: Greg Hinton c/o Clarence Hinton and Gussie H. Hinton (deceased), Jessie Person c/o Clarence Hinton and Gussie H. Hinton (deceased),

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Julius F. Burnard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 32-1039-112, 601 Bowling Street, and better described as the Begin 217 feet West of the Northeast corner of the Northwest Quarter of the Northeast Quarter, Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi, thence West 50 feet, thence South 100 feet, thence East 50 feet, thence North 100 feet to point of beginning, less and except that part for street; said described property being known as Municipal #601 Bowling Street, 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: Georgia Hardy and Marry Kay Cherry c/o James and Louise Woodland (deceased),

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

John J. Barrero
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

John R. Naylor
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-6-1, 1206 Alcorn Avenue, and better described as the West Half of Lots One (1) and Two (2) in Block Six (6) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: George McCarty, JR. and Creola Mae McCarty,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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 Ware, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Delgado H. Bernardo
CLERK OF COUNCIL

ADOPTED:

F. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

J. R. Myers
CITY CLERK

APPROVED:

Henry J. Delgado
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-3-11, 706 Sullivan Street, and better described as the North 48 feet of Lot Sixteen (16) in Block Three (3) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Buford Chapman, JR., and Myrtice Ruth Chapman,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Debra K. Bernard
CLERK OF COUNCIL

ADOPTED:

Fi Bull
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

Ida R. Myers
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-18-10, 1216 Hall Avenue, and better described as Lot Ten (10), Block Eighteen (18) of the OMEGA ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Charles Edward Dent, Theresa Ann Dent, Inez Patricia Deshield, Mitchell Leroy Dent, Brinda Kay Dent, Gwendolyn Verigina Smith,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Johna L. Bernard
CLERK OF COUNCIL

ADOPTED:

P. Bracely
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

John P. Noyes
CITY CLERK

APPROVED:

John J. Delgado
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-22, 1210 Alcorn Avenue, and better described as the East half Lots Twenty-three (23) and Twenty-four (24) in Block Five (5) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Felicia McCarty,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Delma H. Bernado
CLERK OF COUNCIL

ADOPTED.

P. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

John P. Naylor
CITY CLERK

APPROVED:

Henry S. Clark
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-18-11, 1214 Hall Avenue, and better described as Lot Eleven (11), Block Eighteen (18) of the OMEGA ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Kayla G. Sparkman, Yankee Investments, Prisock Properties INC., Pioneer Credit Company, Clarence E. Magee, Carrie Bradley Magee, First Tower Loan, The State of Mississippi,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Debra R. Bernards
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-4-18, 712 Lincoln Street, and better described as Lot Nineteen (19) in Block four (4) of the MCINNIS, MITCHELL, and LONGRE SURVEY or ADDITION in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Alex Ware and Hattie Mae Hinton,

and

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 uncleanness 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:

**Abandoned Building x 2 (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building x 2 (International Property Maintenance Code, Sec. 108.1)**

2. 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 & Litter (International Property Maintenance Code, Sec. 302.4)**

3. 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Pat Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

John P. Naylor
CITY CLERK

APPROVED:

James Delgado
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 3rd day of July, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of August, 2012, 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 uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 44-656-5-11, 703 Lincoln Street, and better described as Lot Eleven (11), Block Five (5) of the MCINNIS, MITCHELL and LONGRE 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: United Credit Corporation of Hattiesburg, Bluestone Capital LLC., Myles Jones Dowdy,

and

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 uncleanness 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:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

**Abandoned Vehicle (City Code Ordinance, Sec. 16-31)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within 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.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of August 2012.

(SEAL)

ATTEST:

Dulcie R. Barnard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of August, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0029

File ID: 2012-0029

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2012

Brief Title: PH Resolution (11 Properties) 9-17-12

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/260

Title:

Adopt Resolution setting Public Hearing before City Council on Monday, September 17, 2012 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Notes:

Sponsors:

Enactment Date:

Attachments: September 17 2012 PH, Executed set
hearing9.17.12 RES 2012-83

Enactment Number:

Contact: 601-554-1021

Meeting Date: 09/17/2012

Drafter: Kalashia Ivory

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Adopt Resolution setting Public Hearing before City Council on Monday, September 17, 2012 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2012-0029

Title

Adopt Resolution setting Public Hearing before City Council on Monday, September 17, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Summary

Set Public Hearing Resolution (11 properties)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

<u>CASE #:</u>	<u>ADDRESS:</u>	<u>PARCEL NUMBER:</u>	<u>WARD:</u>
1.	107 Ashford Street	31-628-4-4	5
2.	101 Ashford Street	31-628-4-3	5
3.	208 Tipton Street	35-620-5-13	2
4.	404 S. Tipton Street	43-624-10-4	2
5.	415 Katie Avenue	39-812-7-1	2
6.	409 Milton Barnes Avenue	39-136-1-5	2
7.	1214 Putnam Avenue	43-696-13-9	2
8.	1215 Putnam Avenue	43-696-18-7	2
9.	1301 Putnam Avenue	43-696-17-1	2
10.	1010 Geneva Street	33-8-2-2	2
11.	Corner of Perry Street/ N. Hattiesburg Avenue	44-656-2-2A	2

Are in such a state of uncleanness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m., on Monday, September 17, 2012, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this, the 7th day of August, A.D., 2012.

(SEAL)
ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 7th day of August, A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

<u>CASE #:</u>	<u>ADDRESS:</u>	<u>PARCEL NUMBER:</u>	<u>WARD:</u>
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10.	1010 Geneva Street	33-8-2-2	2
11.	Corner of Perry Street/ N. Hattiesburg Avenue	44-656-2-2A	2

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m., on Monday, September 17, 2012, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this, the 7th day of August, A.D., 2012.

(SEAL)

ATTEST:

Debra F. Bernardo
CLERK OF COUNCIL

ADOPTED:

P. Brault
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 7th day of August, A.D., 2012.

ATTEST:

John P. Naylor
CITY CLERK

ADOPTED:

Lucy S. Smith
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0986

File ID: 2012-0986

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/26/2012

Brief Title: Adopt a Resolution of a Free Port Warehouse exemption to CCM Wholesale, LLC

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/261

Title:

Adopt a Resolution approving the issuance of a Free Port Warehouse exemption to CCM Wholesale, LLC on the inventories of Finished Goods.

Notes:

Sponsors:

Enactment Date:

Attachments: CCM Warehouse resol, CCM Warehouse application, executed CCM Warehouse resol 2012-84

Enactment Number:

Contact:

Meeting Date:

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Adopt a Resolution approving the issuance of a Free Port Warehouse exemption to CCM Wholesale, LLC on the inventories of Finished Goods.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0986

Title

Adopt a Resolution approving the issuance of a Free Port Warehouse exemption to CCM Wholesale, LLC on the inventories of Finished Goods.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE
TO CCM WHOLESALE, LLC AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-51, ET. SEQ. OF THE
MISSISSIPPI CODE**

WHEREAS, CCM Wholesale, LLC filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse exemption, a copy of which is attached hereto; and

WHEREAS, CCM Wholesale, LLC, has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse d exemption from ad valorem personal property taxation pursuant to 27-31-51, of the Mississippi Code of 1972, as amended, and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

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

That the application for Free Port Exemption submitted by CCM Wholesale, LLC, as provided by State law and pursuant to the Statutes, be and the same is hereby approved beginning as of the Commencement Date and continuing for the term.

Upon being properly licensed by the State Tax Commission as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its license Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes.

The City of Hattiesburg hereby declares that the Out-of-State Inventories of CCM Wholesale which are subject to the Free Port Exemption.

On January 1, 2012, the aggregate Finished Goods of CCM Wholesale in the licensed Warehouses totaled approximately Two Million Ninety-Five Thousand Nine Hundred Seventy-Three Dollars and Zero Cents (\$2,095,9739.00) in true value, with approximately one hundred percent (100%) of such Finished Goods expected to be shipped outside the State and thus eligible for the Free Port Exemption requested in the Application.

That the City of Hattiesburg hereby grants to CCM Wholesale a Free Port Exemption from all taxes , including School Taxes, on all of its Finished Goods, pursuant to the Salutes, for the term.

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 7th day of August, 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of August, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 11, 2012
FROM: Chad Newell *C.N.*
RE: CCM Support Services

We greatly appreciate the opportunity to review the Free Port Warehouse Tax Exemption application for CCM Support Services located in the Hattiesburg, Forrest County, MS. Upon review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the board. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

CCM is a longstanding corporate citizen here in Hattiesburg and employees approximately 400 in the region. The company seeks the exemption in perpetuity on inventory to be shipped out of state with an estimated value of \$2,095,973. Again, we are in favor of this exemption and certainly appreciate your consideration.

FILED

MAY 29 2012

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

**APPLICATION OF CCM WHOLESALE, LLC FOR A FREE PORT
EXEMPTION FROM AD VALOREM PERSONAL PROPERTY TAXES, AS
AUTHORIZED BY §§ 27-31-51, *ET SEQ.*, OF THE MISSISSIPPI CODE OF 1972,
AS AMENDED**

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

COMES NOW CCM Wholesale, LLC ("**CCM Wholesale**"), by and through Richard W. Preusch, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for an exemption ("**Free Port Exemption**") from ad valorem personal property taxation ("**Taxes**") pursuant to §§ 27-31-51, *et seq.* (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.

CCM Support Services, LLC ("**CCM Services**") operates a warehousing/distribution enterprise in the City at three (3) warehouse/distribution centers owned by its related/affiliated brother/sister entity ("**Affiliate**"), CCM Capital Assets, LLC ("**CCM Assets**," and, together with CCM Services, collectively "**CCM Owner/Operator**"), and located at 6633 and 6892 US Highway 49 North and 5154 US Highway 42 in the City (collectively the "**Warehouses**"), for the receipt, handling, processing, storage, warehousing, distribution and shipment by CCM Services of the finished goods ("**Finished Goods**") inventories ("**Inventories**") of its Affiliates, including CCM Wholesale. CCM Wholesale is a domestic limited liability company organized under the laws of the State.

II.

The Warehouses are utilized by the CCM Group for the handling, storage and shipment of the Inventories of Finished Goods of the Affiliates of CCM Owner/Operator (collectively the "**CCM Group**"). CCM Owner/Operator operates the Warehouses as private storage facilities. The Warehouses regularly engage in the receipt, handling, distribution, storage and shipment of personal property in the form of the Inventories of Finished Goods of the Affiliates of CCM Owner/Operator which have been transferred and consigned to such Warehouses for storage and handling.

III.

A portion of all of such Finished Goods of the Affiliates of CCM Owner/Operator handled by the Warehouses is transferred to such Warehouses for storage and handling in transit to a final destination outside the State ("**Out-of-State Inventories**"). Consequently, CCM Owner/Operator has previously been jointly issued a Free Port Warehouse License dated July 08, 2010 for each Warehouse ("**Licenses**") by the Board of Supervisors of Forrest County ("**County**") in order both to recognize the qualification of each of the Warehouses as a "free port warehouse" under the definition thereof set forth in § 27-31-51 of the Code and to operate each of the Warehouses as a licensed "free port warehouse" according to the provisions of the Statutes (collectively the "**Licensed Warehouses**").

IV.

As authorized by § 27-31-53 of the Code and in addition to all other exemptions granted under the laws of the State, all of CCM Wholesale's Finished Goods in transit through the State which are (1) moving in interstate commerce through or over the territory of the State, or (2) consigned or transferred to CCM Group's private "free port warehouses" located at the Licensed Warehouses within the City for storage in transit to a final destination outside the State, whether specified when transportation begins or afterwards, may, in the discretion of, and for such period of time as prescribed by, the Council, be exempt from all Taxes, including Taxes for school district purposes ("**School Taxes**"), imposed thereon by the City under the Free Port Exemption. Furthermore, such Out-of-State Inventories exempted therefrom should not be deemed to have acquired a situs in the State for the purposes of such Taxes and should not be deprived of the Free Port Exemption because, while in the Licensed Warehouses, the Out-of-State Inventories are bound, divided, broken in bulk, labeled, relabeled, or repackaged.

V.

Pursuant to § 27-31-55 of the Code, CCM Owner/Operator and CCM Wholesale will keep all required books and records and will file all required reports and inventories of the Finished Goods of CCM Wholesale with the Tax Assessor of the County ("**Assessor**"), which the Assessor can utilize in making a determination of Taxes, if any, on the Finished Goods of CCM Wholesale to be paid by CCM Wholesale at the conclusion of each applicable calendar year. Pursuant to § 27-31-57 of the Code, all of such books and records of CCM Owner/Operator and CCM Wholesale shall be subject to inspection by the duly authorized agents of the appropriate taxing authorities.

VI.

On January 1, 2012, the aggregate Finished Goods of CCM Wholesale in the Licensed Warehouses totaled approximately Two Million Ninety-Five Thousand Nine Hundred Seventy-Three Dollars and Zero Cents (\$2,095,973.00) in true value, with approximately one hundred percent (100%) of such Finished Goods expected to be shipped outside the State and thus eligible for the Free Port Exemption requested herein.

VII.

CCM Services presently provides jobs, employment, and payroll in the Licensed Warehouses in the City for its employees. Therefore, CCM Wholesale assists directly in creating and maintaining the existing jobs and in providing payroll in the City, as well as indirectly in the creation and preservation of other ancillary jobs in the City (collectively "City Jobs"), and in an additional overall positive indirect economic benefit to the City (collectively with the City Jobs, "Economic Impact").

VIII.

CCM Owner/Operator and CCM Wholesale are operating the Licensed Warehouses in the City which are and will be warehousing Finished Goods which will be held in the Inventories of CCM Wholesale, is creating and maintaining the City Jobs, and has and will, therefore, due to the Economic Impact, be making an additional contribution and commitment to the present and future economic development of the City. In order to remain competitive, CCM Wholesale necessarily has to pursue any and all available incentives, such as the Free Port Exemption.

IX.

Therefore, pursuant to the provisions of the Statutes, CCM Wholesale respectfully requests that the Council grant to CCM Wholesale a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City on such Out-of-State Inventories of CCM Wholesale located in the Licensed Warehouses.

X.

The maximum term of the Free Port Exemption under the Statutes is unlimited. Therefore, pursuant to the provisions of the Statutes, CCM Wholesale hereby requests that the Council grant such Free Port Exemption for an unlimited period of time and in perpetuity ("Term"), except to the extent such Term may otherwise be limited by law.

XI.

Therefore, pursuant to the provisions of the Statutes, CCM Wholesale respectfully requests that the Council grant such Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City for the Term, with such Free Port Exemption to begin January 1, 2012 ("Commencement Date") and to continue for the Term.

XII.

Sufficient consideration in the form of the Economic Impact and certain other good and valuable nonmonetary consideration ("**Consideration**") have been and will be received by the City from CCM Group to support the approval of the granting of the Free Port Exemption to CCM Wholesale by the City.

XIII.

The Council is authorized and empowered by the provisions of the Statutes to grant a Free Port Exemption to CCM Wholesale for the Term with respect to the Out-of-State Inventories of CCM Wholesale which are and will be located in the Licensed Warehouses within the City.

WHEREFORE, PREMISES CONSIDERED, CCM Wholesale prays (1) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**Developer**"), the City Attorney, and any and all other appropriate City authorities, and then 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 spread upon its Minutes an order/resolution which:

(A) Finds that each of the Licensed Warehouses is a "free port warehouse" for which a joint License has been issued to CCM Owner/Operator by the County under the provisions of the Statutes and that CCM Wholesale is eligible to be granted a Free Port Exemption from all Taxes, including School Taxes, imposed by the City on its Out-of-State Inventories located in the Licensed Warehouses in an amount annually to be determined by the Assessor, as provided by State law;

(B) Approves the granting to CCM Wholesale of a Free Port Exemption as sought herein from all Taxes, including School Taxes, on all of its Out-of-State Inventories located in the Licensed Warehouses beginning with the Commencement Date and continuing for the Term, pursuant to the Statutes;

(C) Finds that this Application for the Free Port Exemption submitted by CCM Wholesale, as provided by State law and pursuant to the Statutes, should be approved beginning as of the Commencement Date and continuing for the Term.

(D) Finds that the CCM Group has and will continue to provide employment and a payroll in the City and that the Council should acknowledge CCM Group's contribution and commitment to the economic development of the City by exercising its discretionary authority by granting such Free Port Exemption to CCM Wholesale;

(E) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(F) Finds that, in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, the Council should grant the Free Port Exemption to CCM Wholesale for its Out-of-State Inventories;

(G) Finds that the Council, does, therefore, desire, on behalf of the City, to grant the Free Port Exemption to CCM Wholesale for the Term;

(H) Finds that CCM Wholesale is eligible for the Free Port Exemption from all Taxes imposed by the City on its Out-of-State Inventories, including School Taxes, in an amount to be determined annually by the Assessor, as provided by State law, beginning with the Commencement Date and continuing for the Term;

(I) Finds that the financial ability, technical qualifications, and business experience of CCM Group are such that the operation of the Licensed Warehouses has and will promote the industrialization of the City and State, has and will supply employment to the citizens of the City and State, and has and will promote the development of the City and surrounding community; and that the Developer, City Attorney and any and all other appropriate City authorities have reviewed and approved this Application of CCM Wholesale;

(J) Finds that CCM Owner/Operator is the operator of Licensed Warehouses in the City and that CCM Wholesale is thus eligible for a Free Port Exemption from all Taxes, including School Taxes, imposed by the City on its Out-of-State Inventories located in the Licensed Warehouses, in an amount annually to be determined by the Assessor, as provided by State law;

(K) Directs that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application for the Free Port Exemption, including such resolution/order of approval thereof, be forwarded to the Assessor;

(L) Grants a Free Port Exemption to CCM Wholesale, beginning with the Commencement Date and continuing for the Term;

(M) Declares that the Out-of-State Inventories of CCM Wholesale which are subject to the Free Port Exemption:

(a) shall not be deemed to have acquired a situs in the State for the purpose of the Taxes; and

(b) shall not be deprived of the Free Port Exemption because they are bound, divided, broken in bulk, labeled, relabeled, or repackaged while in the Licensed Warehouses;

(N) Requests that the Assessor take all actions in preparation of the tax rolls necessary and appropriate to implement such Free Port Exemption granted to CCM Wholesale beginning on the Commencement Date, and continuing for the Term, including making appropriate notations on the tax rolls so the Out-of-State Inventories of CCM Wholesale will be treated as provided for in the resolution/order of the Council approving this Application;

(O) Declares either that the Free Port Exemption will continue in full force and effect following either a subsequent transfer, by merger or otherwise, of a Warehouse by CCM Assets to another Affiliate or the relocation of a Warehouse to another location within the City or that the City will, if necessary and permissible, grant a new Free Port Exemption to CCM Wholesale following a subsequent transfer of a Warehouse to another Affiliate or following a relocation of a Warehouse to another location within the City, and upon the same terms and conditions under, which the original Free Port Exemption was granted, subject to the Affiliate-transferee obtaining from the City a new License for the Warehouse in the name of such Affiliate-transferee or CCM Owner/Operator obtaining a new License for the new location, respectively, which new License and/or Free Port Exemption the Council declares that the City will issue and/or grant, respectively; and

(P) Directs the City Clerk to record this Application, together with a copy of the order/resolution of the Council approving this Application, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes and to forward a certified transcript of such approval by the Council of this Application for the Free Port

Exemption, including a copy of the order/resolution approving this Application, to the Assessor.

RESPECTFULLY SUBMITTED, on this the 3 day of May, 2012.

CCM WHOLESALE, LLC

By: Richard W. Preusch
Richard W. Preusch
Its: Chief Financial Officer

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Richard W. Preusch, who, after being first duly sworn by me, on oath states that he is the Chief Financial Officer of CCM Wholesale, LLC, a Mississippi limited liability company, and that for and on behalf of 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 date and year therein mentioned, after having first been duly authorized by said limited liability company so to do.

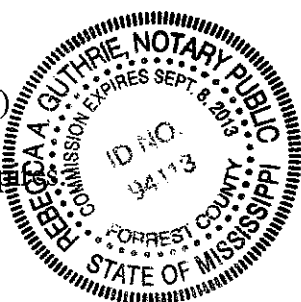
Richard W. Preusch
RICHARD W. PREUSCH

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office, this the 3 day of May, 2012.

(NOTARIAL SEAL)

My Commission Expires

Sept. 8, 2013



Rebecca A. Guthrie
NOTARY PUBLIC

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE
TO CCM WHOLESAL, LLC AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-51, ET. SEQ. OF THE
MISSISSIPPI CODE**

WHEREAS, CCM Wholesale, LLC filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse exemption, a copy of which is attached hereto; and

WHEREAS, CCM Wholesale, LLC, has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse d exemption from ad valorem personal property taxation pursuant to 27-31-51, of the Mississippi Code of 1972, as amended, and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

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

That the application for Free Port Exemption submitted by CCM Wholesale, LLC, as provided by State law and pursuant to the Statutes, be and the same is hereby approved beginning as of the Commencement Date and continuing for the term.

Upon being properly licensed by the State Tax Commission as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its license Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes.

The City of Hattiesburg hereby declares that the Out-of-State Inventories of CCM Wholesale which are subject to the Free Port Exemption.

On January 1, 2012, the aggregate Finished Goods of CCM Wholesale in the licensed Warehouses totaled approximately Two Million Ninety-Five Thousand Nine Hundred Seventy-Three Dollars and Zero Cents (\$2,095,9739.00) in true value, with approximately one hundred percent (100%) of such Finished Goods expected to be shipped outside the State and thus eligible for the Free Port Exemption requested in the Application.

That the City of Hattiesburg hereby grants to CCM Wholesale a Free Port Exemption from all taxes , including School Taxes, on all of its Finished Goods, pursuant to the Salutes, for the term.

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

YEAS:	Bradley	NAYS: None
	Delgado	
	Carroll	
	Ware	
	Naylor	

The President thereby declared the motion carried and the Resolution adopted, this the 7th day of August, 2012.

(SEAL)

ATTEST:

Dulce R. Bernardo
CLERK OF COUNCIL

ADOPTED:

P. Brack
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 7th day of August, 2012.

ATTEST:

Edw. R. Payne
CITY CLERK

APPROVED:

Henry J. Davis
MAYOR



MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 11, 2012
FROM: Chad Newell *C.N.*
RE: CCM Support Services

We greatly appreciate the opportunity to review the Free Port Warehouse Tax Exemption application for CCM Support Services located in the Hattiesburg, Forrest County, MS. Upon review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the board. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

CCM is a longstanding corporate citizen here in Hattiesburg and employees approximately 400 in the region. The company seeks the exemption in perpetuity on inventory to be shipped out of state with an estimated value of \$2,095,973. Again, we are in favor of this exemption and certainly appreciate your consideration.

MAY 29 2012

EDDIE R. MYERS, CLERK
By Wendy Schmitt
Deputy Clerk

APPLICATION OF CCM WHOLESALE, LLC FOR A FREE PORT
EXEMPTION FROM AD VALOREM PERSONAL PROPERTY TAXES, AS
AUTHORIZED BY §§ 27-31-51, *ET SEQ.*, OF THE MISSISSIPPI CODE OF 1972,
AS AMENDED

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

COMES NOW CCM Wholesale, LLC ("CCM Wholesale"), by and through Richard W. Preusch, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for an exemption ("Free Port Exemption") from ad valorem personal property taxation ("Taxes") pursuant to §§ 27-31-51, *et seq.* (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.

CCM Support Services, LLC ("CCM Services") operates a warehousing/distribution enterprise in the City at three (3) warehouse/distribution centers owned by its related/affiliated brother/sister entity ("Affiliate"), CCM Capital Assets, LLC ("CCM Assets," and, together with CCM Services, collectively "CCM Owner/Operator"), and located at 6633 and 6892 US Highway 49 North and 5154 US Highway 42 in the City (collectively the "Warehouses"), for the receipt, handling, processing, storage, warehousing, distribution and shipment by CCM Services of the finished goods ("Finished Goods") inventories ("Inventories") of its Affiliates, including CCM Wholesale. CCM Wholesale is a domestic limited liability company organized under the laws of the State.

II.

The Warehouses are utilized by the CCM Group for the handling, storage and shipment of the Inventories of Finished Goods of the Affiliates of CCM Owner/Operator (collectively the "CCM Group"). CCM Owner/Operator operates the Warehouses as private storage facilities. The Warehouses regularly engage in the receipt, handling, distribution, storage and shipment of personal property in the form of the Inventories of Finished Goods of the Affiliates of CCM Owner/Operator which have been transferred and consigned to such Warehouses for storage and handling.

III.

A portion of all of such Finished Goods of the Affiliates of CCM Owner/Operator handled by the Warehouses is transferred to such Warehouses for storage and handling in transit to a final destination outside the State ("**Out-of-State Inventories**"). Consequently, CCM Owner/Operator has previously been jointly issued a Free Port Warehouse License dated July 08, 2010 for each Warehouse ("**Licenses**") by the Board of Supervisors of Forrest County ("**County**") in order both to recognize the qualification of each of the Warehouses as a "free port warehouse" under the definition thereof set forth in § 27-31-51 of the Code and to operate each of the Warehouses as a licensed "free port warehouse" according to the provisions of the Statutes (collectively the "**Licensed Warehouses**").

IV.

As authorized by § 27-31-53 of the Code and in addition to all other exemptions granted under the laws of the State, all of CCM Wholesale's Finished Goods in transit through the State which are (1) moving in interstate commerce through or over the territory of the State, or (2) consigned or transferred to CCM Group's private "free port warehouses" located at the Licensed Warehouses within the City for storage in transit to a final destination outside the State, whether specified when transportation begins or afterwards, may, in the discretion of, and for such period of time as prescribed by, the Council, be exempt from all Taxes, including Taxes for school district purposes ("**School Taxes**"), imposed thereon by the City under the Free Port Exemption. Furthermore, such Out-of-State Inventories exempted therefrom should not be deemed to have acquired a situs in the State for the purposes of such Taxes and should not be deprived of the Free Port Exemption because, while in the Licensed Warehouses, the Out-of-State Inventories are bound, divided, broken in bulk, labeled, relabeled, or repackaged.

V.

Pursuant to § 27-31-55 of the Code, CCM Owner/Operator and CCM Wholesale will keep all required books and records and will file all required reports and inventories of the Finished Goods of CCM Wholesale with the Tax Assessor of the County ("**Assessor**"), which the Assessor can utilize in making a determination of Taxes, if any, on the Finished Goods of CCM Wholesale to be paid by CCM Wholesale at the conclusion of each applicable calendar year. Pursuant to § 27-31-57 of the Code, all of such books and records of CCM Owner/Operator and CCM Wholesale shall be subject to inspection by the duly authorized agents of the appropriate taxing authorities.

VI.

On January 1, 2012, the aggregate Finished Goods of CCM Wholesale in the Licensed Warehouses totaled approximately Two Million Ninety-Five Thousand Nine Hundred Seventy-Three Dollars and Zero Cents (\$2,095,973.00) in true value, with approximately one hundred percent (100%) of such Finished Goods expected to be shipped outside the State and thus eligible for the Free Port Exemption requested herein.

VII.

CCM Services presently provides jobs, employment, and payroll in the Licensed Warehouses in the City for its employees. Therefore, CCM Wholesale assists directly in creating and maintaining the existing jobs and in providing payroll in the City, as well as indirectly in the creation and preservation of other ancillary jobs in the City (collectively "City Jobs"), and in an additional overall positive indirect economic benefit to the City (collectively with the City Jobs, "Economic Impact").

VIII.

CCM Owner/Operator and CCM Wholesale are operating the Licensed Warehouses in the City which are and will be warehousing Finished Goods which will be held in the Inventories of CCM Wholesale, is creating and maintaining the City Jobs, and has and will, therefore, due to the Economic Impact, be making an additional contribution and commitment to the present and future economic development of the City. In order to remain competitive, CCM Wholesale necessarily has to pursue any and all available incentives, such as the Free Port Exemption.

IX.

Therefore, pursuant to the provisions of the Statutes, CCM Wholesale respectfully requests that the Council grant to CCM Wholesale a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City on such Out-of-State Inventories of CCM Wholesale located in the Licensed Warehouses.

X.

The maximum term of the Free Port Exemption under the Statutes is unlimited. Therefore, pursuant to the provisions of the Statutes, CCM Wholesale hereby requests that the Council grant such Free Port Exemption for an unlimited period of time and in perpetuity ("Term"), except to the extent such Term may otherwise be limited by law.

XI.

Therefore, pursuant to the provisions of the Statutes, CCM Wholesale respectfully requests that the Council grant such Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City for the Term, with such Free Port Exemption to begin January 1, 2012 ("Commencement Date") and to continue for the Term.

XII.

Sufficient consideration in the form of the Economic Impact and certain other good and valuable nonmonetary consideration ("Consideration") have been and will be received by the City from CCM Group to support the approval of the granting of the Free Port Exemption to CCM Wholesale by the City.

XIII.

The Council is authorized and empowered by the provisions of the Statutes to grant a Free Port Exemption to CCM Wholesale for the Term with respect to the Out-of-State Inventories of CCM Wholesale which are and will be located in the Licensed Warehouses within the City.

WHEREFORE, PREMISES CONSIDERED, CCM Wholesale prays (1) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("Developer"), the City Attorney, and any and all other appropriate City authorities, and then 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 spread upon its Minutes an order/resolution which:

(A) Finds that each of the Licensed Warehouses is a "free port warehouse" for which a joint License has been issued to CCM Owner/Operator by the County under the provisions of the Statutes and that CCM Wholesale is eligible to be granted a Free Port Exemption from all Taxes, including School Taxes, imposed by the City on its Out-of-State Inventories located in the Licensed Warehouses in an amount annually to be determined by the Assessor, as provided by State law;

(B) Approves the granting to CCM Wholesale of a Free Port Exemption as sought herein from all Taxes, including School Taxes, on all of its Out-of-State Inventories located in the Licensed Warehouses beginning with the Commencement Date and continuing for the Term, pursuant to the Statutes;

(C) Finds that this Application for the Free Port Exemption submitted by CCM Wholesale, as provided by State law and pursuant to the Statutes, should be approved beginning as of the Commencement Date and continuing for the Term.

(D) Finds that the CCM Group has and will continue to provide employment and a payroll in the City and that the Council should acknowledge CCM Group's contribution and commitment to the economic development of the City by exercising its discretionary authority by granting such Free Port Exemption to CCM Wholesale;

(E) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(F) Finds that, in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, the Council should grant the Free Port Exemption to CCM Wholesale for its Out-of-State Inventories;

(G) Finds that the Council, does, therefore, desire, on behalf of the City, to grant the Free Port Exemption to CCM Wholesale for the Term;

(H) Finds that CCM Wholesale is eligible for the Free Port Exemption from all Taxes imposed by the City on its Out-of-State Inventories, including School Taxes, in an amount to be determined annually by the Assessor, as provided by State law, beginning with the Commencement Date and continuing for the Term;

(I) Finds that the financial ability, technical qualifications, and business experience of CCM Group are such that the operation of the Licensed Warehouses has and will promote the industrialization of the City and State, has and will supply employment to the citizens of the City and State, and has and will promote the development of the City and surrounding community; and that the Developer, City Attorney and any and all other appropriate City authorities have reviewed and approved this Application of CCM Wholesale;

(J) Finds that CCM Owner/Operator is the operator of Licensed Warehouses in the City and that CCM Wholesale is thus eligible for a Free Port Exemption from all Taxes, including School Taxes, imposed by the City on its Out-of-State Inventories located in the Licensed Warehouses, in an amount annually to be determined by the Assessor, as provided by State law;

(K) Directs that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application for the Free Port Exemption, including such resolution/order of approval thereof, be forwarded to the Assessor;

(L) Grants a Free Port Exemption to CCM Wholesale, beginning with the Commencement Date and continuing for the Term;

(M) Declares that the Out-of-State Inventories of CCM Wholesale which are subject to the Free Port Exemption:

(a) shall not be deemed to have acquired a situs in the State for the purpose of the Taxes; and

(b) shall not be deprived of the Free Port Exemption because they are bound, divided, broken in bulk, labeled, relabeled, or repackaged while in the Licensed Warehouses;

(N) Requests that the Assessor take all actions in preparation of the tax rolls necessary and appropriate to implement such Free Port Exemption granted to CCM Wholesale beginning on the Commencement Date, and continuing for the Term, including making appropriate notations on the tax rolls so the Out-of-State Inventories of CCM Wholesale will be treated as provided for in the resolution/order of the Council approving this Application;

(O) Declares either that the Free Port Exemption will continue in full force and effect following either a subsequent transfer, by merger or otherwise, of a Warehouse by CCM Assets to another Affiliate or the relocation of a Warehouse to another location within the City or that the City will, if necessary and permissible, grant a new Free Port Exemption to CCM Wholesale following a subsequent transfer of a Warehouse to another Affiliate or following a relocation of a Warehouse to another location within the City, and upon the same terms and conditions under, which the original Free Port Exemption was granted, subject to the Affiliate-transferee obtaining from the City a new License for the Warehouse in the name of such Affiliate-transferee or CCM Owner/Operator obtaining a new License for the new location, respectively, which new License and/or Free Port Exemption the Council declares that the City will issue and/or grant, respectively; and

(P) Directs the City Clerk to record this Application, together with a copy of the order/resolution of the Council approving this Application, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes and to forward a certified transcript of such approval by the Council of this Application for the Free Port

Exemption, including a copy of the order/resolution approving this Application, to the Assessor.

RESPECTFULLY SUBMITTED, on this the 3 day of May, 2012.

CCM WHOLESale, LLC

By: Richard W. Preusch
Richard W. Preusch
Its: Chief Financial Officer

STATE OF MISSISSIPPI

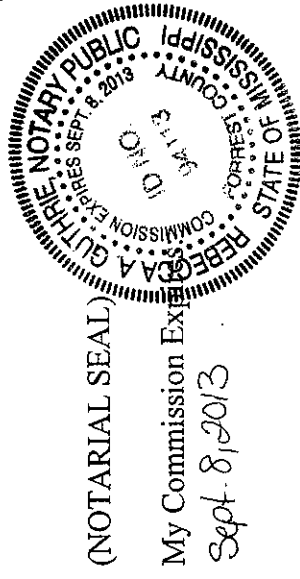
COUNTY OF FOLLEST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Richard W. Preusch, who, after being first duly sworn by me, on oath states that he is the Chief Financial Officer of CCM Wholesale, LLC, a Mississippi limited liability company, and that for and on behalf of 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 date and year therein mentioned, after having first been duly authorized by said limited liability company so to do.

Richard W. Preusch
RICHARD W. PREUSCH

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office, this the 3 day of May, 2012.

Rebecca A. Guttie
NOTARY PUBLIC



BUTLER | SNOW

May 29, 2012

VIA HAND DELIVERY

Mr. Eddie Myers
Director of Administration/City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
601-545-4501

FILED
MAY 29 2012
By EDDIE B. MYERS Deputy Clerk

Re: CCM Wholesale - Free Port Exemption Application

Dear Mr. Myers:

Enclosed herewith, on behalf of CCM Wholesale, are three (3) duly executed, dated and notarized duplicate originals of the above-referenced Free Port Exemption Application, along with a photocopy thereof.

Please file these original Applications in the appropriate records of the City Council and **have the photocopy of such Application, which has already been stamped as a "Copy" to identify it, also stamped and dated as having been so "Filed" or "Received" by the City and return such stamped photocopy to me for our files by the messenger delivering these documents to you.**

I also request that, after any appropriate investigation which is to be undertaken on behalf of the City of Hattiesburg, this Application be placed on the agenda of an appropriate meeting of the City Council to be considered and acted upon by the City Council. Once this Application is ready for presentation to the City Council, please notify me with respect to the date of the City Council's meeting at which it will be presented *if* the presence of a representative of CCM Wholesale will be necessary or desirable.

Also, I have prepared and am enclosing herewith an Order for use by the City Council in its consideration of the Free Port Application.

Post Office Box 6010
Ridgeland, MS 39158-6010

W. EUGENE MAGEE
601.985.4507
gene.magee@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

Mr. Eddie Myers
May 29, 2012
Page 2

In the meantime, if you have any questions or if you need any additional information with respect to this matter, please feel free and do not hesitate to contact me.

Sincerely yours,

BUTLER, SNOW, O'MARA, STEVENS &
CANNADA, PLLC



W. Eugene Magee

WEM:bgk

Enclosures

cc: Charles Lawrence, Esq. (w/enc.)
Ms. Mary Ann Palmer (w/enc.)
Mr. Richard W. Preusch (w/enc.)
Mr. Chad Newell (w/enc.)

ButlerSnow 8077485v1



City of Hattiesburg, MS

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

Master

File Number: 2012-1008

File ID: 2012-1008

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: Adopt Resolution and Order to Condemn Property for the Rails to Trails-Gateway to Main Project No. HPP-0210-00(015) LPA 105214-801000.

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/261

Title:

Adopt Resolution and Order to Condemn Property, or a portion thereof, to be acquired from multiple parties as listed below for the Rails to Trails-Gateway to Main Project No. HPP-0210-00(015) LPA 105214-801000.

Parcel No.

Owner

2-028H-05-277.00

Arnold Royce Freeman, Sr.

2-028H-05-279.00

Arnold Royce Freeman

2-028H-05-283.00

Edna G. Johnson

2-028J-05-006.00

The Board of Trustees fo Institutions of Higher Learning of the State of Mississippi on the behalf of the University of Southern

Mississippi

2-029E-04-028.00

Gordon M. Lackey

2-029E-04-030.00

Jonathan and Tonna Gaines

2-029E-04-039.00

David LaRue Saulters

2-029G-03-608.00

R. A. Hudson

2-029L-09-040.00

Hercules, Inc. f/k/a The Hercules Powder Company

Notes:

Sponsors:

Enactment Date:

Attachments: Order to Condemn, Executed Condemn order RES 2012-85

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Adopt Resolution and Order to Condemn Property, or a portion thereof, to be acquired from multiple parties as listed below for the Rails to Trails-Gateway to Main Project No. HPP-0210-00(015) LPA 105214-801000.

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2-028H-05-279.00	Arnold Royce Freeman
2-028H-05-283.00	Edna G. Johnson
2-028J-05-006.00	The Board of Trustees of Institutions of Higher Learning of the State of Mississippi on the behalf of the University of Southern Mississippi
2-029E-04-028.00	Gordon M. Lackey
2-029E-04-030.00	Jonathan and Tonna Gaines
2-029E-04-039.00	David LaRue Saulters
2-029G-03-608.00	R. A. Hudson
2-029L-09-040.00	Hercules, Inc. f/k/a The Hercules Powder Compan

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1008

Title

Adopt Resolution and Order to Condemn Property, or a portion thereof, to be acquired from multiple parties as listed below for the Rails to Trails-Gateway to Main Project No. HPP-0210-00(015) LPA 105214-801000.

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2-029L-09-040.00	Hercules, Inc. f/k/a The Hercules Powder Company

Summary

Adopt Resolution and Order to Condemn Property, or a portion thereof, for the Rails to Trails-Gateway to Main Project No. HPP-0210-00(015) LPA 105214-801000.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, Mississippi
Project No. HPP-0210-00(015)
Longleaf Trace - Phase III

RESOLUTION AND ORDER TO CONDEMN

Upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct, widen or reconstruct a portion of the Longleaf Trace, Phase III, located within the City limits. To accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction and/or right-of-way plans for said project, which said plans are made part hereof by reference.

2-028H-05-277.00	[Arnold Royce Freeman, Sr.]
2-028H-05-279.00	[Arnold Royce Freeman]
2-028H-05-283.00	[Edna G. Johnson]
2-028J-05-006.00	[The Board of Trustees of Institutions of Higher Learning of the State of Mississippi on the behalf of The University of Southern Mississippi]
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2-029E-04-030.00	[Jonathan and Tonna Gaines]
2-029E-04-039.00	[David LaRue Saulters]
2-029G-03-608.00	[R. A. Hudson]
2-029L-09-040.00	[Hercules, Inc. f/k/a The Hercules Powder Company]

Being unable to agree with the owner(s) and/or other parties interested in said property, the City, after solemn and due consideration, does hereby declare said property necessary for public use and orders that it be condemned. Further, the City authorizes and requests its attorneys and/or other necessary professionals to institute any and all condemnation proceedings necessary to acquire the above described property for the public use mentioned.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in § 21-37-47 of the Mississippi Code Annotated of 1972.

The above and foregoing Resolution and Order to Condemn was introduced by _____, seconded

by _____, and was adopted by the following vote, to-wit:

Yeas:

Nays:

Absent:

The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the _____ day of _____, A.D. 2012.

President

Clerk of Council

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

Mayor

City Clerk

City of Hattiesburg, Mississippi
Project No. HPP-0210-00(015)
Longleaf Trace - Phase III

RESOLUTION AND ORDER TO CONDEMN

Upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct, widen or reconstruct a portion of the Longleaf Trace, Phase III, located within the City limits. To accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction and/or right-of-way plans for said project, which said plans are made part hereof by reference.

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2-028H-05-283.00	[Edna G. Johnson]
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2-029E-04-028.00	[Gordon M. Lackey]
2-029E-04-030.00	[Jonathan and Tonna Gaines]
2-029E-04-039.00	[David LaRue Saulters]
2-029G-03-608.00	[R. A. Hudson]
2-029L-09-040.00	[Hercules, Inc. f/k/a The Hercules Powder Company]

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In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in § 21-37-47 of the Mississippi Code Annotated of 1972.

The above and foregoing Resolution and Order to Condemn was introduced by Council member Ware, seconded

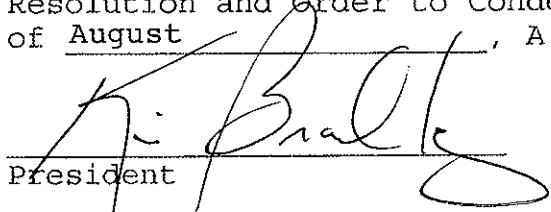
by Council member Naylor, and was adopted by the following vote, to-wit:

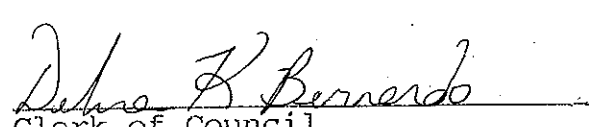
Yeas: Bradley
Delgado
Carroll
Ware
Naylor

Nays: None

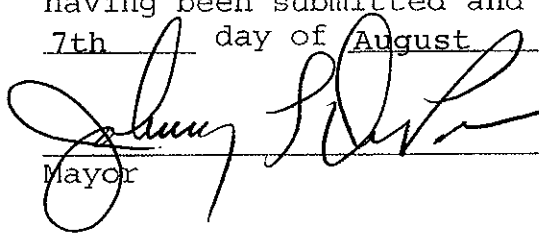
Absent:

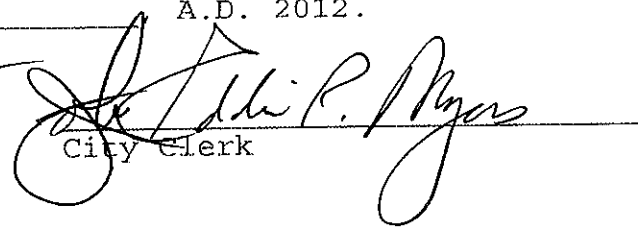
The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the 7th day of August, A.D. 2012.


President


Clerk of Council

The above and foregoing Resolution and Order to Condemn having been submitted and approved by the Mayor on this, the 7th day of August, A.D. 2012.


Mayor


City Clerk



City of Hattiesburg, MS

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

Master

File Number: 2012-1019

File ID: 2012-1019

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/01/2012

Brief Title: Adopt Resolution stating a firm commitment to comply with National Policy

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/262

Title:

Adopt a Resolution stating a firm commitment to comply with National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project R-103-205-02-KED.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution.National Policy, executed
Resolution.National Policy RES 2012-86

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Adopt				Pass
	Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Adopt a Resolution stating a firm commitment to comply with National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project R-103-205-02-KED.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor						
	Nays: 0						
		Yea: 5	President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor				
		TEL-No Vote: 0					

Text of Legislative File 2012-1019

Title

Adopt a Resolution stating a firm commitment to comply with National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project R-103-205-02-KED.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH THE NATIONAL POLICY OBJECTIVE
OF KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NO. R-103-205-02-KED**

WHEREAS, the City of Hattiesburg has applied for and received a Katrina Supplemental Community Development Block Grant for Economic Development Loan funds on behalf of HCL Leverage Lender, LLC.; and

WHEREAS, as a part of said Katrina Supplemental CDBG project, HCL Leverage Lender, LLC., has executed a Memorandum of Agreement to create at least 30 full-time permanent jobs of which a minimum of fifty-one percent (51%) will accrue to the benefit of persons of low and moderate income; and

WHEREAS, the Grant Agreement for said Katrina Supplemental CDBG Project No. R-103-205-02-KED requires that the City of Hattiesburg shall submit to the Mississippi Development Authority, an official resolution stating a firm commitment to the National Objective for this Katrina Supplemental Community Development Block Grant project, which is making at least fifty-one percent (51%) of the 30 permanent, full-time jobs to be created by HCL Leverage Lender, LLC., available to persons of low and moderate income.

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

The City of Hattiesburg stands firm in its commitment to insure that at least fifty-one (51%) percent of the 30 permanent, full-time jobs to be created by HCL Leverage Lender, LLC., are made available to persons of low and moderate income.

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

YEAS:

NAYS:

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

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

**RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH THE NATIONAL POLICY OBJECTIVE
OF KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NO. R-103-205-02-KED**

WHEREAS, the City of Hattiesburg has applied for and received a Katrina Supplemental Community Development Block Grant for Economic Development Loan funds on behalf of HCL Leverage Lender, LLC.; and

WHEREAS, as a part of said Katrina Supplemental CDBG project, HCL Leverage Lender, LLC., has executed a Memorandum of Agreement to create at least 30 full-time permanent jobs of which a minimum of fifty-one percent (51%) will accrue to the benefit of persons of low and moderate income; and

WHEREAS, the Grant Agreement for said Katrina Supplemental CDBG Project No. R-103-205-02-KED requires that the City of Hattiesburg shall submit to the Mississippi Development Authority, an official resolution stating a firm commitment to the National Objective for this Katrina Supplemental Community Development Block Grant project, which is making at least fifty-one percent (51%) of the 30 permanent, full-time jobs to be created by HCL Leverage Lender, LLC., available to persons of low and moderate income.

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

The City of Hattiesburg stands firm in its commitment to insure that at least fifty-one (51%) percent of the 30 permanent, full-time jobs to be created by HCL Leverage Lender, LLC., are made available to persons of low and moderate income.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

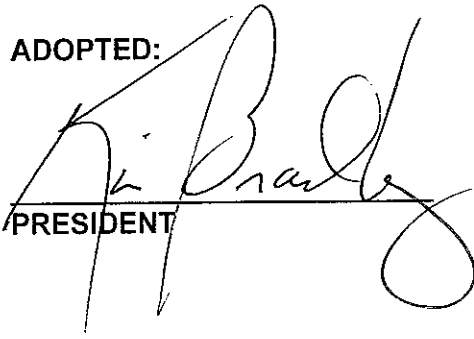
NAYS: None

The President thereby declared the motion carried and the Resolution adopted, the 7 day of August, 2012

ATTEST:


CLERK OF THE COUNCIL

ADOPTED:

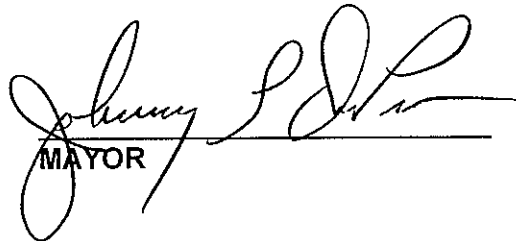

PRESIDENT

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 7 date of August, 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1020

File ID: 2012-1020

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/01/2012

Brief Title: Adopt a Resolution to comply with Annex A

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/262

Title:

Adopt a Resolution stating a firm commitment to comply with Annex A of the Grant Agreement for Katrina Supplemental Community Development Block Grant Economic Development Project No. R-103-205-02-KED.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution.Annex A, executed Resolution.Annex A
RES 2012-87

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Adopt a Resolution stating a firm commitment to comply with Annex A of the Grant Agreement for Katrina Supplemental Community Development Block Grant Economic Development Project No. R-103-205-02-KED.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1020

Title

Adopt a Resolution stating a firm commitment to comply with Annex A of the Grant Agreement for Katrina Supplemental Community Development Block Grant Economic Development Project No. R-103-205-02-KED.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH ANNEX A OF THE GRANT AGREEMENT
FOR KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NO. R-103-205-02-KED**

WHEREAS, the City of Hattiesburg has applied for and received a Katrina Supplemental Community Development Block Grant for Economic Development Loan funds on behalf of HCL Leverage Lender, LLC.; and

WHEREAS, the City of Hattiesburg, shall upon receipt of the monthly loan payment from HCL Leverage Lender, LLC, repay to the Mississippi Development Authority all loan payments generated as a result of the CDBG loan to the Company; and

WHEREAS, the City of Hattiesburg understands that should HCL Leverage Lender, LLC default upon the loan or materially enters into a period of non-performance; the City of Hattiesburg will promptly notify the Mississippi Development Authority; and

WHEREAS, the City of Hattiesburg, as the lien holder, agrees to pursue all legal remedies to cure non-performance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal guarantees. Further, the City of Hattiesburg agrees to document efforts to pursue such remedies and understands that the Mississippi Development Authority reserves the right to assess such efforts and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing non-performance or default; and

WHEREAS, The City of Hattiesburg retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of CDBG funds; and

WHEREAS, The City of Hattiesburg shall be responsible for the audit of this CDBG project and any costs associated with it.

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

SECTION ONE: The City of Hattiesburg, shall upon receipt of the monthly loan payment from HCL Leverage Lender, LLC, repay to the Mississippi Development Authority all loan payments generated as a result of the CDBG loan to the Company; and

SECTION TWO: The City of Hattiesburg understands that should HCL Leverage Lender, LLC default upon the loan or materially enters into a period of non-performance; the City of Hattiesburg will promptly notify the Mississippi Development Authority; and

SECTION THREE: The City of Hattiesburg, as the lien holder, agrees to pursue all legal remedies to cure non-performance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal

guarantees. Further, the City of Hattiesburg agrees to document efforts to pursue such remedies and understands that the Mississippi Development Authority reserves the right to assess such efforts and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing non-performance or default; and

SECTION FOUR: The City of Hattiesburg retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of CDBG funds; and

SECTION FIVE: The City of Hattiesburg shall be responsible for the audit of this CDBG project and any costs associated with it.

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

YEAS:

NAYS:

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

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

**RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH ANNEX A OF THE GRANT AGREEMENT
FOR KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NO. R-103-205-02-KED**

WHEREAS, the City of Hattiesburg has applied for and received a Katrina Supplemental Community Development Block Grant for Economic Development Loan funds on behalf of HCL Leverage Lender, LLC.; and

WHEREAS, the City of Hattiesburg, shall upon receipt of the monthly loan payment from HCL Leverage Lender, LLC, repay to the Mississippi Development Authority all loan payments generated as a result of the CDBG loan to the Company; and

WHEREAS, the City of Hattiesburg understands that should HCL Leverage Lender, LLC default upon the loan or materially enters into a period of non-performance; the City of Hattiesburg will promptly notify the Mississippi Development Authority; and

WHEREAS, the City of Hattiesburg, as the lien holder, agrees to pursue all legal remedies to cure non-performance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal guarantees. Further, the City of Hattiesburg agrees to document efforts to pursue such remedies and understands that the Mississippi Development Authority reserves the right to assess such efforts and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing non-performance or default; and

WHEREAS, The City of Hattiesburg retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of CDBG funds; and

WHEREAS, The City of Hattiesburg shall be responsible for the audit of this CDBG project and any costs associated with it.

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

SECTION ONE: The City of Hattiesburg, shall upon receipt of the monthly loan payment from HCL Leverage Lender, LLC, repay to the Mississippi Development Authority all loan payments generated as a result of the CDBG loan to the Company; and

SECTION TWO: The City of Hattiesburg understands that should HCL Leverage Lender, LLC default upon the loan or materially enters into a period of non-performance; the City of Hattiesburg will promptly notify the Mississippi Development Authority; and

SECTION THREE: The City of Hattiesburg, as the lien holder, agrees to pursue all legal remedies to cure non-performance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal

guarantees. Further, the City of Hattiesburg agrees to document efforts to pursue such remedies and understands that the Mississippi Development Authority reserves the right to assess such efforts and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing non-performance or default; and

SECTION FOUR: The City of Hattiesburg retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of CDBG funds; and

SECTION FIVE: The City of Hattiesburg shall be responsible for the audit of this CDBG project and any costs associated with it.

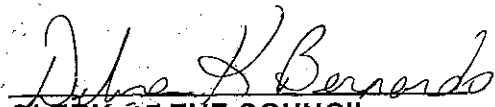
The above foregoing Resolution, after having been first reduced in writing, was introduced by Council member Ware, seconded by Council member Naylor, and was adopted by the following vote, to wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

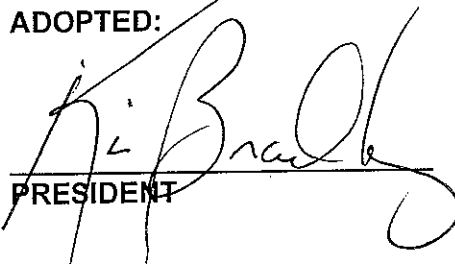
NAYS: None

The President thereby declared the motion carried and the Resolution adopted, the 7 day of August, 2012

ATTEST:

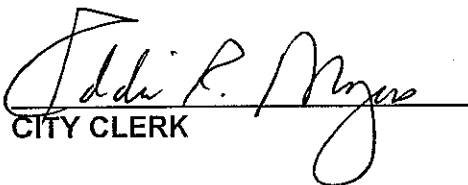

CLERK OF THE COUNCIL

ADOPTED:

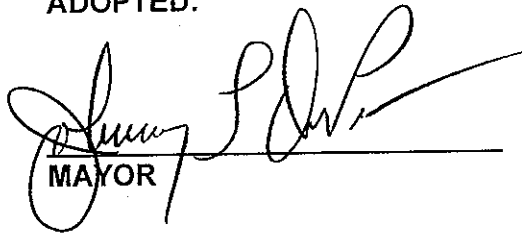

PRESIDENT

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 7 date of August, 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1022

File ID: 2012-1022

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2012

Brief Title: Excessive Force, Anti-Displacement, Section 3,
Immigration Reform, Lead-Based Paint

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/262-263

Title:

Adopt a resolution creating an Excessive Force Policy; adopt a resolution creating an Anti-Displacement and Relocation Plan and approve the publication of a Notice of Availability of said plan; adopt a resolution creating a Section 3 Plan and approve the publication of three Public Notices related to said plan; adopt written policy and procedures in keeping with the Immigration Reform and Control Act of 1986; and adopt a Lead-Based Paint Policy; said resolutions, plans and policies maintain City of Hattiesburg's compliance with requirements for U.S. Department of Housing & Urban Development programs.

Notes:

Sponsors:

Enactment Date:

Attachments: Hattiesburg Excessive Force Resolution, Anti-Displacement Resolution, Anti-Displacement Plan, Anti-Displacement Plan NOTICE OF AVAILABILITY, SECTION 3 Resolution, Section 3 Plan, SECTION 3 Public Notice #1, SECTION 3 Public Notice #2 & #3, Hattiesburg IMMIGRATION REFORM AND CONTROL ACT OF 1986, Lead Based Paint Policy, Executed Policies RES 2012-88-90

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a resolution creating an Excessive Force Policy; adopt a resolution creating an Anti-Displacement and Relocation Plan and approve the publication of a Notice of Availability of said plan; adopt a resolution creating a Section 3 Plan and approve the publication of three Public Notices related to said plan; adopt written policy and procedures in keeping with the Immigration Reform and Control Act of 1986; and adopt a Lead-Based Paint Policy; said resolutions, plans and policies maintain City of Hattiesburg's compliance with requirements for U.S. Department of Housing & Urban Development programs.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1022

Title

Adopt a resolution creating an Excessive Force Policy; adopt a resolution creating an Anti-Displacement and Relocation Plan and approve the publication of a Notice of Availability of said plan; adopt a resolution creating a Section 3 Plan and approve the publication of three Public Notices related to said plan; adopt written policy and procedures in keeping with the Immigration Reform and Control Act of 1986; and adopt a Lead-Based Paint Policy; said resolutions, plans and policies maintain City of Hattiesburg's compliance with requirements for U.S. Department of Housing & Urban Development programs.

Summary

Excessive Force, Anti-Displacement, Section 3, Immigration Reform, Lead-Based Paint

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish all four related notices in the Hattiesburg American on August 10, 2012.

**CITY OF HATTIESBURG, MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
EXCESSIVE FORCE POLICY**

A RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS.

WHEREAS the Congress of the United States has passed the Armstrong/Walker “Excessive Force” Amendment (Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended) prohibiting the use of excessive force by a local law enforcement agency against any individual engaged in nonviolent civil rights demonstration within its jurisdiction;

AND WHEREAS the City of Hattiesburg, Mississippi has received funds from the U.S. Department of Housing and Urban Development Community Development Block Grant Entitlement Program and is required to comply with the Armstrong/Walker “Excessive Force” Amendment;

AND WHEREAS the use of excessive force against demonstrators may cause the CITY to lose its grant or eligibility for future federal grants;

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

SECTION 1. It is POLICY of the CITY that excessive force by local law enforcement agencies shall not be used against individuals engaged in lawful and nonviolent civil rights demonstrations within the City boundaries.

SECTION 2. The Mayor and Council direct the Police Chief to implement this Resolution by amending applicable police department procedures.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the _____ day of _____, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

**RESOLUTION ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION
ASSISTANCE PLAN TO BE USED IN CONNECTION WITH PROJECTS FUNDED WITH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

WHEREAS, the City of Hattiesburg (the "City") has received CDBG Project funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, by virtue of its receipt of CDBG funds, the City is required by Section 104(d) of the Housing and Community Development Act to adopt a Residential Antidisplacement and Relocation Assistance Plan, which is intended to minimize displacement of families in connection with the CDBG projects; and

WHEREAS, it is the intention of the City to minimize the displacement of families in connection with the CDBG projects.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City that:

SECTION ONE: The CDBG Program Residential Antidisplacement Plan be and is hereby adopted. Said plan is attached hereto and made a part hereof.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the ____ day of _____, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

In accord with the requirements of Section 104(d) of the Housing and Community Development Act (the “Act”), the City of Hattiesburg (the “City”) has adopted this plan by resolution of the Mayor and Councilmen.

Applicability of Plan

It is important to note that the projects to be funded with Community Development Block Grant funds (CDBG) from the U.S. Department of Housing & Urban Development have been planned to avoid the displacement or relocation of persons and/or families. The projects have also been planned in a manner that avoids the demolition or conversion of code standard housing that is suitable for occupancy. It is not expected that displacement, relocation, or conversion will occur as a result of any project or activity funded in whole or in part with CDBG funds. In the unlikely event that displacement, relocation, or conversion is necessary as a result of the CDBG funds, this Residential Antidisplacement Plan will be applicable.

Plan Available To Public

The City will provide copies of the Plan to citizens upon request and at public hearings related to the CDBG program.

A “*Notice of Availability*” of the Residential Antidisplacement and Relocation Assistance Plan shall be published at least once in a local newspaper of general circulation in the City and shall inform citizens of the availability of the Plan. (See attached sample Notice.)

Displacement of Persons To Be Minimized

The City will make all reasonable efforts to insure that activities undertaken through the use of Community Development Block Grant (CDBG) funds will not cause unnecessary displacement or relocation.

Consistent with the goals and objectives of activities assisted under the Act, the City will minimize the displacement of persons from their homes as a result of CDBG assisted activities.

The City will administer the CDBG program in such a manner as to give careful consideration during its program planning to avoid displacement of families. Displacement of any nature shall be a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

CDBG project activities that involve demolition will be structured so that only vacant dilapidated units that have been inspected and found to be unfit for human habitation are considered for demolition.

Displacement/Relocation Policy

If displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property directly by the City, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894; 42 U.S.C. 4601 *et seq.*, Pub. L. 91-646), and amendments and referred to as the “Uniform Act” shall be provided to the displaced person(s). Persons displaced by rehabilitation of “Non-Uniform Act” acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

One-For-One Replacement Units

The City shall follow this Plan providing one-for-one replacement units and relocation assistance in accordance with the following:

1. All occupied and vacant code standard low/moderate-income dwelling units that are demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of CDBG activity shall be replaced by governmental agencies or private developers with low/moderate-income dwelling units. Replacement low/moderate-income dwelling units may include public housing or existing housing receiving Section 8 project-based assistance under the United States Housing Act of 1937. The replacement low/moderate-income dwelling units shall be provided within three years of the commencement of the demolition or rehabilitation related to the conversion and shall meet the following requirements:
 - a. The units shall be located within the jurisdiction of the City.
 - b. The units shall be sufficient in number and size to house at least the number of occupants that could have been housed in the units that are demolished or converted. The number of occupants that may be housed in units shall be determined in accordance with local housing occupancy codes.
 - c. The units shall be provided in standard condition. Replacement low/moderate-income dwelling units

may include units that have been raised to standard from substandard condition.

- d. The units shall be designed to remain low/moderate-income dwelling units for at least ten (10) years from the date of initial occupancy.

2. Make public and prior submittal to HUD.

Before obligating or expending funds provided under this part for any activity that will directly result in the demolition of low/moderate-income dwelling units or the conversion of low/moderate-income dwellings to another use, the City shall make public and submit the following information in writing to the U.S. Department of Housing & Urban Development:

- a. A description of the proposed assisted activity.
- b. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for low/moderate-income dwellings units as a direct result of the assisted activity.
- c. A time schedule for the commencement and completion of the demolition or conversion.
- d. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will provide as replacement dwelling units.
- e. The source of funding and a time schedule for the provision of replacement dwelling units.
- f. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The information as required above shall be made public by the City by publishing a *"Notice of Availability of Information/Demolition or Conversion of Dwelling Units"*. The notice will be published in a local newspaper of general circulation in the City of Hattiesburg at least once and will inform the public as to the time, place, and location of the availability of the information. (See attached sample Notice.)

**NOTICE OF AVAILABILITY
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE
PLAN**

The Mayor and Councilmen of the City of Hattiesburg (the “City”) hereby advise the citizens of the City that a Residential Antidisplacement and Relocation Assistance Plan has been prepared and adopted by the City in accordance with the requirements of the Community Development Block Grant Program.

Copies of the Plan are available for public review and can be obtained by citizens at the office of the City Clerk in Hattiesburg, 200 Forrest Street, Hattiesburg, MS, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

Johnny DuPree, Mayor

Publish one (1) time in the non-legal section on August 10, 2012 in the Hattiesburg American.

*Send proof of publication and invoice to: Eddie Myers City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401*

**RESOLUTION ADOPTING A SECTION 3 PLAN AS REQUIRED BY REGULATIONS
GOVERNING THE CDBG PROGRAM AND TO BE APPLICABLE TO PROJECTS FUNDED
BY THE RESPECTIVE GRANT PROGRAMS**

WHEREAS, the City of Hattiesburg will receive CDBG Program funds from the U.S. Department of Housing & Urban Development; and

WHEREAS, by virtue of its receipt of the CDBG Program funds, the City of Hattiesburg is required to adopt a Section 3 Plan, which is intended to encourage, to the greatest extent feasible, that economic opportunity generated by CDBG projects be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons; and

WHEREAS, it is the intention of the City of Hattiesburg to implement its CDBG projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg that:

SECTION ONE: The CDBG Program Section 3 Plan, which is attached thereto and made a part hereof, be and is hereby adopted.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the _____ day of _____, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

CDBG GRANT PROGRAM SECTION 3 PLAN

Introduction

This Section 3 Plan is to fulfill requirements of the CDBG Grant Program as provided in Section 3 of the Housing and Urban Development Act of 1968.

The Section 3 Plan has been adopted by the City of Hattiesburg by a resolution of the Mayor and City Council.

What Section 3 Requires

Section 3 requires that, to the greatest extent possible, opportunities for job training and employment be given to lower income residents of the Section 3 area and that contracts for work in connection with the Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area. Section 3 requires that the City/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects. This Plan describes the obligations of the City and contractors imposed as a condition of receiving financial assistance for a Section 3 covered project. The “condition” is imposed by means of a certification or contract document that includes Section 3 obligations.

HUD Regulations require the City to adopt appropriate procedures and requirements to “assure good faith efforts toward compliance with the statutory directive.” The regulation further provides that Section 3 Regulations, at 24CFR Part 135 “are not applicable to” CDBG activities assisted under 24CFR Part 570. The Part 135 regulations, while not binding on CDBG grantees, “may be referred to as guidance indicative of the Secretary’s view of the statutory objectives in other contexts”.

Applicable Definitions

1. *Employment Opportunities Generated by Section 3 Covered Assistance*
Rehabilitation and construction positions pursuant to the activities covered by Section 3, plus management and administrative jobs (including architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups) and jobs directly related to the administrative support of these activities (e.g., construction manager, relocation specialist, payroll clerk, etc.).
2. *Housing and Community Development Assistance*
Any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement or contract, and includes community development funds in the form of community development block grants and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended, Housing and

Community Development assistance does not include financial assistance provided through a contract of insurance or guaranty.

3. *Service Area*

The geographical area in which the persons benefiting from the Section 3 covered assistance project reside. The service area shall not extend beyond the unit of general local government in which the Section 3 covered assistance is expended.

4. *New Hires*

Full-time employees for permanent, temporary or seasonal employment opportunities.

5. *Recipient*

Any entity that receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian Tribe or other public body, public or private non-profit organization, private agency or institution, mortgagors, developers, limited dividend sponsors, builders, property managers, RMC, RC, or cooperative associations. Recipient also includes any successor, assignee, or transferee of any such entity but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

6. *Section 3 Business Concern*

A business concern that is (1) 51% or more owned by Section 3 residents; (2) whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business and Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be award to business concerns that meet the qualifications of (1) and (2) above.

7. *Section 3 Covered Contract*

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program or contracts for supplies and materials. However, when a contract for supplies and materials includes the installation of the materials, the contract constitutes a Section 3 covered contract (i.e., the installation of a furnace).

8. *Section 3 Covered Project*

The construction, reconstruction, conversion, or rehabilitation of housing (including the reduction of lead-based paint hazards), other public

construction that includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

9. *Section 3 Resident*

(1) A public housing resident or (2) an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is (a) a low-income person (with income not exceeding 80% of median, or (b) a very low-income person (with income not exceeding 50% of median).

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010), requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns that are located in or owned in substantial part by persons residing in the area of the project.

A Good Faith Effort – Section 3 Residents

The City will make a good faith effort to utilize Section 3 area residents as trainees and employees. To the greatest extent feasible, opportunities for training and employment arising in connection with a Section 3 covered project are to be given to Section 3 area residents.

1. Although Section 3 does not require that a training program be established, it does require that where there is a training program, Section 3 area residents receive preference for such training. An applicant, city, contractor or subcontractor is obligated under Part 135 Subpart B, to use the maximum number of persons in training categories and to fill all vacant training positions with Section 3 area residents except for those training positions that remain unfilled after a good faith effort has been made to fill them with qualified/eligible Section 3 area residents.

Actions Demonstrating Good Faith Effort

In its efforts to demonstrate and document a good faith effort, the City will undertake the following:

1. Publish a Notice To Section 3 Residents and Businesses in a local newspaper of general circulation in the community. The Notice will inform interested Section 3 Residents and Businesses of the types of projects to be undertaken and providing an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry (see attached).
2. Post at City Hall, a Notice To Section 3 Residents and Businesses informing interested Section 3 Residents and Businesses of the types of projects to be undertaken and providing an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry (see attached).

3. Post at the Mississippi Regional Housing Authority No. VIII and other local agencies providing assisted housing, a Notice To Section 3 Residents and Businesses informing interested Section 3 Residents and Businesses of the types of projects to be undertaken and providing an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry (see attached).
 - Mississippi Regional Housing Authority No. VIII
 - Hattiesburg Housing Properties
 - Robertson Place
 - Hope Drive Site
 - Briarfield Place
4. Establish a Section 3 Resident Registry to provide names, addresses, and contact information of eligible/qualified Section 3 Residents to contractors or subcontractors.
5. Establish a Section 3 Business Registry to provide names, addresses, and contact information of eligible/qualified Section 3 Businesses to contractors or subcontractors.
6. Notify State and Federal agencies, by letter, of the local government's interest in complying with Section 3 and requesting names, addresses, and other contact information of Section 3 Businesses in the community. The list of agencies should include, at a minimum:
 - The U.S. Department of Housing and Urban Development, Jackson Office of Fair Housing and Equal Opportunity
 - The Gulf Coast Offices of the Small Business Administration
 - The State Office of the Small Business Administration
 - The Mississippi Regional Housing Authority No. VIII
 - Hattiesburg Housing Properties
 - The Mississippi Development Authority Minority and Small Business Development Division
 - The Mississippi Employment Security Commission (local office)
7. Take steps to secure the cooperation of contractors in meeting the goals for contract awards to Section 3 Business concerns, and take steps to ensure that Section 3 Business concerns are notified of pending contractual opportunities by accomplishing the following:
 - a. Insert the Section 3 Contractor's Plan Format in bid documents.
 - b. Identify the Section 3 area in the bid documents.

- c. Include in all procurement solicitations, the following paragraph that is designed to make offerors aware of the Section 3 requirements and to describe the Section 3 area:

Section 3 of the Housing and Urban Development Act of 1968 requires that the City and contractors participating in CDBG projects give opportunities for job training and employment to lower income residents of the Section 3 area that is described below:

- (1) Section 3 also requires that “to the maximum extent feasible” contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area.
- (2) The Section 3 area is defined as follows: (To be determined on a project-by-project basis)

- d. Include a Section 3 Plan Format (see attached) in any construction procurement solicitations on Section 3 covered projects, and require its submittal to the City along with required documentation.
- e. At pre-construction conferences, provide a letter to all successful contractors on Section 3 covered projects. The letter defines Section 3 Residents and Businesses and urges adherence to Section 3 requirements. Attached to the letter are the following:
- HUD Section 3 Brochure
 - 24CFR Subtitle 3 Chapter 1
 - Contractor Section 3 Plan Format
- f. At pre-construction conferences, provide the attached Section 3 poster to be displayed at Section 3 covered project sites.

PUBLIC NOTICE
SECTION 3 BUSINESSES
SECTION 3 RESIDENTS

The City of Hattiesburg has received and may receive Community Development Block Grant Program Funds from the U.S. Department of Housing & Urban Development for projects that involve construction of public facilities and other eligible CDBG activities, engineering, and other professional services in connection with the projects.

In keeping with the requirements of the Community Development Block Grant Program and in keeping with the CDBG projects, the City is seeking to identify the following eligible participants:

Section 3 Businesses that may be interested in employment or business opportunities in connection with the CDBG projects. A Section 3 Business is defined by HUD as any business located within the Section 3 area and is owned at least by 51% by persons residing in the Section 3 area. The business must qualify as small under the small business size standards of the Small Business Administration; and the persons owning the business must be considered by the Small Business Administration to be socially or economically disadvantaged.

Section 3 Residents that may be interested in employment or training opportunities in connection with the CDBG projects. A Section 3 Resident is defined by HUD as any individual who resides within the City in which the CDBG project is located and whose income does not exceed eighty percent (80%) of the median income of the metropolitan statistical area in which the project is located.

The City will maintain a Section 3 Business and Section 3 Resident Registry that will be provided to perspective bidders, contractors, and sub-contractors who are successful bidders on the CDBG projects in the future.

Eligible Section 3 Businesses and Section 3 Residents should contact Mr. Andrew Ellard at the following address:

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-554-1006
E-mail: AELLARD@hattiesburgms.com

Publish one (1) time in the non-legal section on August 10, 2012 in the Hattiesburg American.

Send proof of publication and invoice to: ***Eddie Myers City Clerk***
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

NOTICE TO SECTION 3 RESIDENTS

The City of Hattiesburg has received Community Development Block Grant Program Funds from the U.S. Department of Housing & Urban Development for construction projects that involve water, sewer, drainage, street and sidewalk improvements, landscaping, building construction, engineering, architectural, and other professional services in connection with the projects.

In keeping with requirements of the Community Development Block Grant Program, the City is seeking to identify Section 3 Residents that might be interested in employment or training opportunities in connection with the CDBG projects. The City will maintain a Section 3 Registry that will be provided to perspective bidders, contractors, and sub-contractors who are successful bidders on the CDBG project in the future.

A Section 3 Resident is defined by HUD as any individual who resides within the City in which the CDBG project is located and whose income does not exceed ninety percent (90%) of the median income of the metropolitan statistical area in which the project is located.

Interested Section 3 Residents should contact Mr. Andrew Ellard at the following address:

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-554-1006
E-Mail: AELLARD@hattiesburgms.com

Publish one (1) time in the non-legal section on August 10, 2012 in the Hattiesburg American.

Send proof of publication and invoice to: ***Eddie Myers City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401***

NOTICE TO SECTION 3 BUSINESSES

The City of Hattiesburg has received Community Development Block Grant Program Funds from the U.S. Department of Housing & Urban Development for construction projects that involve sewer, water, drainage, street and sidewalk improvements, landscaping, building construction, engineering, architectural, and other professional services in connection with the projects.

In keeping with requirements of the Community Development Block Grant Program, the City is seeking to identify eligible Section 3 Businesses that might be interested in employment or business opportunities in connection with the CDBG projects. The City will maintain a Section 3 Business Registry that will be provided to perspective bidders, contractors, and sub-contractors who are successful bidders on the CDBG project in the future.

Eligible interested Section 3 Businesses should contact Mr. Andrew Ellard at the following address:

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-554-1006
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Publish one (1) time in the non-legal section on August 10, 2012 in the Hattiesburg American.

Send proof of publication and invoice to: ***Eddie Myers City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401***

MEMORANDUM

POLICY:

The following are the City of Hattiesburg's practices and procedures in keeping with the Immigration Reform and Control Act of 1986.

PURPOSE:

This law seeks to preserve jobs for those who are legally entitled to them: American citizens and aliens who are authorized in our country.

PROCEDURE:

The law requires the City of Hattiesburg to do five things:

1. Have each employee fill out his/her part of the Form I-9 when they start work.
2. Check documents establishing employee's identity and eligibility to work.
3. Properly complete the Form I-9.
4. Retain the form for at least three years or if the employee continues to work for more than three years, the form must be retained until one year after the person leaves employment.
5. Present the form for inspection to an INS or Department of Labor officer upon request. You will be given at least three days advance notice.

EMPLOYMENT ELIGIBILITY:

In order to establish employment eligibility, the person must provide a Social Security card, a United States birth certificate, or one of the immigration documents.

If the employee is unable to provide the required document or documents within three days he or she must at least produce (within three days) a receipt showing that he or she has applied for the document.

The employee must produce the document itself within 21 days of hire date to remain employed.

The Form I-9 is available in the Human Resource Department of the City.

PASSED BY THE CITY COUNCIL, CITY OF HATTIESBURG, MISSISSIPPI ON THIS THE SEVENTH (7th) DAY OF AUGUST, 2012.

ATTEST:

The City of Hattiesburg

Eddie Myers, City Clerk

Johnny DuPree, Mayor

CITY OF HATTIESBURG, MISSISSIPPI LEAD BASED PAINT POLICY

It is the policy of the City of Hattiesburg, Mississippi to comply with all applicable federal, state and local regulations pertaining to the hazards of lead-based paint. This policy addresses the following issues as they relate to lead-based paint: communication, inspection, worker certification and methods, remediation, clean-up and record keeping. The policy focuses on buildings built before 1978 and, in particular, multi-family buildings where children under 6 years old are expected to reside.

Lead-Based Paint Hazard is any condition that causes exposure to lead from lead-contaminated dust, from lead based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated surfaces, friction surfaces, or impact surfaces that could result in adverse human health effects.

Reason(s) for the Policy

The reason for this policy is to prevent exposure to lead-based paint hazards. Lead-based paint was generally banned in the United States in 1978 because of its known health hazards. Subsequent federal, state and local legislation required owners of properties to implement notification, monitoring and remediation practices with regard to lead-based paint hazards.

Consistent with this legislation, the fundamental purpose of this policy is to ensure that: 1) residents, personnel, and contractors are aware of potential hazards from lead-based paint; 2) lead-based paint hazards are identified, monitored and/or remediated, as necessary and 3) workers use lead-safe work practices.

Primary Guidance to Which This Policy Responds

This policy complies with and is modeled after the federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and will be adjusted to comply with any future amendments to this law or any new regulation that is enacted.

Responsible Office & Officer

The City of Hattiesburg is responsible for the maintenance of this policy and for responding to questions and concerns related to lead-based paint in residential spaces. The Director of the Department of Federal & State Programs is the responsible officer. Questions related to a specific building should be directed to the Department of Federal & State Programs of the City of Hattiesburg.

Policy Text

The management of lead-based paint hazards in buildings is guided by existing federal and local legislation. This summary is intended to be an outline and cannot cover all of the important and relevant information governing the policy and lead-based paint legislation.

Send annual notifications to all occupants as well as to occupants upon lease-up, lease renewal, and agreement to lease or commencement of occupancy inquiring if there are children under 6 years of age residing in the unit. Owners must include a notice about owner responsibilities under the law with each lease and must provide a pamphlet informing occupants about lead. Owners must physically inspect units whose occupants do not respond to determine if there is a child under 6 residing in the unit.

Investigate units where children under 6 reside as well as common areas in the property to find peeling paint and lead-based paint hazards on chewable surfaces, deteriorated sub surfaces, and friction and impact surfaces. This investigation must be conducted at least annually, or more often if the owner knows about a condition that may cause a lead hazard, or the occupant complains about such a condition.

Remediate lead hazards, using safe work practices and trained workers.

Use safe work practices for all repairs and renovations performed in a unit where a child under 6 resides and in the common areas of buildings with such units. Respond to inquiries from the owner regarding the presence of children under 6 who are residing in the building. Promptly reporting any potential lead paint hazards such as peeling paint.

Facilitate annual inspections

Federal law requires that landlords disclose the presence of known lead-based paint and/or lead-based paint hazards in residential housing constructed before the phase-out of residential lead-based paint use in 1978. Landlords must also provide any available records or reports pertaining to the presence of lead-based paint and provide renters with the pamphlet developed by the United States Environmental Protection Agency, Housing and Urban Development and Consumer Product Safety Commission titled, *Protect Your Family from Lead in Your Home*. <http://www.epa.gov/oppt/lead/pubs/leadprot.htm>

Web site link:

Lead in Paint, Dust and Soil: <http://www.epa.gov/lead/index.html> U. S. Environmental Protection Agency

**CITY OF HATTIESBURG, MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
EXCESSIVE FORCE POLICY**

A RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS.

WHEREAS the Congress of the United States has passed the Armstrong/Walker "Excessive Force" Amendment (Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended) prohibiting the use of excessive force by a local law enforcement agency against any individual engaged in nonviolent civil rights demonstration within its jurisdiction;

AND WHEREAS the City of Hattiesburg, Mississippi has received funds from the U.S. Department of Housing and Urban Development Community Development Block Grant Entitlement Program and is required to comply with the Armstrong/Walker "Excessive Force" Amendment;

AND WHEREAS the use of excessive force against demonstrators may cause the CITY to lose its grant or eligibility for future federal grants;

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

SECTION 1. It is POLICY of the CITY that excessive force by local law enforcement agencies shall not be used against individuals engaged in lawful and nonviolent civil rights demonstrations within the City boundaries.

SECTION 2. The Mayor and Council direct the Police Chief to implement this Resolution by amending applicable police department procedures.

The foregoing resolution having been reduced to writing, the same was introduced by Council person Delgado, seconded by Council person Naylor, and was adopted by the following vote, to wit:

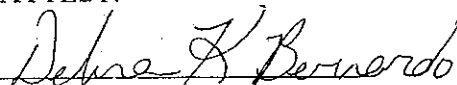
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

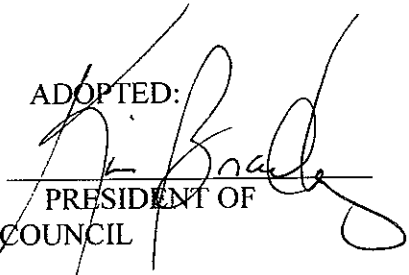
The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of August, A.D., 2012.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

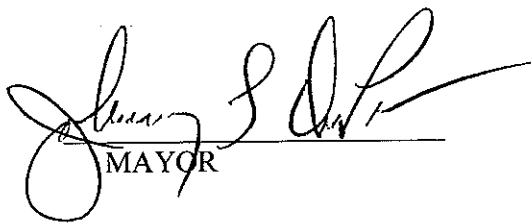

PRESIDENT OF
COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 7th day of August, A.D., 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

RESOLUTION ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN TO BE USED IN CONNECTION WITH PROJECTS FUNDED WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

WHEREAS, the City of Hattiesburg (the "City") has received CDBG Project funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, by virtue of its receipt of CDBG funds, the City is required by Section 104(d) of the Housing and Community Development Act to adopt a Residential Antidisplacement and Relocation Assistance Plan, which is intended to minimize displacement of families in connection with the CDBG projects; and

WHEREAS, it is the intention of the City to minimize the displacement of families in connection with the CDBG projects.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City that:

SECTION ONE: The CDBG Program Residential Antidisplacement Plan be and is hereby adopted. Said plan is attached hereto and made a part hereof.

The foregoing resolution having been reduced to writing, the same was introduced by Council person Delgado, seconded by Council person Naylor, and was adopted by the following vote, to wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

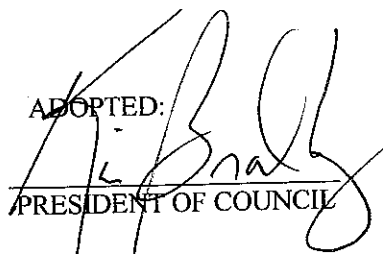
The President thereby declared the motion carried and the Resolution adopted, on this the 7 day of August, A.D., 2012.

(S E A L)

ATTEST:

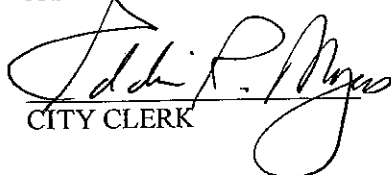

CLERK OF COUNCIL

ADOPTED:

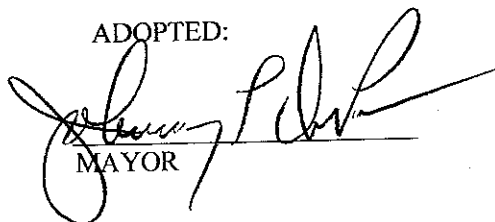

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 7 day of August, A.D., 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

In accord with the requirements of Section 104(d) of the Housing and Community Development Act (the "Act"), the City of Hattiesburg (the "City") has adopted this plan by resolution of the Mayor and Councilmen.

Applicability of Plan

It is important to note that the projects to be funded with Community Development Block Grant funds (CDBG) from the U.S. Department of Housing & Urban Development have been planned to avoid the displacement or relocation of persons and/or families. The projects have also been planned in a manner that avoids the demolition or conversion of code standard housing that is suitable for occupancy. It is not expected that displacement, relocation, or conversion will occur as a result of any project or activity funded in whole or in part with CDBG funds. In the unlikely event that displacement, relocation, or conversion is necessary as a result of the CDBG funds, this Residential Antidisplacement Plan will be applicable.

Plan Available To Public

The City will provide copies of the Plan to citizens upon request and at public hearings related to the CDBG program.

A "Notice of Availability" of the Residential Antidisplacement and Relocation Assistance Plan shall be published at least once in a local newspaper of general circulation in the City and shall inform citizens of the availability of the Plan. (See attached sample Notice.)

Displacement of Persons To Be Minimized

The City will make all reasonable efforts to insure that activities undertaken through the use of Community Development Block Grant (CDBG) funds will not cause unnecessary displacement or relocation.

Consistent with the goals and objectives of activities assisted under the Act, the City will minimize the displacement of persons from their homes as a result of CDBG assisted activities.

The City will administer the CDBG program in such a manner as to give careful consideration during its program planning to avoid displacement of families. Displacement of any nature shall be a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

CDBG project activities that involve demolition will be structured so that only vacant dilapidated units that have been inspected and found to be unfit for human habitation are considered for demolition.

Displacement/Relocation Policy

If displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property directly by the City, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894; 42 U.S.C. 4601 *et seq.*, Pub. L. 91-646), and amendments and referred to as the "Uniform Act" shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

One-For-One Replacement Units

The City shall follow this Plan providing one-for-one replacement units and relocation assistance in accordance with the following:

1. All occupied and vacant code standard low/moderate-income dwelling units that are demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of CDBG activity shall be replaced by governmental agencies or private developers with low/moderate-income dwelling units. Replacement low/moderate-income dwelling units may include public housing or existing housing receiving Section 8 project-based assistance under the United States Housing Act of 1937. The replacement low/moderate-income dwelling units shall be provided within three years of the commencement of the demolition or rehabilitation related to the conversion and shall meet the following requirements:
 - a. The units shall be located within the jurisdiction of the City.
 - b. The units shall be sufficient in number and size to house at least the number of occupants that could have been housed in the units that are demolished or converted. The number of occupants that may be housed in units shall be determined in accordance with local housing occupancy codes.
 - c. The units shall be provided in standard condition. Replacement low/moderate-income dwelling units

may include units that have been raised to standard from substandard condition.

- d. The units shall be designed to remain low/moderate-income dwelling units for at least ten (10) years from the date of initial occupancy.

2. Make public and prior submittal to HUD.

Before obligating or expending funds provided under this part for any activity that will directly result in the demolition of low/moderate-income dwelling units or the conversion of low/moderate-income dwellings to another use, the City shall make public and submit the following information in writing to the U.S. Department of Housing & Urban Development:

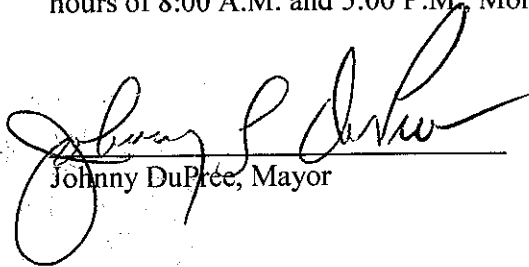
- a. A description of the proposed assisted activity.
- b. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for low/moderate-income dwellings units as a direct result of the assisted activity.
- c. A time schedule for the commencement and completion of the demolition or conversion.
- d. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will provide as replacement dwelling units.
- e. The source of funding and a time schedule for the provision of replacement dwelling units.
- f. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The information as required above shall be made public by the City by publishing a *"Notice of Availability of Information/Demolition or Conversion of Dwelling Units"*. The notice will be published in a local newspaper of general circulation in the City of Hattiesburg at least once and will inform the public as to the time, place, and location of the availability of the information. (See attached sample Notice.)

**NOTICE OF AVAILABILITY
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE
PLAN**

The Mayor and Councilmen of the City of Hattiesburg (the "City") hereby advise the citizens of the City that a Residential Antidisplacement and Relocation Assistance Plan has been prepared and adopted by the City in accordance with the requirements of the Community Development Block Grant Program.

Copies of the Plan are available for public review and can be obtained by citizens at the office of the City Clerk in Hattiesburg, 200 Forrest Street, Hattiesburg, MS, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.



Johnny DuPree, Mayor

Publish one (1) time in the non-legal section on August 10, 2012 in the Hattiesburg American.

*Send proof of publication and invoice to: Eddie Myers City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401*

**RESOLUTION ADOPTING A SECTION 3 PLAN AS REQUIRED BY REGULATIONS
GOVERNING THE CDBG PROGRAM AND TO BE APPLICABLE TO PROJECTS FUNDED
BY THE RESPECTIVE GRANT PROGRAMS**

WHEREAS, the City of Hattiesburg will receive CDBG Program funds from the U.S. Department of Housing & Urban Development; and

WHEREAS, by virtue of its receipt of the CDBG Program funds, the City of Hattiesburg is required to adopt a Section 3 Plan, which is intended to encourage, to the greatest extent feasible, that economic opportunity generated by CDBG projects be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons; and

WHEREAS, it is the intention of the City of Hattiesburg to implement its CDBG projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg that:

SECTION ONE: The CDBG Program Section 3 Plan, which is attached thereto and made a part hereof, be and is hereby adopted.

The foregoing resolution having been reduced to writing, the same was introduced by Council person Delgado, seconded by Council person Naylor, and was adopted by the following vote, to wit:

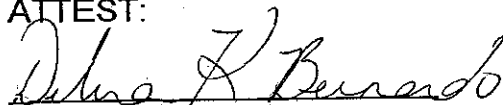
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

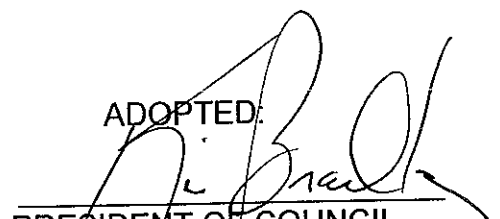
The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of August, A.D., 2012.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 7th day of August, A.D., 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

CDBG GRANT PROGRAM SECTION 3 PLAN

Introduction

This Section 3 Plan is to fulfill requirements of the CDBG Grant Program as provided in Section 3 of the Housing and Urban Development Act of 1968.

The Section 3 Plan has been adopted by the City of Hattiesburg by a resolution of the Mayor and City Council.

What Section 3 Requires

Section 3 requires that, to the greatest extent possible, opportunities for job training and employment be given to lower income residents of the Section 3 area and that contracts for work in connection with the Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area. Section 3 requires that the City/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects. This Plan describes the obligations of the City and contractors imposed as a condition of receiving financial assistance for a Section 3 covered project. The "condition" is imposed by means of a certification or contract document that includes Section 3 obligations.

HUD Regulations require the City to adopt appropriate procedures and requirements to "assure good faith efforts toward compliance with the statutory directive." The regulation further provides that Section 3 Regulations, at 24CFR Part 135 "are not applicable to" CDBG activities assisted under 24CFR Part 570. The Part 135 regulations, while not binding on CDBG grantees, "may be referred to as guidance indicative of the Secretary's view of the statutory objectives in other contexts".

Applicable Definitions

1. *Employment Opportunities Generated by Section 3 Covered Assistance*
Rehabilitation and construction positions pursuant to the activities covered by Section 3, plus management and administrative jobs (including architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups) and jobs directly related to the administrative support of these activities (e.g., construction manager, relocation specialist, payroll clerk, etc.).
2. *Housing and Community Development Assistance*
Any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement or contract, and includes community development funds in the form of community development block grants and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended, Housing and

Community Development assistance does not include financial assistance provided through a contract of insurance or guaranty.

3. *Service Area*

The geographical area in which the persons benefiting from the Section 3 covered assistance project reside. The service area shall not extend beyond the unit of general local government in which the Section 3 covered assistance is expended.

4. *New Hires*

Full-time employees for permanent, temporary or seasonal employment opportunities.

5. *Recipient*

Any entity that receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian Tribe or other public body, public or private non-profit organization, private agency or institution, mortgagors, developers, limited dividend sponsors, builders, property managers, RMC, RC, or cooperative associations. Recipient also includes any successor, assignee, or transferee of any such entity but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

6. *Section 3 Business Concern*

A business concern that is (1) 51% or more owned by Section 3 residents; (2) whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business and Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be award to business concerns that meet the qualifications of (1) and (2) above.

7. *Section 3 Covered Contract*

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program or contracts for supplies and materials. However, when a contract for supplies and materials includes the installation of the materials, the contract constitutes a Section 3 covered contract (i.e., the installation of a furnace).

8. *Section 3 Covered Project*

The construction, reconstruction, conversion, or rehabilitation of housing (including the reduction of lead-based paint hazards), other public

construction that includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

9. *Section 3 Resident*

(1) A public housing resident or (2) an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is (a) a low-income person (with income not exceeding 80% of median, or (b) a very low-income person (with income not exceeding 50% of median).

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010), requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns that are located in or owned in substantial part by persons residing in the area of the project.

A Good Faith Effort – Section 3 Residents

The City will make a good faith effort to utilize Section 3 area residents as trainees and employees. To the greatest extent feasible, opportunities for training and employment arising in connection with a Section 3 covered project are to be given to Section 3 area residents.

1. Although Section 3 does not require that a training program be established, it does require that where there is a training program, Section 3 area residents receive preference for such training. An applicant, city, contractor or subcontractor is obligated under Part 135 Subpart B, to use the maximum number of persons in training categories and to fill all vacant training positions with Section 3 area residents except for those training positions that remain unfilled after a good faith effort has been made to fill them with qualified/eligible Section 3 area residents.

Actions Demonstrating Good Faith Effort

In its efforts to demonstrate and document a good faith effort, the City will undertake the following:

1. Publish a Notice To Section 3 Residents and Businesses in a local newspaper of general circulation in the community. The Notice will inform interested Section 3 Residents and Businesses of the types of projects to be undertaken and providing an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry (see attached).
2. Post at City Hall, a Notice To Section 3 Residents and Businesses informing interested Section 3 Residents and Businesses of the types of projects to be undertaken and providing an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry (see attached).

3. Post at the Mississippi Regional Housing Authority No. VIII and other local agencies providing assisted housing, a Notice To Section 3 Residents and Businesses informing interested Section 3 Residents and Businesses of the types of projects to be undertaken and providing an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry (see attached).
 - Mississippi Regional Housing Authority No. VIII
 - Hattiesburg Housing Properties
 - Robertson Place
 - Hope Drive Site
 - Briarfield Place
4. Establish a Section 3 Resident Registry to provide names, addresses, and contact information of eligible/qualified Section 3 Residents to contractors or subcontractors.
5. Establish a Section 3 Business Registry to provide names, addresses, and contact information of eligible/qualified Section 3 Businesses to contractors or subcontractors.
6. Notify State and Federal agencies, by letter, of the local government's interest in complying with Section 3 and requesting names, addresses, and other contact information of Section 3 Businesses in the community. The list of agencies should include, at a minimum:
 - The U.S. Department of Housing and Urban Development, Jackson Office of Fair Housing and Equal Opportunity
 - The Gulf Coast Offices of the Small Business Administration
 - The State Office of the Small Business Administration
 - The Mississippi Regional Housing Authority No. VIII
 - Hattiesburg Housing Properties
 - The Mississippi Development Authority Minority and Small Business Development Division
 - The Mississippi Employment Security Commission (local office)
7. Take steps to secure the cooperation of contractors in meeting the goals for contract awards to Section 3 Business concerns, and take steps to ensure that Section 3 Business concerns are notified of pending contractual opportunities by accomplishing the following:
 - a. Insert the Section 3 Contractor's Plan Format in bid documents.
 - b. Identify the Section 3 area in the bid documents.

- c. Include in all procurement solicitations, the following paragraph that is designed to make offerors aware of the Section 3 requirements and to describe the Section 3 area:

Section 3 of the Housing and Urban Development Act of 1968 requires that the City and contractors participating in CDBG projects give opportunities for job training and employment to lower income residents of the Section 3 area that is described below:

- (1) Section 3 also requires that "to the maximum extent feasible" contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area.
- (2) The Section 3 area is defined as follows: (To be determined on a project-by-project basis)

- d. Include a Section 3 Plan Format (see attached) in any construction procurement solicitations on Section 3 covered projects, and require its submittal to the City along with required documentation.
- e. At pre-construction conferences, provide a letter to all successful contractors on Section 3 covered projects. The letter defines Section 3 Residents and Businesses and urges adherence to Section 3 requirements. Attached to the letter are the following:
- HUD Section 3 Brochure
 - 24CFR Subtitle 3 Chapter 1
 - Contractor Section 3 Plan Format
- f. At pre-construction conferences, provide the attached Section 3 poster to be displayed at Section 3 covered project sites.

PUBLIC NOTICE
SECTION 3 BUSINESSES
SECTION 3 RESIDENTS

The City of Hattiesburg has received and may receive Community Development Block Grant Program Funds from the U.S. Department of Housing & Urban Development for projects that involve construction of public facilities and other eligible CDBG activities, engineering, and other professional services in connection with the projects.

In keeping with the requirements of the Community Development Block Grant Program and in keeping with the CDBG projects, the City is seeking to identify the following eligible participants:

Section 3 Businesses that may be interested in employment or business opportunities in connection with the CDBG projects. A Section 3 Business is defined by HUD as any business located within the Section 3 area and is owned at least by 51% by persons residing in the Section 3 area. The business must qualify as small under the small business size standards of the Small Business Administration; and the persons owning the business must be considered by the Small Business Administration to be socially or economically disadvantaged.

Section 3 Residents that may be interested in employment or training opportunities in connection with the CDBG projects. A Section 3 Resident is defined by HUD as any individual who resides within the City in which the CDBG project is located and whose income does not exceed eighty percent (80%) of the median income of the metropolitan statistical area in which the project is located.

The City will maintain a Section 3 Business and Section 3 Resident Registry that will be provided to perspective bidders, contractors, and sub-contractors who are successful bidders on the CDBG projects in the future.

Eligible Section 3 Businesses and Section 3 Residents should contact Mr. Andrew Ellard at the following address:

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-554-1006
E-mail: [**AELLARD@hattiesburgms.com**](mailto:AELLARD@hattiesburgms.com)

Publish one (1) time in the non-legal section on August 10, 2012 in the Hattiesburg American.

Send proof of publication and invoice to: ***Eddie Myers City Clerk***
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

NOTICE TO SECTION 3 RESIDENTS

The City of Hattiesburg has received Community Development Block Grant Program Funds from the U.S. Department of Housing & Urban Development for construction projects that involve water, sewer, drainage, street and sidewalk improvements, landscaping, building construction, engineering, architectural, and other professional services in connection with the projects.

In keeping with requirements of the Community Development Block Grant Program, the City is seeking to identify Section 3 Residents that might be interested in employment or training opportunities in connection with the CDBG projects. The City will maintain a Section 3 Registry that will be provided to perspective bidders, contractors, and sub-contractors who are successful bidders on the CDBG project in the future.

A Section 3 Resident is defined by HUD as any individual who resides within the City in which the CDBG project is located and whose income does not exceed ninety percent (90%) of the median income of the metropolitan statistical area in which the project is located.

Interested Section 3 Residents should contact Mr. Andrew Ellard at the following address:

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-554-1006
E-Mail: [**AELLARD@hattiesburgms.com**](mailto:AELLARD@hattiesburgms.com)

Publish one (1) time in the non-legal section on August 10, 2012 in the Hattiesburg American.

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In keeping with requirements of the Community Development Block Grant Program, the City is seeking to identify eligible Section 3 Businesses that might be interested in employment or business opportunities in connection with the CDBG projects. The City will maintain a Section 3 Business Registry that will be provided to perspective bidders, contractors, and sub-contractors who are successful bidders on the CDBG project in the future.

Eligible interested Section 3 Businesses should contact Mr. Andrew Ellard at the following address:

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-554-1006
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City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401***

MEMORANDUM

POLICY:

The following are the City of Hattiesburg's practices and procedures in keeping with the Immigration Reform and Control Act of 1986.

PURPOSE:

This law seeks to preserve jobs for those who are legally entitled to them: American citizens and aliens who are authorized in our country.

PROCEDURE:

The law requires the City of Hattiesburg to do five things:

1. Have each employee fill out his/her part of the Form I-9 when they start work.
2. Check documents establishing employee's identity and eligibility to work.
3. Properly complete the Form I-9.
4. Retain the form for at least three years or if the employee continues to work for more than three years, the form must be retained until one year after the person leaves employment.
5. Present the form for inspection to an INS or Department of Labor officer upon request. You will be given at least three days advance notice.

EMPLOYMENT ELIGIBILITY:

In order to establish employment eligibility, the person must provide a Social Security card, a United States birth certificate, or one of the immigration documents.

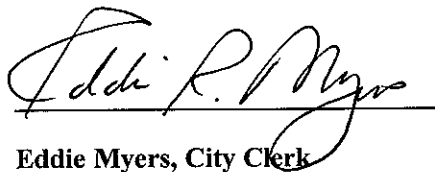
If the employee is unable to provide the required document or documents within three days he or she must at least produce (within three days) a receipt showing that he or she has applied for the document.

The employee must produce the document itself within 21 days of hire date to remain employed.

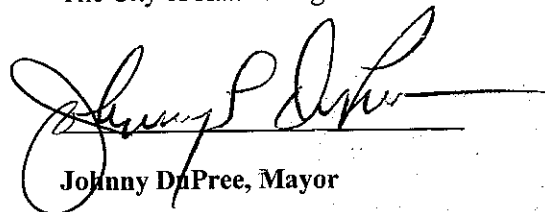
The Form I-9 is available in the Human Resource Department of the City.

PASSED BY THE CITY COUNCIL, CITY OF HATTIESBURG, MISSISSIPPI ON THIS THE SEVENTH (7th) DAY OF AUGUST, 2012.

ATTEST:


Eddie Myers, City Clerk

The City of Hattiesburg


Johnny DuPre, Mayor

CITY OF HATTIESBURG, MISSISSIPPI LEAD BASED PAINT POLICY

It is the policy of the City of Hattiesburg, Mississippi to comply with all applicable federal, state and local regulations pertaining to the hazards of lead-based paint. This policy addresses the following issues as they relate to lead-based paint: communication, inspection, worker certification and methods, remediation, clean-up and record keeping. The policy focuses on buildings built before 1978 and, in particular, multi-family buildings where children under 6 years old are expected to reside.

Lead-Based Paint Hazard is any condition that causes exposure to lead from lead-contaminated dust, from lead based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated surfaces, friction surfaces, or impact surfaces that could result in adverse human health effects.

Reason(s) for the Policy

The reason for this policy is to prevent exposure to lead-based paint hazards. Lead-based paint was generally banned in the United States in 1978 because of its known health hazards. Subsequent federal, state and local legislation required owners of properties to implement notification, monitoring and remediation practices with regard to lead-based paint hazards.

Consistent with this legislation, the fundamental purpose of this policy is to ensure that: 1) residents, personnel, and contractors are aware of potential hazards from lead-based paint; 2) lead-based paint hazards are identified, monitored and/or remediated, as necessary and 3) workers use lead-safe work practices.

Primary Guidance to Which This Policy Responds

This policy complies with and is modeled after the federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and will be adjusted to comply with any future amendments to this law or any new regulation that is enacted.

Responsible Office & Officer

The City of Hattiesburg is responsible for the maintenance of this policy and for responding to questions and concerns related to lead-based paint in residential spaces. The Director of the Department of Federal & State Programs is the responsible officer. Questions related to a specific building should be directed to the Department of Federal & State Programs of the City of Hattiesburg.

Policy Text

The management of lead-based paint hazards in buildings is guided by existing federal and local legislation. This summary is intended to be an outline and cannot cover all of the important and relevant information governing the policy and lead-based paint legislation.

Send annual notifications to all occupants as well as to occupants upon lease-up, lease renewal, and agreement to lease or commencement of occupancy inquiring if there are children under 6 years of age residing in the unit. Owners must include a notice about owner responsibilities under the law with each lease and must provide a pamphlet informing occupants about lead. Owners must physically inspect units whose occupants do not respond to determine if there is a child under 6 residing in the unit. Investigate units where children under 6 reside as well as common areas in the property to find peeling paint and lead-based paint hazards on chewable surfaces, deteriorated sub surfaces, and friction and impact surfaces. This investigation must be conducted at least annually, or more often if the owner knows about a condition that may cause a lead hazard, or the occupant complains about such a condition. Remediate lead hazards, using safe work practices and trained workers.

Use safe work practices for all repairs and renovations performed in a unit where a child under 6 resides and in the common areas of buildings with such units. Respond to inquiries from the owner regarding the presence of children under 6 who are residing in the building. Promptly reporting any potential lead paint hazards such as peeling paint.

Facilitate annual inspections

Federal law requires that landlords disclose the presence of known lead-based paint and/or lead-based paint hazards in residential housing constructed before the phase-out of residential lead-based paint use in 1978. Landlords must also provide any available records or reports pertaining to the presence of lead-based paint and provide renters with the pamphlet developed by the United States Environmental Protection Agency, Housing and Urban Development and Consumer Product Safety Commission titled, *Protect Your Family from Lead in Your Home*. <http://www.epa.gov/oppt/lead/pubs/leadprot.htm>

Web site link:

Lead in Paint, Dust and Soil: <http://www.epa.gov/lead/index.html> U. S. Environmental Protection Agency



City of Hattiesburg, MS

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

Master

File Number: 2012-1002

File ID: 2012-1002

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: 614, 620, 710, 714, 716, 720 Barkley
Road-Subdivide a Property

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/263

Title:

Approve or Deny the petition filed and represented by Donna A. Ali of Community Connections Inc., Owner, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Sections 102, 104, and 109, to subdivide a property located at 614, 620, 710, 714, 716, 720 Barkley Road (Parcels 041A-27-001.08, 041A-27-001.07, 041A-27-001.03, 041A-27-001.04, 041A-27-001.02, 041A-27-001.01, PPIN 042484, 042483, 041882, 041883, 041817, 041720, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Barkley Road -6 Lots to Subdivide (Minutes and Packet)

Enactment Number:

Contact: 601-554-1031

Meeting Date: 08/07/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve the petition filed and represented by Donna A. Ali of Community Connections Inc., Owner, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Sections 102, 104, and 109, to subdivide a property located at 614, 620, 710, 714, 716, 720 Barkley Road (Parcels 041A-27-001.08, 041A-27-001.07, 041A-27-001.03, 041A-27-001.04, 041A-27-001.02, 041A-27-001.01, PPIN 042484, 042483, 041882, 041883, 041817, 041720, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1002

Title

Approve or Deny the petition filed and represented by Donna A. Ali of Community Connections Inc., Owner, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Sections 102, 104, and 109, to subdivide a property located at 614, 620, 710, 714, 716, 720 Barkley Road (Parcels 041A-27-001.08, 041A-27-001.07, 041A-27-001.03, 041A-27-001.04, 041A-27-001.02, 041A-27-001.01, PPIN 042484, 042483, 041882, 041883, 041817, 041720, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

614, 620, 710, 714, 716, 720 Barkley Road - Subdividing of Property

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
JULY 24, 2012**

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

minutes as presented.

Motion made by: Don McCleskey

Motion seconded by: Robin Roberts

Commissioners voting aye: Don McCleskey
Robin Roberts
Marjorie Chambers
Annie Pope
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineer's Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Inspection Report. Bill Rodgers, Land Code Administrator, presented the report to the committee.

	June 2012	
New Construction:		Dollar Amount
Apartment	0	-0-
Commercial	3	\$1,373,400
Residential	0	-0-
Remodel/Repairs:		
Apartment	5	\$201,775
Commercial	15	\$2,323,651
Residential	40	\$324,411
Historic Commercial	0	-0-
Historic Residential	15	\$5,126,113
Mercury Tests:		
Commercial	4	\$400
Residential	9	\$900

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs, AICP reviewed the report of the petition for 804 West Pine Street in which the request was Approved by the City Council at their meeting on June 19, 2012. Mr. Scruggs noted that Cooper Consulting and City staff met with property owners for the Midtown Project during the end of June 2012 and recommendations to

move forward with adoption would be presented in September 2012. Mr. Scruggs also noted that the Hattiesburg Corridor Revitalization Study had recently mailed out merchant/business owner surveys in which some will be hand delivered within the next few days.

CHAIRMAN REPORT

There was no Chairman's Report.

PUBLIC HEARING

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

There came the matter of Item A, filed and represented by Donna A. Ali of Community Connections Inc., Owner, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Sections 102, 104, and 109, to subdivide a property located at 614, 620, 710, 714, 716, 720 Barkley Road (Parcels 041A-27-001.08, 041A-27-001.03, 041A-27-001.04, 041A-27-001.02, 041A-27-001.01, PPIN 042484, 042483, 041882, 041883, 041817, 041720, Ward 5).

	Name	Address	City/State
<u>Presented by:</u>	Donna Ali	P.O. Box 18612	Hattiesburg, MS 39404
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 1:31 p.m. and the Business Meeting open to vote on the request. A motion was made to vote and approve the request based on the following reason: The proposed subdivision is consistent with the Land Development Code and Comprehensive Plan.

<u>Motion made by:</u>	Don McCleskey
<u>Motion seconded by:</u>	Judy Corts
<u>Commissioners voting aye:</u>	Marjorie Chambers Don McCleskey Robin Roberts Judy Corts Annie Pope
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

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

PLANNING COMMISSION

June 6, 2012

ITEM A

PROPERTY ADDRESS:

614, 620, 710, 714, 716, 720 Barkley Road

Parcel: 041A-27-001.08, 041A-27-001.07, 041A-27-001.03, 041A-27-001.04, 041A-27-001.02, 041A-27-001.01

PPIN: 042484, 042483, 041882, 041883, 041817, 041720

Ward: 5

PETITIONER:

Donna A. Ali, Community Connections Inc., P.O. Box 18612, Hattiesburg, MS 39404

PROPERTY OWNER:

Donna A. Ali with Community Connections Inc., Owner, P.O. Box 18612, Hattiesburg, MS 39404

REQUEST: To subdivide a property along Barkley Road.

PREVIOUS PLANNING COMMISSION ACTION ON SURROUNDING PROPERTY: None**SPECIAL DISTRICTS:**

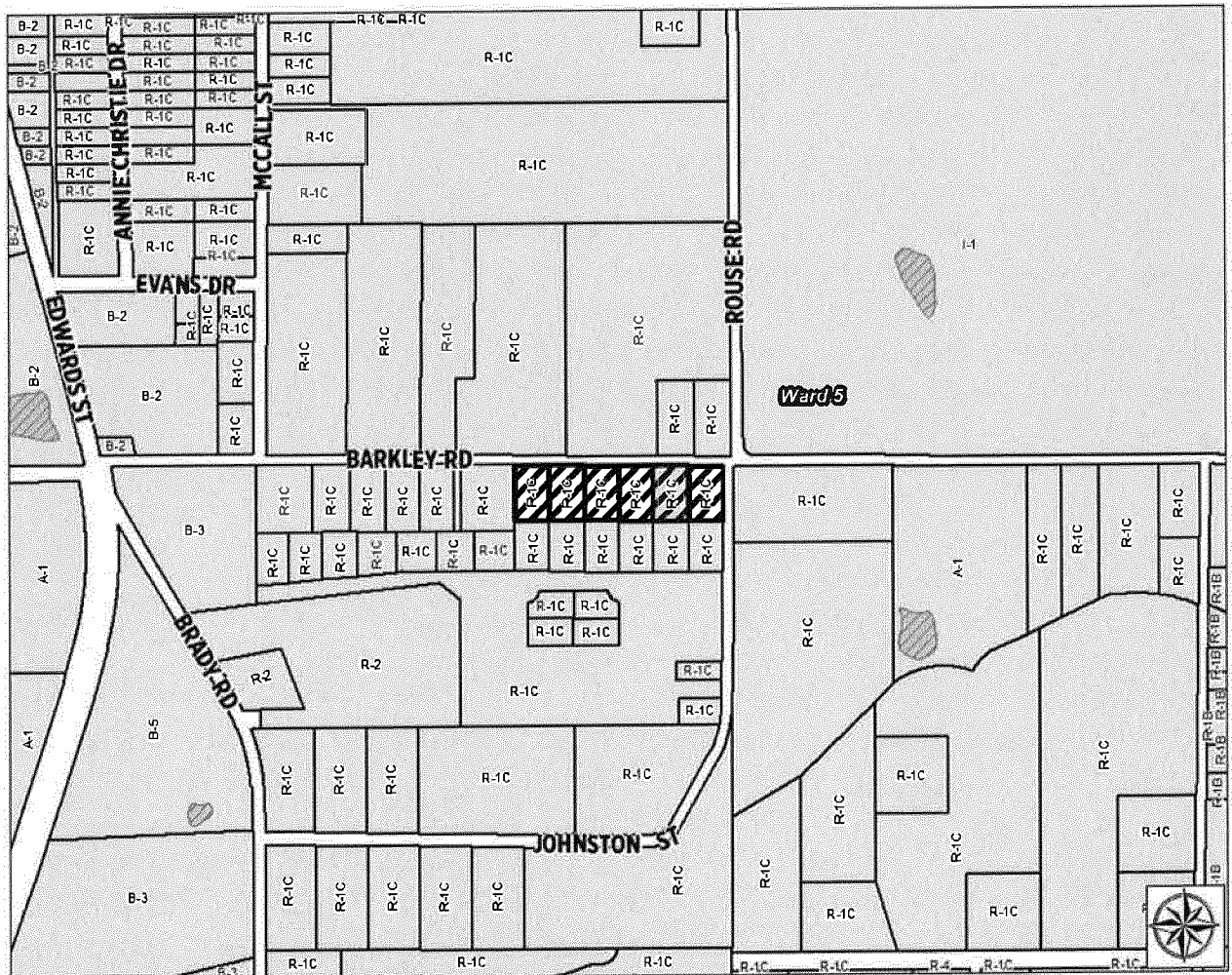
Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

The Site Plan Review Committee approved a 4 lot subdivision in 2005.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

PLANNING COMMISSION

July 5, 2012

ITEM A

PROPERTY ADDRESS:

614, 620, 710, 714, 716, 720 Barkley Road

REQUESTED ACTION:

To subdivide property located at Barkley Road.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 6, Sections 102, 104 and 109

ADJACENT ZONING AND LAND USES:NORTH: R-1C (Single-Family Residential) District; Single FamilySOUTH: R-1C (Single-Family Residential) District; VacantEAST: R-1C (Single-Family Residential) District and I-1 (Light Industrial) District; VacantWEST: R-1C (Single-Family Residential) District and R-2 (Two-Family Residential) District; Residential**PHYSICAL SITE CHARACTERISTICS:**

The development is located on the south side of Barkley Road. The project includes 6 lots that were approved and recorded by the Forrest County and 6 homes are present on the lots. A large undeveloped parcel consisting of 12.3 acres is identified as a future phase.

STREETS AND TRAFFIC:

The subject property is located on the south side of Collins Road and lies between Brady Road and Johnston Street.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

The subdivision is situated on Barkley Road. The right-of-way consist of two lanes and no sidewalks. Parking is situated in the front of the residences.

CHARACTER OF THE NEIGHBORHOOD:

The property is located on Barkley Road with deep, wide lots, increased setbacks and front parking. There is a general mix of residential, industrial, and agricultural uses around this area. The immediate area along Barkley Road is residential uses.

CONSIDERATIONS:

The development has already been spit through the county and conveyed to property owners. Homes have been constructed on the lots and the units are occupied. This review and approval process will allow the development to be properly recorded and recognized by the City. In addition, it will provide a basis for future phases.

CRITERIA FOR APPROVAL:

A review by appropriate departments, Site Plan Review Committee, Hattiesburg Planning Commission, and City Council for consistency with Land Development Code and other city requirements.

FUTURE LAND USE MAP DESIGNATION:Neighborhood Conservation District 2

See Comprehensive Plan—pages 95-96

District Overview:

The Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics:

The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses:

The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

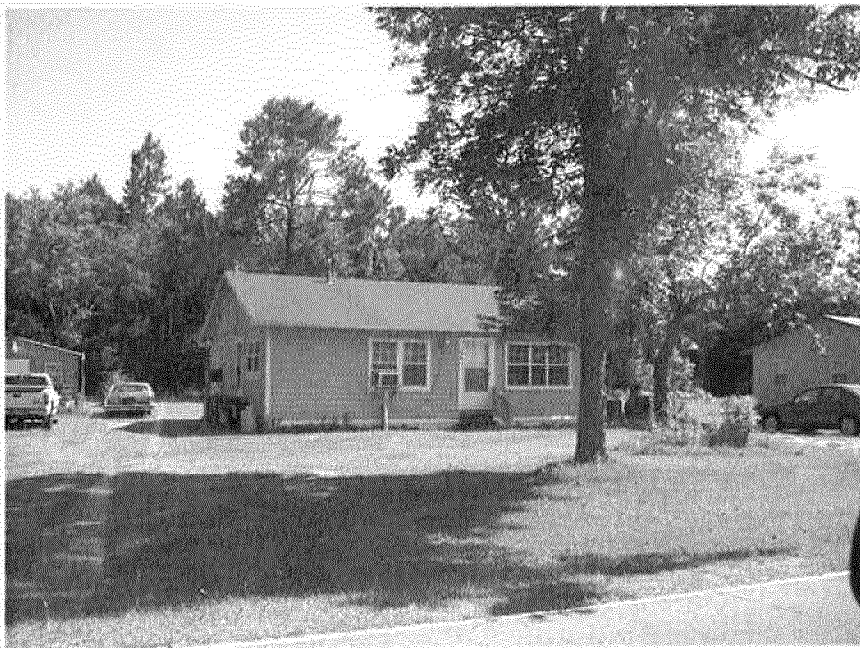
Barkley Road (Subject Subdivision)



Residential (North)



Residential (North)



Vacant Land (East)



**HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION**

For Additional Information contact:

Lisa Reid, Planning Manager

Urban Development -Planning Division; City of Hattiesburg

P. O. Box 1898 (39403); 200 Forrest Street (39401)

ph: 601-554-1031 fax:601-545-1962

E-Mail: lreid@hattiesburgms.com

**REQUEST FOR SUBDIVIDING OF
LOT, PARCEL, OR TRACT**

ADDRESS OF PROPERTY: 720, 716, 714, 710, 620, 614 BARKLEY RD.
Municipal Number and Street Name

Present Zoning Classification: R-1C Ward 5

City Tax Parcel Number: null only county parcels

Subdivision Block and Lot Number: _____

APPLICANT:

Name: COMMUNITY CONNECTIONS INC.

Mailing Address: PO BOX 18612, HATTIESBURG, MS 39404

Telephone (W) 601-261-0820 (H) _____ (C) _____

REPRESENTED BY:

Name: DONNA A. ALI

Mailing Address: PO BOX 18612, HATTIESBURG, MS 39404

Telephone (W) 601-261-0820 (H) 601-736-2192 (C) 601-580-8089

CURRENT OWNER(S) OF PROPERTY:

Name: COMMUNITY CONNECTIONS INC / DR. RASHAD & DONNA ALI

Mailing Address: 215 MOBILE ST

Telephone (W) 601-261-0820 (H) 601-736-2192 (C) 601-580-8089

1. This property is located on the SOUTH side of BARKLEY RD
and lies between EDWARDS ST. and JOHNSTON & GRADY
Street Name *Street Name*

2. Property data:

Existing lot/parcel/tract contains 12.07 ^{acres} Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into 7 (SEVEN PARCELS) lots/parcels.

Newly subdivided Parcel #1 contains .34 acres sq. feet/acres

Public Road frontage? ☒ Yes ☐ No

If yes, name of road(s) BARKLEY RD

Private Road frontage? Yes ☐ No ☒

If yes, name of road(s) _____

Lot area and frontage requirements comply? ☒ Yes ☐ No

Newly subdivided Parcel #2 contains .34 acres sq. feet/acres

Public Road frontage? ☒ Yes ☐ No

If yes, name of road(s) BARKLEY RD

Private Road frontage? Yes ☐ No ☒

If yes, name of road(s) _____

Lot area and frontage requirements comply? ☒ Yes ☐ No

Newly subdivided Parcel #3 contains .34 acres sq. feet/acres

Public Road frontage? ☒ Yes ☐ No

If yes, name of road(s) BARKLEY RD

Private Road frontage? Yes ☐ No ☒

If yes, name of road(s) _____

Lot area and frontage requirements comply? ☒ Yes ☐ No

Newly subdivided Parcel #4 contains .34 acres sq. feet/acres

Public Road frontage? ☒ Yes ☐ No

If yes, name of road(s) BARKLEY RD

Private Road frontage? Yes ☐ No ☒

If yes, name of road(s) _____

Lot area and frontage requirements comply? ☒ Yes ☐ No

PUBLIC HEARING APPLICATION**P O BOX 1898 (200 Forrest Street/39401)****HATTIESBURG, MS 39403-1898****Department of Urban Development****(601) 545-4591 or 545-4599 or FAX (601) 545-1962****PUBLIC HEARING TYPE REQUESTED:****Application for (check all appropriate types):**

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete**FOR USE PERMIT UPON REVIEW ONLY:**

Check Applicable Type:

- ☐ Auto Sales
 ☐ Barber/Beauty Shop
 ☐ Care Center (type _____)
- ☐ Digital Billboard, New
 ☐ Digital Billboard, Replacement
 ☐ Junk Yard
- ☐ Restaurant
 ☐ Telecommunications
 ☐ Other _____

Land Development Code Article No. _____

Section _____

Staff
Information**FOR RE-ZONING ONLY:**

Existing Zoning: _____

Proposed Zoning: _____

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

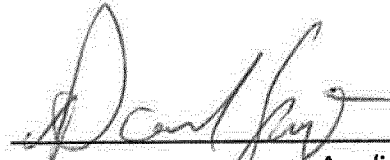
WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at
A part and parcel of the NE 1/4 of the NE 1/4 of Section 27, Township 4 North, Range 13 West, Forrest
County, Mississippi (12.07 ACRES) between Barkley and Johnston roads.

Street Address

City

State

on this the 1st day of June, 2012.


Applicant

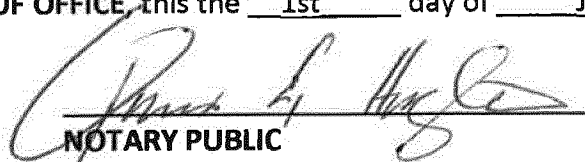
Applicant

STATE OF MISSISSIPPI

COUNTY OF FORREST

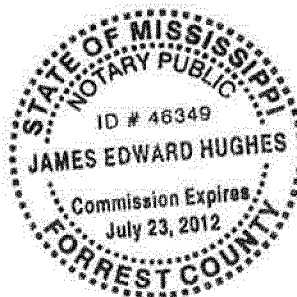
Personally came and appeared before me, the within named
DAVID SPIGHT, BOARD CHAIR AND DONNA ALI, EXECUTIVE DIRECTOR, OF COMMUNITY CONNECTIONS INC.
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Request For Rezoning Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 1st day of June, 2012.


NOTARY PUBLIC

My Commission Expires:

July 23rd 2012



WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at
A part and parcel of the NE 1/4 of the NE 1/4 of Section 27, Township 4 North, Range 13 West, Forrest
County, Mississippi (12.07 ACRES) between Barkley and Johnston roads.

Street Address

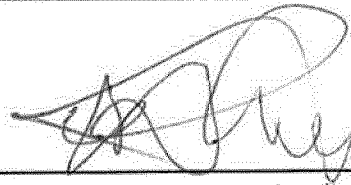
City

State

on this the 1st day of June, 2012

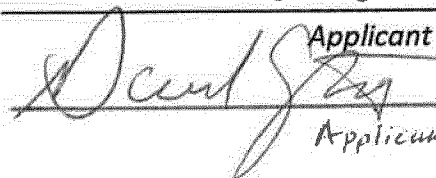
In the matter of this request, the property owner further authorizes the following named person to represent
them at the public hearing on this petition.

on this the 1st day of June, 2012.



Applicant

Donna A. Ali



Applicant

Applicant

STATE OF MISSISSIPPI

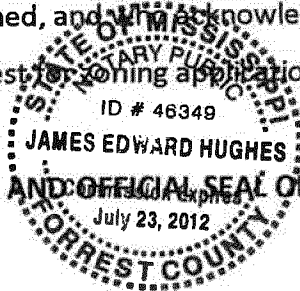
COUNTY OF FORREST

Personally came and appeared before me, the within named

RASHAD N. ALI AND DONNA A. ALI, DAVID SPIGHT

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 1st day of June, 2012.



NOTARY PUBLIC

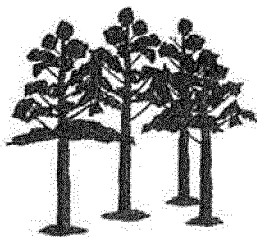
My Commission Expires:

July 23rd 2012

PLANNING COMMISSION - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition:

12:00 p.m. (NOON)



Richard B. Brantley, PLS, Inc.

Land Surveying and Mapping

103 Broad Street
Hattiesburg, Mississippi 39401

Phone (601) 544-1825
Fax (601) 544-4378

February 8, 2007

CLIENT: Community Connections

SERIAL NUMBER: 73-05

DESCRIPTION

A part and parcel of the NE 1/4 of the NE 1/4 of Section 27, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows:

Begin at a spike at the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 27; thence run N89°59'26"E for 157.40 feet to a nail; thence run S00°00'26"E for 200.38 feet to an iron pin; thence run N89°52'51"E for 399.33 feet to an iron pin; thence run N00°10'49"E for 199.57 feet to a nail; thence run S89°59'00"E for 30.07 feet to a nail; thence run S00°07'11"W for 200.06 feet to an iron pin; thence run S89°52'22"E for 150.00 feet to an iron pin; thence run N00°07'25"W for 30.00 feet to an iron pin; thence run N89°58'39"E for 588.00 feet to an iron pin on the West margin line of Johnston Street; thence run S00°18'32"E and along the West margin line of Johnston Street for 343.93 feet; thence run S89°07'21"W for 125.53 feet to an iron pin; thence run S00°46'31"E for 49.85 feet to an iron pin; thence run N89°11'59"E for 125.12 feet to the West margin line of Johnson Street; thence run S00°18'32"E and along the West margin line of Johnston Street for 74.94 feet; thence run S89°14'11"W for 124.37 feet to an iron pin; thence run S00°55'41"E for 75.18 feet to an iron pin; thence run S89°33'51"W for 616.69 feet to an iron pin; thence run N00°04'49"W for 311.88 feet to an iron pin; thence run N64°25'57"W for 86.83 feet to an iron pin; thence run N83°06'59"W for 96.52 feet to an iron pin; thence run S85°10'09"W for 413.35 feet; thence run N00°10'49"W for 394.44 feet to the Point of Beginning; containing 12.07 acres, more or less.

LOT #7 – FUTURE PHASE

DESCRIPTION

A part and parcel of the N 1/2 of the NE 1/4 of Section 27, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows:

Begin at a spike at the Northeast corner of the NW 1/4 of the NE 1/4 of said Section 27; thence run N89°59'26"E for 157.40 feet to a nail; thence run S00°00'26"E for 200.38 feet to an iron pin; thence run N89°52'51"E for 399.33 feet to an iron pin; thence run N00°10'49"E for 199.57 feet to a nail; thence run S89°59'00"E for 30.07 feet to a nail; thence run S00°07'11"W for 200.06 feet to an iron pin; thence run S89°52'22"E for 150.00 feet to an iron pin; thence run N00°07'25"W for 30.00 feet to an iron pin; thence run N89°58'39"E for 588.01 feet to an iron pin; thence run S00°18'32"E for 343.93 feet to an iron pin; thence run S89°07'21"W for 125.53 feet to an iron pin; thence run S00°46'31"E for 49.85 feet to an iron pin; thence run N89°11'59"E for 125.12 feet to an iron pin; thence run S00°18'32"E for 74.94 feet to an iron pin; thence run S89°14'11"W for 124.37 feet to an iron pin; thence run S00°55'41"E for 75.18 feet to an iron pin; thence run S89°33'51"W for 616.69 feet to an iron pin; thence run N00°04'49"W for 311.88 feet to an iron pin; thence run N64°25'57"W for 86.83 feet to an iron pin; thence run N83°06'59"W for 96.52 feet to an iron pin; thence run S85°10'09"W for 599.78 feet to an axle; thence run N30°30'09"W for 55.48 feet to an iron pin; thence run N85°10'09"E for 214.54 feet to an iron pin; thence run N00°10'49"W for 344.27 feet to the Point of Beginning; containing 12.30 acres, more or less.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

June 22, 2012

Donna A. Ali
Community Connections, Inc.
P.O. Box 18612
Hattiesburg, MS 39404-8612

RE: Subdivision application for certain property located at 614, 620, 710, 714, 716, 720 Barkley Road (Parcels N/A, PPINs 042484, 042483, 041882, 041883, 041817, 041720, Ward 5) requesting the subdivision of the property located at Barkley Road.

Dear Mrs. Ali:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you

Sincerely,


Chiquita Thompson
Planner-Apprentice

Enclosure

City of Hattiesburg PO Box 1898 Ha

7011 2000 0000 6953 6242

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage \$	
Sent To	
Street, Apt. No. or PO Box No.	
City, State, Zip	
PS Form 3800	

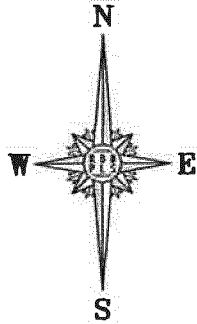
Donna A. Ali

Community Connections, Inc.

P.O. Box 18612

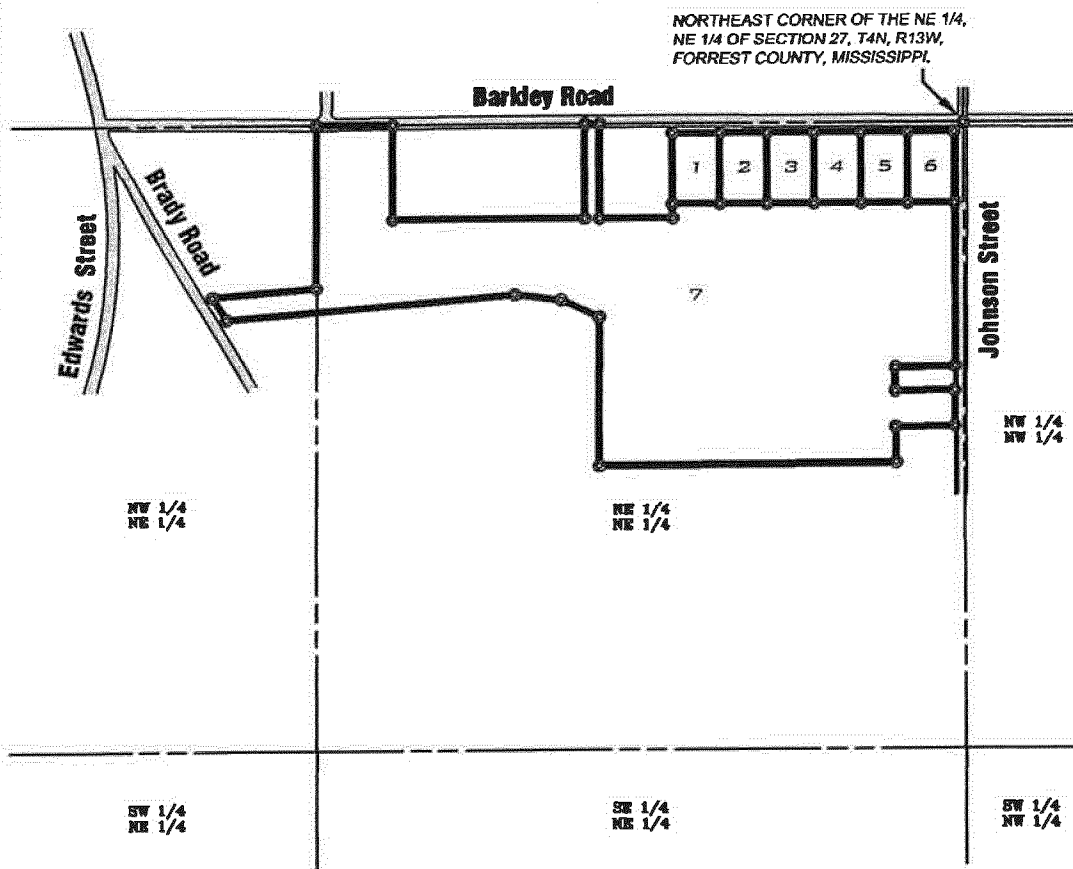
Hattiesburg, MS 39404-8612

A-11



LEGEND
 PROPERTY LINE
 ASPHALT

SCALE: 1 INCH = 300 FEET



PROPOSED PLOT PLAN OF A PART OF
 THE N 1/2 OF THE NE 1/4 OF SECTION 27,
 TOWNSHIP 4 NORTH, RANGE 13 WEST,
 FORREST COUNTY, MISSISSIPPI.

Richard B. Brantley, PLS, Inc.

Professional Land Surveyor
 129 Old Hwy 49
 Hattiesburg, Mississippi 39401
 (601) 544-1825

CLIENT: **COMMUNITY CONNECTIONS**

SURVEY CLASSIFICATION: **N/A**

SERIAL NUMBER: **73-05**

DRAWING NUMBER: **4469**

DATE: **MAY 7, 2012**

DRAWN BY: **R. BRANTLEY**

INFORMATION
 SOURCE
 DEED BOOK-PAGE

484-113

BASIS OF BEARINGS

N/A

SURVEY CREW

N/A



City of Hattiesburg, MS

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

Master

File Number: 2012-1005

File ID: 2012-1005

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: 805 Hardy Street (204 and 206 Dearborne Street)
-Zoning Change

Final Action: 08/07/2012

Minute Book Number: 2012-1/263-264

Title:

Approve or Deny the petition filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 805 Hardy Street (204 and 206 Dearborne St.)
Minutes and Packet

Enactment Number:

Contact: 601-554-1031

Meeting Date: 08/07/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Approve				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Approve the petition filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1005

Title

Approve or Deny the petition filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

805 Hardy Street (204 and 206 Dearborne Street) - Zoning Change

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
JULY 24, 2012**

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

There came the matter of Item B, the petition filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street.

	Name	Address	City/State
<u>Presented by:</u>	Steve E. Moore	805 Hardy Street	Hattiesburg, MS 39401
<u>Proponents:</u>	Gregory Moore	805 Hardy Street	Hattiesburg, MS 39401
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 1:39 p.m. and the Business Meeting open to vote on the request. A motion was made to approve the request based on the following reason: There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

<u>Motion made by:</u>	Don McCleskey
<u>Motion seconded by:</u>	Judy Corts
<u>Commissioners voting aye:</u>	Marjorie Chambers Judy Corts Robin Roberts Don McCleskey Annie Pope
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

The Hattiesburg Planning Commission voted to **APPROVE** Item B.

There came the matter of Item C, the petition filed and represented by Neel-Schaffer, Inc. (Patrick Furr & Jennifer Nobles), Owner, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4).

	Name	Address	City/State
<u>Presented by:</u>	Patrick Furr	704 Hardy Street	Hattiesburg, MS 39401
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

PLANNING COMMISSION

July 5, 2012

ITEM B

PROPERTY ADDRESS:

805 Hardy Street (lots being rezoned are 204 and 206 Dearborne Street)

Parcel: 28-564-1-10 and 28-564-1-11

PPIN: 020606 and 020607

Ward: 4

PETITIONER:

Steve Moore, Moore Funeral Homes, 805 Hardy Street, Hattiesburg, MS 39401

PROPERTY OWNER:

Steve Moore with Moore Funeral Home, Owner, 805 Hardy Street, Hattiesburg, MS 39401

REQUEST: To change zoning classification from R1-C (Single-Family Residential) District to B-3 (Community Business) District.

PREVIOUS PLANNING COMMISSION ACTION ON SURROUNDING PROPERTY: Neel-Schaffer variance consideration (Item C) is located to the south of this proposal.

SPECIAL DISTRICTS:

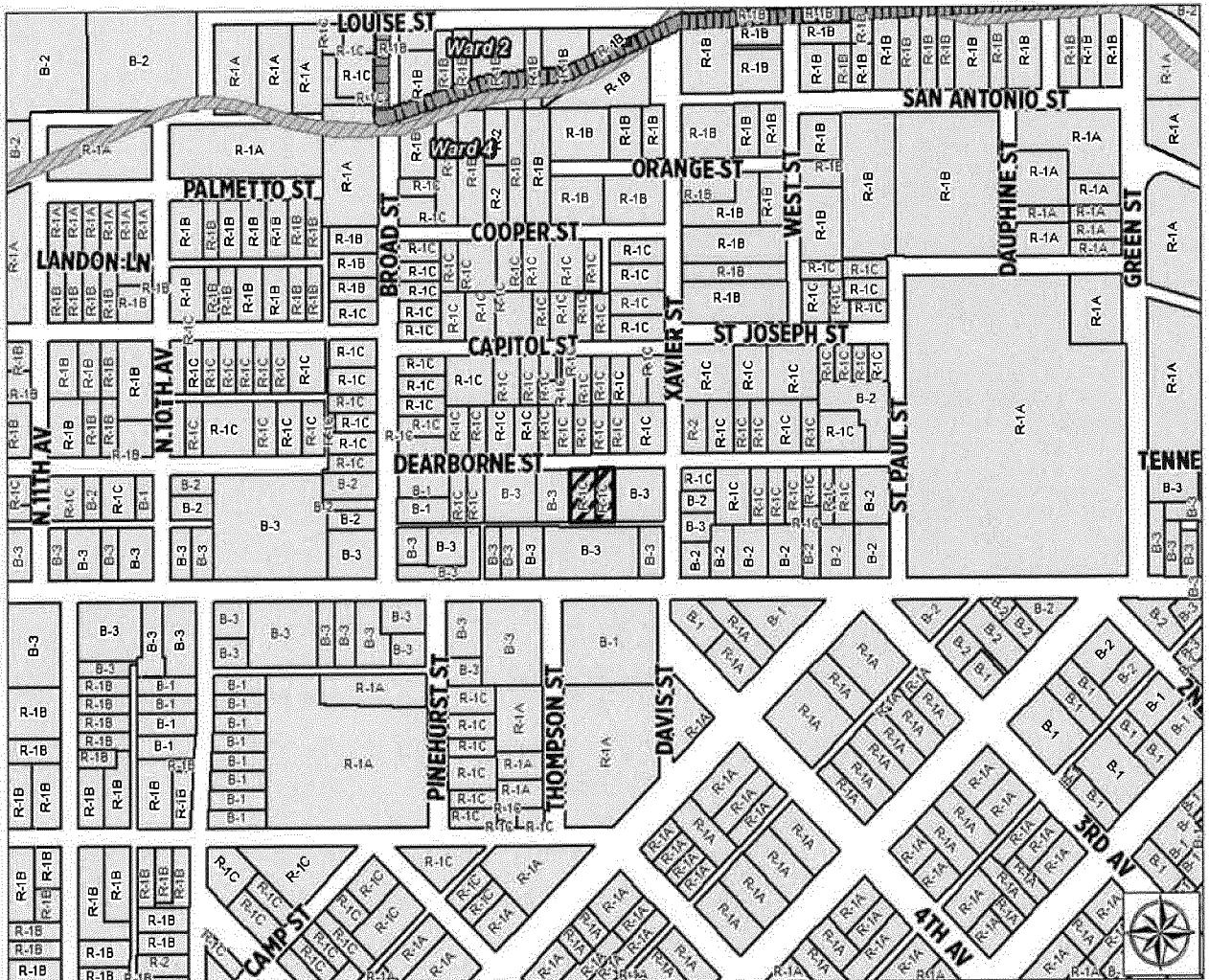
Flood District: X-NonFlood

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION: N/A

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A



PLANNING COMMISSION

July 5, 2012

ITEM B

PROPERTY ADDRESS:

805 Hardy Street (lots being rezoned are 204 and 206 Dearborne Street)

REQUESTED ACTION:

To change zoning classification from R1-C (Single-Family Residential) District to B-3 (Community Business) District.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 60

ADJACENT ZONING AND LAND USES:

NORTH: R-1C (Single-Family Residential) District;
Single Family

SOUTH: B-3 (Community Business) District,
Business

EAST: B-3 (Community Business) District,
Business

WEST: B-3 (Community Business) District,
Business

FUTURE LAND USE MAP DESIGNATION:

Neighborhood Business District

See Comprehensive Plan—pages 96-97

District Overview:

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

District Characteristics:

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

District Land Uses:

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

PHYSICAL SITE CHARACTERISTICS:

The two subject parcels (zoned R-1C) abut Dearborne Street and are surrounded by four other parcels owned by Moore Funeral Home. The subject parcels are vacant. The surrounding lots include parking lots, a funeral home, and accessing structures/uses.

STREETS AND TRAFFIC:

The parcels abut Dearborne Street and the funeral home site is bounded by Hardy Street, Dearborne Street, and Xavier Street.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

Off-street parking is provided on the combined holdings of Moore Funeral Home. Access is from Hardy, Dearborne, and Xavier Streets.

CHARACTER OF THE NEIGHBORHOOD:

The area north of the site is primarily single-family residential and the majority of lots that front Dearborne are residential. These lots abut commercial properties to the rear (south). Some dwelling units along Dearborne are vacant, and some rental properties exist. For this reason, the area may be considered transitional.

CONSIDERATIONS:

Moore Funeral Home has been located at this location since 1959. Over the years, the facilities have expanded and additional lots were purchased to accommodate the growth that included accessory buildings and parking areas. The structures that previously occupied the lots have been removed and the lots are now vacant. The Funeral Home hopes for additional expansions and desires a rezoning of these lots to provide consistent zoning for the entire site.

CRITERIA FOR AMENDMENTS:

1. Change in neighborhood character.
2. Mistake in the original zoning of the property.
3. Public need for a change in the zoning of the property.

204 and 206 Dearborne Street



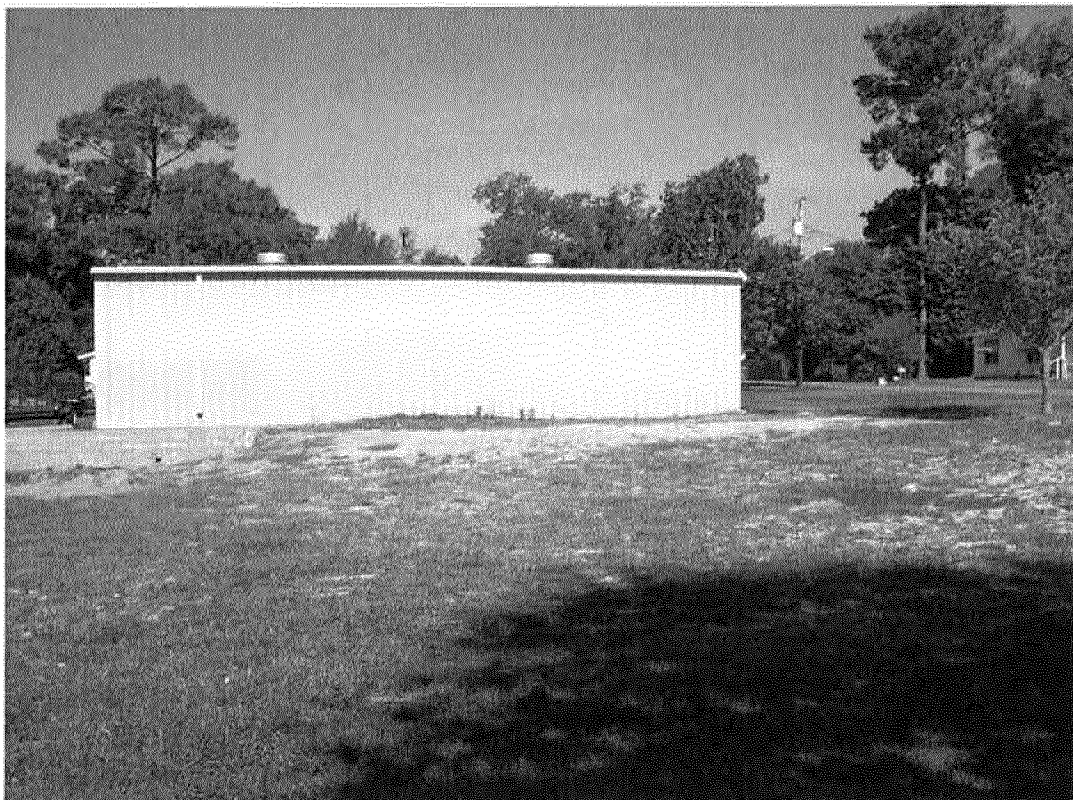
Moore Funeral Home Parking Lot (East)



Residential Homes (North)



Moore Funeral Home Accessory Structure (West)



Moore Funeral Home (South)



Moore Funeral Home Administrative Office (Southwest)



Pre-Application Form
City of Hattiesburg Planning Department
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962

A pre-application submittal must contain a completed Pre-Application form and a concept plan drawn to scale. Return the form to the Planning Department by Thursday 12 noon. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time. For further information, please contact: Lisa Reid, Planning Manager, 601-545-4599 or email: lreid@hattiesburgms.com.

Today's Date: May 24, 2012
Project Name: Moore Funeral Home Rezoning
Proposed Use: Preparatory
Project Street Address: 805 Hardy Street / 204 & 206 Dearhome
Street 88-564-1-10 & 28-564-1-11
PPIN Number: 020606 ! 020607 Parcel Number: 2029K-09-405.00 & 404.00
Flood Zone: X Historic District: N/A
Zoning District(s): N/A
Proposed Cost of the Project: TBD

Project Representative Information

Project Representative and Title: Steve Moore - owner
Company Name: Moore Funeral Homes
Phone: 601-544-2141 Fax: _____
Email: Smoore48@bellsouth.net
Mailing Address: 805 Hardy Street

Property Owner Name: Same
Phone: _____ Fax: _____
Email: _____
Mailing Address: _____

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

Moore Funeral Service believes there has been a material change in the circumstances and conditions of the neighborhood and surrounding the subject property. Through the years, Moore Funeral Service has been acquiring property adjacent to its' existing facility, including the subject properties which are surrounded by property currently owned by Moore Funeral Service and zoned B-3. Moore Funeral Service has been serving the Hattiesburg Area since 1959. In an effort to continue to provide state of the art services, Moore Funeral Services needs to construct a new preparatory facility. The proposed new construction will be an improvement to the existing area which consists of businesses fronting Hardy Street and residences built in the 1930s and 1940s facing Dearborne Street.

32

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)

HATTIESBURG, MS 39403-1898

Department of Urban Development

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

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete**FOR USE PERMIT UPON REVIEW ONLY:**

Check Applicable Type:

- ☐ Auto Sales
 ☐ Barber/Beauty Shop
 ☐ Care Center (type _____)
- ☐ Digital Billboard, New
 ☐ Digital Billboard, Replacement
 ☐ Junk Yard
- ☐ Restaurant
 ☐ Telecommunications
 ☐ Other _____

Land Development Code Article No. _____

Section _____

Staff
Information**FOR RE-ZONING ONLY:**

Existing Zoning:

R1C

Proposed Zoning:

B-3

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

204 + 206 Pearlome Street Hattiesburg, MS
Street Address City State

on this the 25th day of May, 2012.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

on this the 25th day of May, 2012.

Steven E. Moore
Property Owner

Gregory E. Moore
Property Owner

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Steven E. Moore and Gregory E. Moore

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of May, 2012.



Beverly Skinner
NOTARY PUBLIC

My Commission Expires:

Forrest County Mississippi


 Powered by:
 Delta Computer Systems, Inc.

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Property Link

FORREST COUNTY, MS

Current Date 5/24/2012

Tax Year 2011

Records Last Updated 5/24/2012

PROPERTY DETAIL
OWNER MOORE FUNERAL HOMES INC
 P O BOX 2056
ACRES : **NA****LAND VALUE : 7660****IMPROVEMENTS : **NA****

HATTIESBURG MS 39403-2056

TOTAL VALUE: 7660**ASSESSED : 1149****PARCEL** 2-029K-09-404.00**ADDRESS** 204 DEARBORNE STREET**TAX INFORMATION**

YEAR 2011	TAX DUE	PAID	BALANCE
COUNTY	63.30	63.30	0.00
CITY	54.49	54.49	0.00
SCHOOL	72.74	72.74	0.00
TOTAL	190.53	190.53	0.00

LAST PAYMENT DATE 1 / 31 / 2012**MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL W 1/2 LT 18 & E 1/2 LT 19 & N
HOMESTEAD CODE None		1/2 VAC/ALY S SD LTS BLK 1 J L
TAX DISTRICT 1110		MIXON S/D
PPIN 020606		PREV #:H0564-01-010
SECTION 09		B670 P531 5/11/92
TOWNSHIP 04N		MIXON JOHN L SUB
RANGE 13W		

Book 872**Page** 728**TAX SALES****Year****Sold To****Redeemed Date/By******NO TAX SALES FOUND****[View Appraisal Record](#)[Back](#)
[Home](#) | [Search](#) | [Real Property](#) | [Appraisals](#) | [Terms of Use](#) | [Privacy Policy](#) | [Contact Us](#) | [Help](#)

Forrest County Mississippi



Copyright 2012

Property Link

FORREST COUNTY, MS

Current Date 5/24/2012

Tax Year 2011

Records Last Updated 5/24/2012

PROPERTY DETAIL

OWNER MOORE FUNERAL HOMES INC
 206 DEARBORN
 SEE PPIN 80595*
 HATTIESBURG MS 39401-0000

ACRES : **NA**
LAND VALUE : 11500
IMPROVEMENTS : 32660
TOTAL VALUE: 44160
ASSESSED : 6624

PARCEL 2-029K-09-405.00**ADDRESS** 206 DEARBORNE STREET**TAX INFORMATION**

YEAR 2011	TAX DUE	PAID	BALANCE
COUNTY	364.92	364.92	0.00
CITY	314.11	314.11	0.00
SCHOOL	419.37	419.37	0.00
TOTAL	1098.40	1098.40	0.00

LAST PAYMENT DATE 1/31/2012**MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL W 1/2 LOT 19 & ALL LOT 20 & N
HOMESTEAD CODE None		1/2 VC/ALY S W 1/2 LT 19 BLK 1
TAX DISTRICT 1110		J L MIXON S/D
PPIN 020607		PREV #:H0564-01-011
SECTION 09		B670 P531 5/11/92
TOWNSHIP 04N		MIXON JOHN L SUB
RANGE 13W		

Book 872**Page** 728**TAX SALES**

Year **Sold To** **Redeemed Date/By**
 NO TAX SALES FOUND

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55
STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, we, Myrtle B. Hines, one and the same person as Myrtle Bryant Hines, a widow, and daughter, Julia H. Pearson, a widow, Grantors, do hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto Moore Funeral Homes, Inc., a Mississippi Corporation, Grantee, the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

The West Half (W ½) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N ½) of the vacated alley lying adjacent to and immediately South of the West Half (W ½) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above described property which have been heretofore excepted, reserved, or conveyed by prior owners in the chain of title.

This conveyance and the warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances and to all easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above described property.

The Grantors represent and warrant that W. L. Hines died on or about the 22nd day of July, A. D., 1999, and that Thomas Eldridge Pearson died on or about the 13th day of May, A. D., 2001.

The Grantee does hereby assume and agree to pay the 2001 City, County, and State ad valorem taxes on the above-described property as and when the same become due and payable.

IN TESTIMONY WHEREOF, Witness our Signatures on this the 11th day of October, A.D., 2001.

Myrtle B. Hines
Myrtle B. Hines, Grantor

Julia H. Pearson
Julia H. Pearson, Grantor

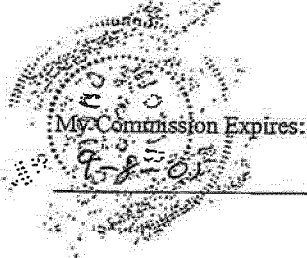
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Myrtle B. Hines, who acknowledged that she signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as her free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 11th day of October,

A.D., 2001.



[Signature]
Notary Public

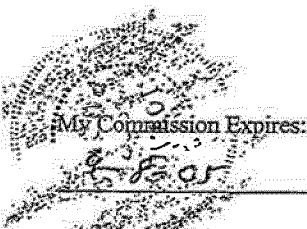
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Julia H. Pearson, who acknowledged that she signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as her free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 11th day of October,

A.D., 2001.



[Signature]
Notary Public

Grantors' Address:

Mrs. Myrtle B. Hines
Mrs. Julia H. Pearson
290 Elks Lake Road
Hattiesburg, MS 39401
Phone: (601) 582-4806

Grantee's Address:

Moore Funeral Homes, Inc.
805 Hardy Street / P.O. Box 2056
Hattiesburg, MS 39401
Phone: (601) 544-2141

INDEXING INSTRUCTIONS:

Index as a part of Lot 18 and as all of Lots 19 and 20 of Block 1 of the John L. Mixon Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi. Please make a marginal notation that the North Half of the vacated alley lying adjacent to and immediately South of the West Half of said Lot 18 and the East 35 feet of said Lot 19 is also included.

THIS INSTRUMENT PREPARED BY:

TRAVIS & TRAVIS
P. O. Box 590
Hattiesburg, MS 39403-0590
Phone: 601-582-5591

FORGOTTEN
RECEIVED THIS INSTRUMENT
AND FILED
67300
2001 OCT 11 P 03
J.C.C.
CLERK

BOOK 0872 PAGE 730

B-12

Moore Funeral Services
Rezoning Request
5-25-12

Legal Description

The West half of Lot 18, and all of lots 19 and 20, Block 1 and the North 1/2 of the vacated alley lying adjacent to and immediately South of the West 1/2 of Lot 18 and the East 35 feet of lot 19 according to the John L. Mixon Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being part of the Southwest Quarter of the Northeast Wuarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

June 22, 2012

Steve Moore
Moore Funeral Homes
805 Hardy Street
Hattiesburg, MS 39401

RE: Rezoning application for certain property located at 204 and 206 Dearborne Street (Parcels 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4) requesting a change in the zoning classification from R1-C (Single-Family Residential) District to B-3 (Community Business) District.

Dear Mr. Moore:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner-Apprentice

Enclosure

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Postmark Here	
Sent To Steve Moore Street, Apt. No. Moore Funeral Homes or PO Box No. 805 Hardy Street City, State, Zip Hattiesburg, MS 39401	
PS Form 3800, August 2006 See Reverse for Instructions	

City of Hattiesburg PO Box 1898 Hatti

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Steve Moore, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District, said property being more particularly described as follows, to-wit:

The West Half (W ½) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N ½) of the vacated alley lying adjacent to and immediately South of the West Half (W ½) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday, July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

B-15




SHOWS, DEARMAN & WATTS, INC.
 CONSULTING ENGINEERS
 11111 HATTIESBURG, MISSISSIPPI, 39401
 P: (601) 544-1001
 F: (601) 544-1001

MAP INFORMATION: MAP INFORMATION:
 AERIAL PHOTOGRAPHIC CULTURE - FARM SERVICE AGENCY
 NATIONAL AGRICULTURE MAGERY PROGRAM SURVEY
 DATE: 2009
 HORIZONTAL DATUM: UTM NAD83, ZONE 16

REZONING APPLICATION MAP MOORE FUNERAL HOMES HATTIESBURG, MS



DATE: MAY 25, 2012
 DRAWING NO: L3983

B-16



City of Hattiesburg, MS

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

Master

File Number: 2012-1006

File ID: 2012-1006

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: 704 Hardy Street-Setback Variance

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/1006

Title:

Approve or Deny the petition filed and represented by Neel-Schaffer, Inc. (Patrick Furr & Jennifer Nobles), Owner, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 704 Hardy Street (Minutes and Packet)

Enactment Number:

Contact: 601-554-1031

Meeting Date: 08/07/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Approve				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Approve the petition filed and represented by Neel-Schaffer, Inc. (Patrick Furr & Jennifer Nobles), Owner, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1006

Title

Approve or Deny the petition filed and represented by Neel-Schaffer, Inc. (Patrick Furr & Jennifer Nobles), Owner, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

704 Hardy Street - Setback Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION**

JULY 24, 2012

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

There came the matter of Item B, the petition filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street.

	Name	Address	City/State
<u>Presented by:</u>	Steve E. Moore	805 Hardy Street	Hattiesburg, MS 39401
<u>Proponents:</u>	Gregory Moore	805 Hardy Street	Hattiesburg, MS 39401
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 1:39 p.m. and the Business Meeting open to vote on the request. A motion was made to approve the request based on the following reason: There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

<u>Motion made by:</u>	Don McCleskey
<u>Motion seconded by:</u>	Judy Corts
<u>Commissioners voting aye:</u>	Marjorie Chambers Judy Corts Robin Roberts Don McCleskey Annie Pope
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

The Hattiesburg Planning Commission voted to **APPROVE** Item B.

There came the matter of Item C, the petition filed and represented by Neel-Schaffer, Inc. (Patrick Furr & Jennifer Nobles), Owner, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4).

	Name	Address	City/State
<u>Presented by:</u>	Patrick Furr	704 Hardy Street	Hattiesburg, MS 39401
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 1:47 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reason: Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same district.

Motion made by: Judy Corts

Motion seconded by: Annie Pope

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: Don McCleskey

The Hattiesburg Planning Commission voted to **APPROVE** Item C.

There came the matter of Item D, the petition filed and represented by the Trustees of Antioch Baptist Church (L.C. Powell, Sr.), Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues.

	Name	Address	City/State
<u>Presented by:</u>	Vincent LaCoste	4354A Old Shell Rd. #326	Mobile, AL 36608
<u>Proponents:</u>	Pastor Browne	116 Wedgewood Trace	Hattiesburg, MS 39402
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 2:03 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reasons: 1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same district; 2) The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods; and 3) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

Motion made by: Marjorie Chambers

Motion seconded by: Don McCleskey

PLANNING COMMISSION

July 5, 2012

ITEM C**PROPERTY ADDRESS:**

704 Hardy Street

Parcel: 29-448-21-4**PPIN:** 019472**Ward:** 4**PETITIONER:**Patrick Furr &/or Jennifer Nobles, Neel-Schaffer,
P.O. Box 1487, Hattiesburg, MS 39403-1487**PROPERTY OWNER:**Patrick Furr &/or Jennifer Nobles, Neel-Schaffer,
P.O. Box 1487, Hattiesburg, MS 39403-1487**REQUEST:** A side yard setback variance of six (6) feet to allow the existing building to expand to a point that is four (4) feet from the property line.**PREVIOUS PLANNING COMMISSION ACTION ON SURROUNDING PROPERTY:** Moore Funeral Home Rezoning (Item B) is located to the North of this site.**SPECIAL DISTRICTS:**

Flood District: X-NonFlood

Historic District: Oaks Historic District

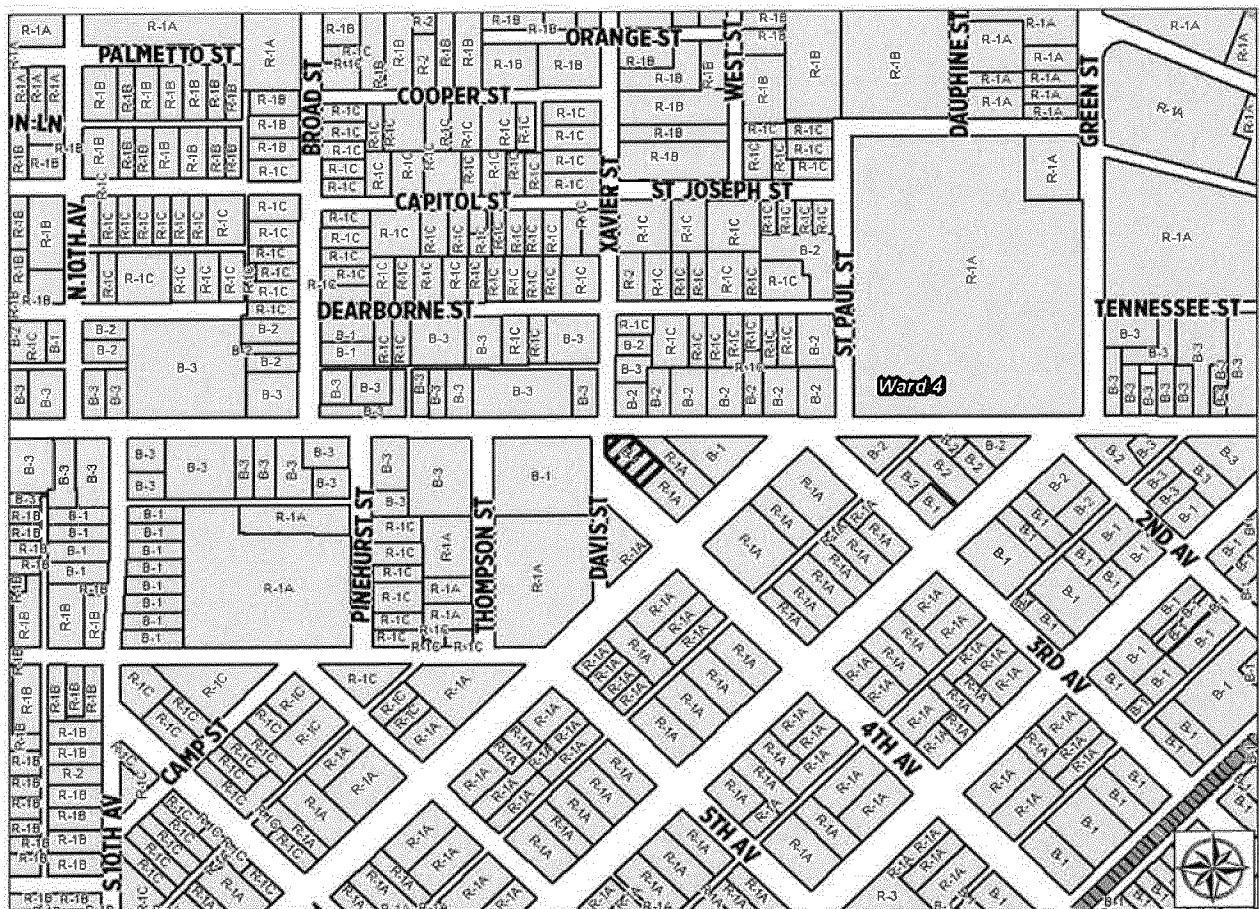
Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

A concept drawing was reviewed on June 8, 2012.

PENDING HISTORIC CONSERVATION COMMISSION ACTION:

The Hattiesburg Historic Conservation Commission recommended to approve the application with the stipulation that windows will be installed on the north and east facades where only shutters had previously been indicated on May 9, 2012.



PLANNING COMMISSION

July 5, 2012

ITEM C

PROPERTY ADDRESS:

704 Hardy Street

REQUESTED ACTION:

A side yard setback variance of six (6) feet to allow the existing building to expand to a point that is four (4) feet from the property line.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 58.04 (2)A

ADJACENT ZONING AND LAND USES:

NORTH: B-2 (Neighborhood Business) District;
Professional Office

SOUTH: R-1A (Single-Family Residential) District;
Residential

EAST: R-1A (Single-Family Residential) District;
Residential

WEST: B-1 (Professional Business) District;
Professional Office

FUTURE LAND USE MAP DESIGNATION:**Neighborhood Business District**

See Comprehensive Plan—pages

District Overview:

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

District Characteristics:

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

District Land Uses:

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

PHYSICAL SITE CHARACTERISTICS:

The subject lot is configured at a 45 degree angle with Hardy Street. The structure and parking however, are parallel to Hardy Street. The alignment significantly reduces the buildable area of the lot.

STREETS AND TRAFFIC:

The site is located on Hardy Street which is a major arterial. Davis Street and 4th Avenue are sub collector, neighborhood streets.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

The parcel is located south of Hardy Street and east of Davis Street and 4th Avenue. Off-street parking is situated at the rear of the building.

CHARACTER OF THE NEIGHBORHOOD:

Located in the Oaks Historic District, the parcel is located on the fringe with a healthy mix of residential and business/commercial uses. Along this corridor and within the immediate area, residential structures have been converted to businesses.

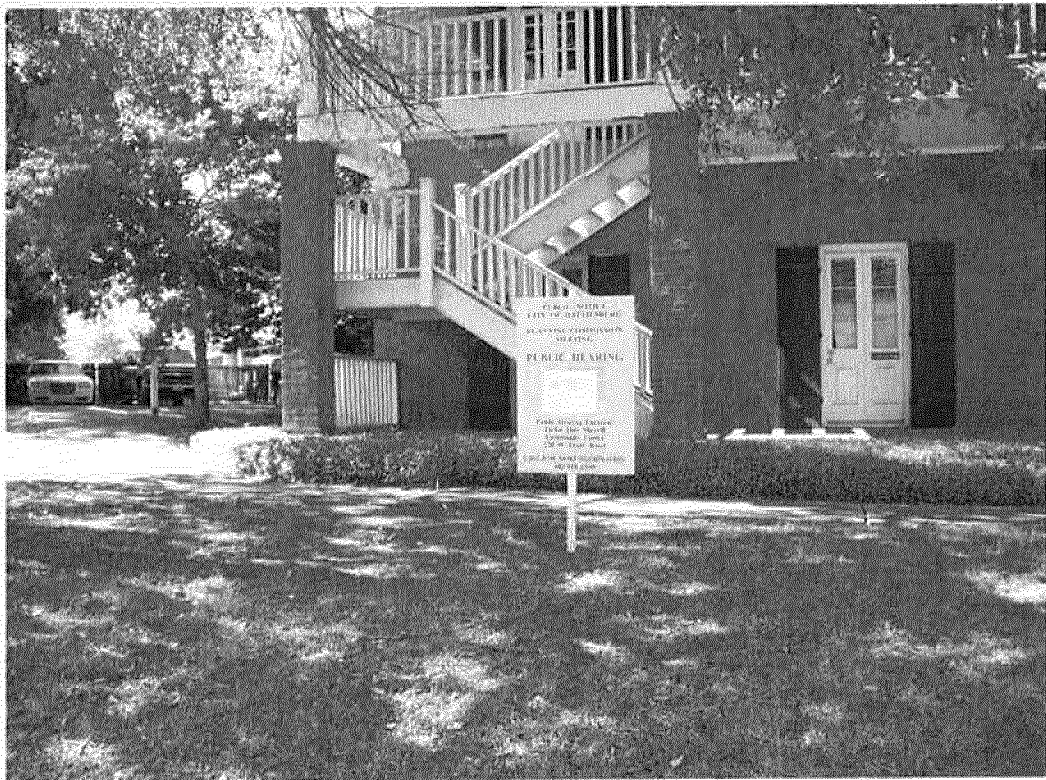
CONSIDERATIONS:

- The property is located in the Oaks Historic District which places more restrictive design standards on this site. Designed with those standards in mind, the HHCC recommended approval of this plan.
- The structure is situated parallel to Hardy Street, but the lot runs along 4th Avenue at a 45 degree angle to Hardy Street. This layout causes an inefficient use of the lot and makes the variance necessary.

CRITERIA FOR AMENDMENTS:

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

Neel-Schaffer Building (Front)



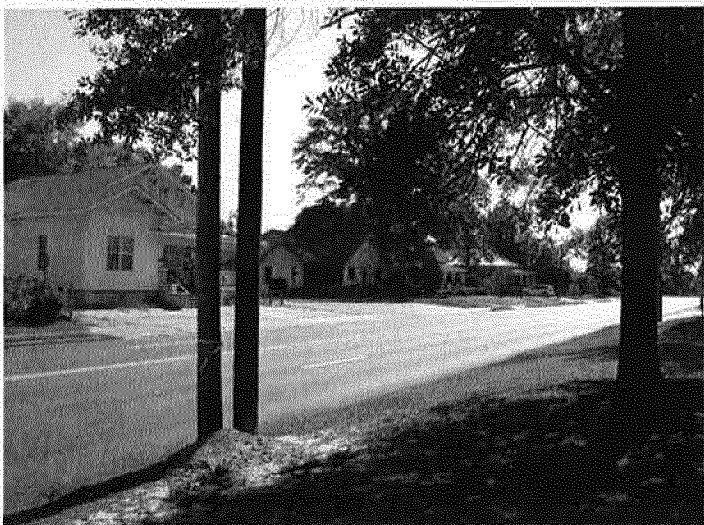
Office Building Directly Across Street (North)



Moore Funeral Home (Northwest)



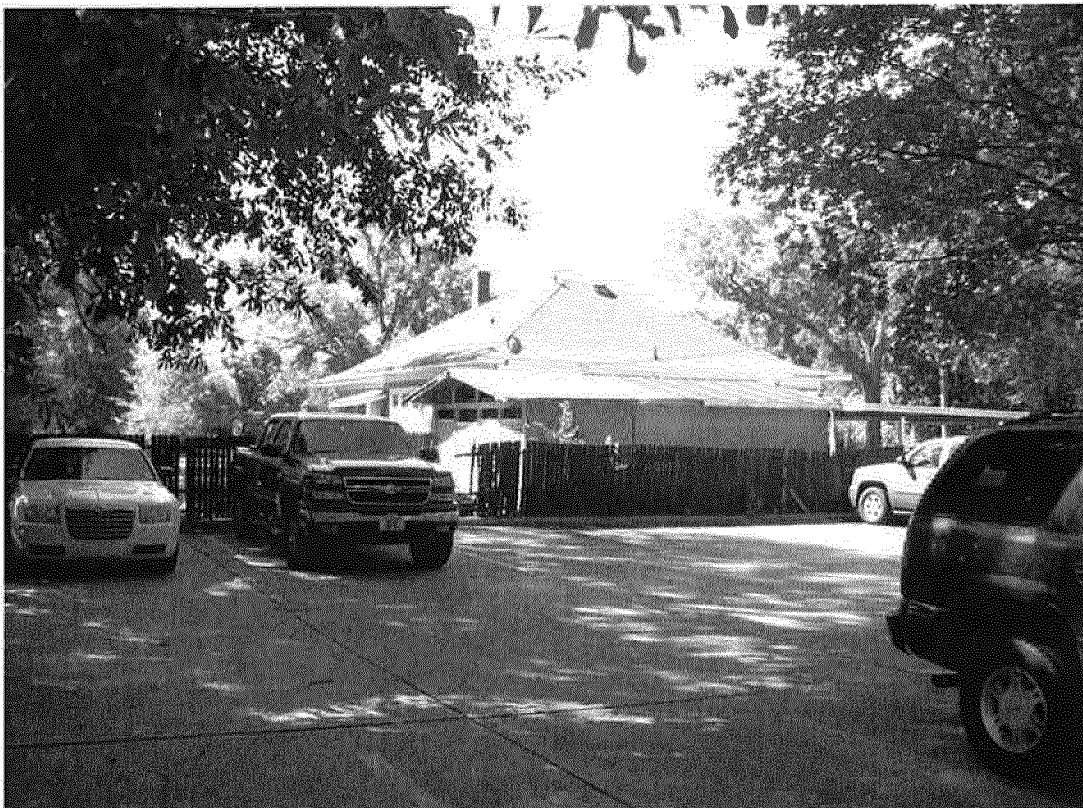
Office Buildings (Northeast)



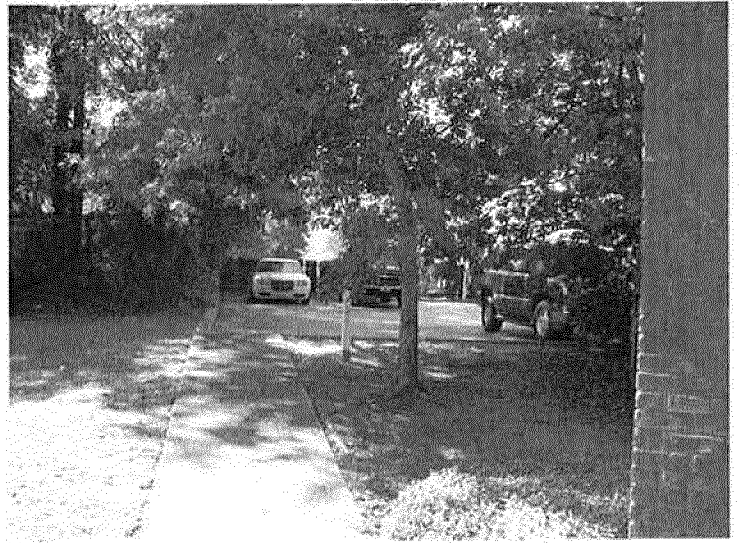
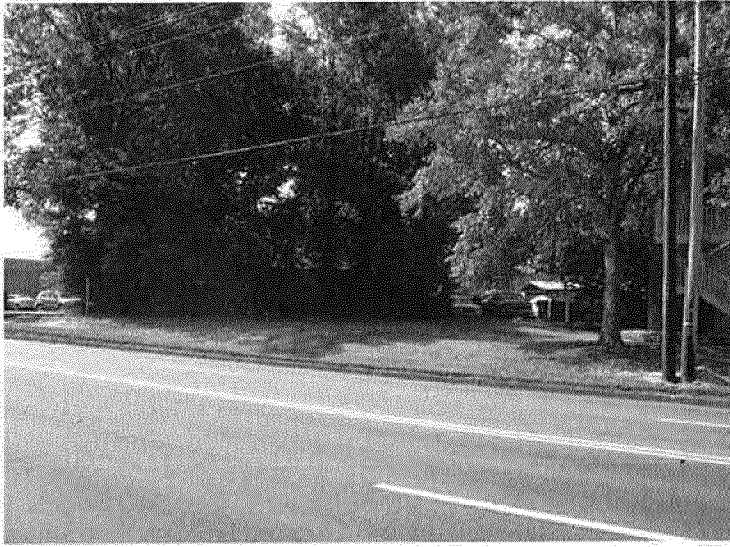
Vacant Land (West)



Neel-Schaffer Parking Lot (South)



Neel-Schaffer Proposed Extension Area (East)



Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Site Plan Pre-Application Date:	Click here to enter a date.	Planner:
Today's Date: 5/29/2012		
Project Name:	704 Hardy Street Addition	
Proposed Use(s):	Neel-Schaffer engineering firm	
Project Street Address:	704 Hardy Street	
PPIN Number(s) (If unknown, can be found on tax receipt):	19472	
Parcel Number(s):	2-029N-09-004.00 29-448-21-4 Hard 4	
Flood Zone(s):	28035C0108 X-nonflood	Historic District(s): Oaks Historic
Zoning District(s):	B-1	Proposed Cost of the Project: \$220,000.00

Project Representative Information

Project Representative and Title: ☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor

☐ Architect ☒ Engineer ☐ Other (Specify):

Name: Patrick Furr &/or Jennifer Nobles

Company Name: Neel-Schaffer

Phone: 601-545-1565

Fax: 601-545-2267

Email: jennifer.nobles@neel-schaffer

Mailing Address: P.O. Box 1487

Hattiesburg, MS 39403-1487

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Name:

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

Phone:

Fax:

Email:

Mailing Address:

COMM SW/CR LT 5 NWLY 141 TO
POB NW 139 N 35.33 E 95.95
SELY 100FT MOL SWLY 90 TO POB
BLK 157
714/1 7/94
PREV #:H0448-21-004

Neel-Schaffer, Inc. Building Addition 704 Hardy Street

Addition to Explanation for Situation of Building Addition on Request for Variance Form Pg. 2, Section 2, Item b.

The proposed Building Addition is located on the east side of the intersection of Hardy Street and Davis Street. The lot configuration is aligned with subdivision layout. The subdivision layout is parallel with 4th Avenue and intersects Hardy Street at an approximately 45-degree angle. This existing building was placed on the lot to align with Hardy Street and is therefore is not parallel with the lot lines. This skewed configuration limits the possibilities for expansion to the east side of the lot as shown on the proposed site plan. Expansion to the south would cause the removal of required parking. Expansion to the west would encroach on right-of-way for Davis Street. Expansion to the north would require a remodel of the entire façade and be prohibitively costly.

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Department of Urban Development
 (601) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales
 ☐ Barber/Beauty Shop
 ☐ Care Center (type _____)
☐ Digital Billboard, New
 ☐ Digital Billboard, Replacement
 ☐ Junk Yard
☐ Restaurant
 ☐ Telecommunications
 ☒ Other _____

Professional Engineering Services

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested variance: Building expansion is required due to increase in staff. Without expansion, business
would have to relocate.

2. All of the following conditions must be met before a variance can be recommended.
Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

Configuration of lot and building placement upon lot restrict the expansion of the existing
building to the east. Expansion to the south would cause the removal of too much of the parking
area.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

Variances should be allowed for non-compliant properties that existed prior to the
implementation of the Code.

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

Applicant purchased building in its existing position.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Applicant does not own any other properties in the same district.

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE APPLICANT OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the APPLICANT(s) of the subject property located at

704 Hardy St. Hattiesburg, MS
Street Address City State

on this the 29 day of May, 2012

[Signature]
Applicant

Applicant

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named

PATRICK FIER on behalf of NEEL-SCHAFER, INC.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29 day of May, 2012.

[Signature]
NOTARY PUBLIC

My Commission Expires:



COUNTY OF FORREST

GI 100 R

B&P _____ SI _____

Lots 4 and 5 of Block 157, of the Kamper & Whinnery Extension to the City of Hattiesburg, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, less and except 10 feet off of the Northeast side of Lot 4, and less and except that part thereof sold to J. H. McCann and wife, Louise P. McCann, described as beginning at the SW Corner of Lot 5, Block 157 of the Kamper & Whinnery Extension, said point being at the intersection of Mamie Street and Fourth Avenue, and run thence Northwesterly along the boundary of Fourth Avenue for 141 feet; thence run Northeasterly parallel to Mamie Street for 90 feet; thence Southeasterly parallel to Fourth Avenue for 141 feet to the boundary line of Mamie Street; and thence Southwesterly along the boundary line of Mamie Street for 90 feet to the P.O.B.

The warranty and this conveyance are subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations, and conveyances.


Randall L. Meador

Randall L. Meador


Slade F. Exley

Slade F. Exley

W. Hibbett Neel

W. W. Bisset Neel

John G. Sigman

John G. Sigman

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED

2003 MAY -8 P 4: 01

H REC. BK. AND PAGE BK U.C.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL

FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL
James C. Howard
CHANCERY CLERK

Law Office
15 Millbrook Rd.
Hattiesburg, MS 39402

601-261-5102

BOOK 0910 PAGE 050

..... 2.1.1. *General Micro Properties, general contract*

Q-11

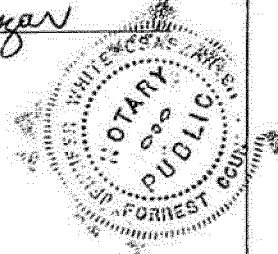
STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, a notary public in and for the County and State aforesaid, the within named Randall L. Meador personally known to me, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his own voluntary act and deed and for the purposes therein set forth.

GIVEN UNDER MY HAND and seal of office this 1st day of May, A.D., 2003.

Jessie W. Crager
NOTARY PUBLIC

MY COMMISSION EXPIRES:
Notary Public State of Mississippi
My Commission Expires April 3, 2004
Bonded Thru Stegall Notary Service



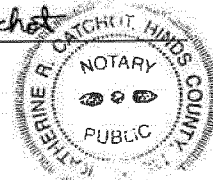
STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, a notary public in and for the County and State aforesaid, the within named Slade F. Exley personally known to me, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his own voluntary act and deed and for the purposes therein set forth.

GIVEN UNDER MY HAND and seal of office this 30th day of April, A.D., 2003.

Katherine R. Catchot
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 3, 2004
BONDED THRU STEGALL NOTARY SERVICE



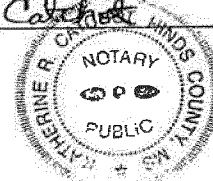
STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, a notary public in and for the County and State aforesaid, the within named W. Hibbett Neel personally known to me, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his own voluntary act and deed and for the purposes therein set forth.

GIVEN UNDER MY HAND and seal of office this 30th day of April, A.D., 2003.

Katherine R. Catchot
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 3, 2004
BONDED THRU STEGALL NOTARY SERVICE



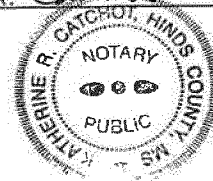
STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, a notary public in and for the County and State aforesaid, the within named John G. Sigman personally known to me, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his own voluntary act and deed and for the purposes therein set forth.

GIVEN UNDER MY HAND and seal of office this 30th day of April, A.D., 2003.

Katherine R. Catchot
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 3, 2004
BONDED THRU STEGALL NOTARY SERVICE



BOOK 0910 PAGE 051

GRANTOR(S) ADDRESS:

* Randall L. Meador
25 CALHOUN CIR
LAUREL MS 39443
645-7896

Slade F. Exley
808 Audubon Point Dr.
Brandon, MS 39047
645-7896

W. Hibbett Neel
2051 Asiatic Dr.
Jackson, MS 39211
645-7896

John G. Sigman
71 LEBRON LN
MADISON, MS 39110
645-7896

GRANTEE(S) ADDRESS:

Mens Properties, LLC
PO Box 22625
JACKSON MS 39225-2625
645-7896



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

June 22, 2012

Patrick Furr &/or Jennifer Nobles

Neel-Schaffer

P.O. Box 1487

Hattiesburg, MS 39403-1487

RE: Variance application for certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4) requesting a variance for the placement of a structure four (4) feet from the side property line.

Dear Mr. Furr &/or Mrs. Nobles:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you!

Sincerely,

Chiquita Thompson
Planner-Apprentice

Enclosure

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	Patrick Furr &/or Jennifer Nobles
Street, Apt. No. or PO Box No.	Neel-Schaffer
City, State, Zip	P.O. Box 1487 Hattiesburg, MS 39403-1487
PS Form 3800, August 2008	
See Reverse for Instructions	

9929 6569 0000 0000 2012

Postmark Here

C-14

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Neel-Schaffer, Inc., Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4), said property being more particularly described as follows, to-wit:

Lots 4 and 5 of Block 157, of the Kamper & Whinnery Extension to the City of Hattiesburg, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, less and except 10 feet off of the Northeast side of Lot 4, and less and except that part thereof sold to J. H. McCann and wife, Louise P. McCann, described as beginning at the SW Corner of Lot 5, Block 157 of the Kamper & Whinnery Extension, said point being at the intersection of Mamie Street and Fourth Avenue, and run thence Northwesterly along the boundary of Fourth Avenue for 141 feet; thence run Northeasterly parallel to Mamie Street for 90 feet; thence Southeasterly parallel to Fourth Avenue for 141 feet to the boundary line of Mamie Street; and thence Southwesterly along the boundary line of Mamie Street for 90 feet to the P.O.B.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday, July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June, A.D., 2012.

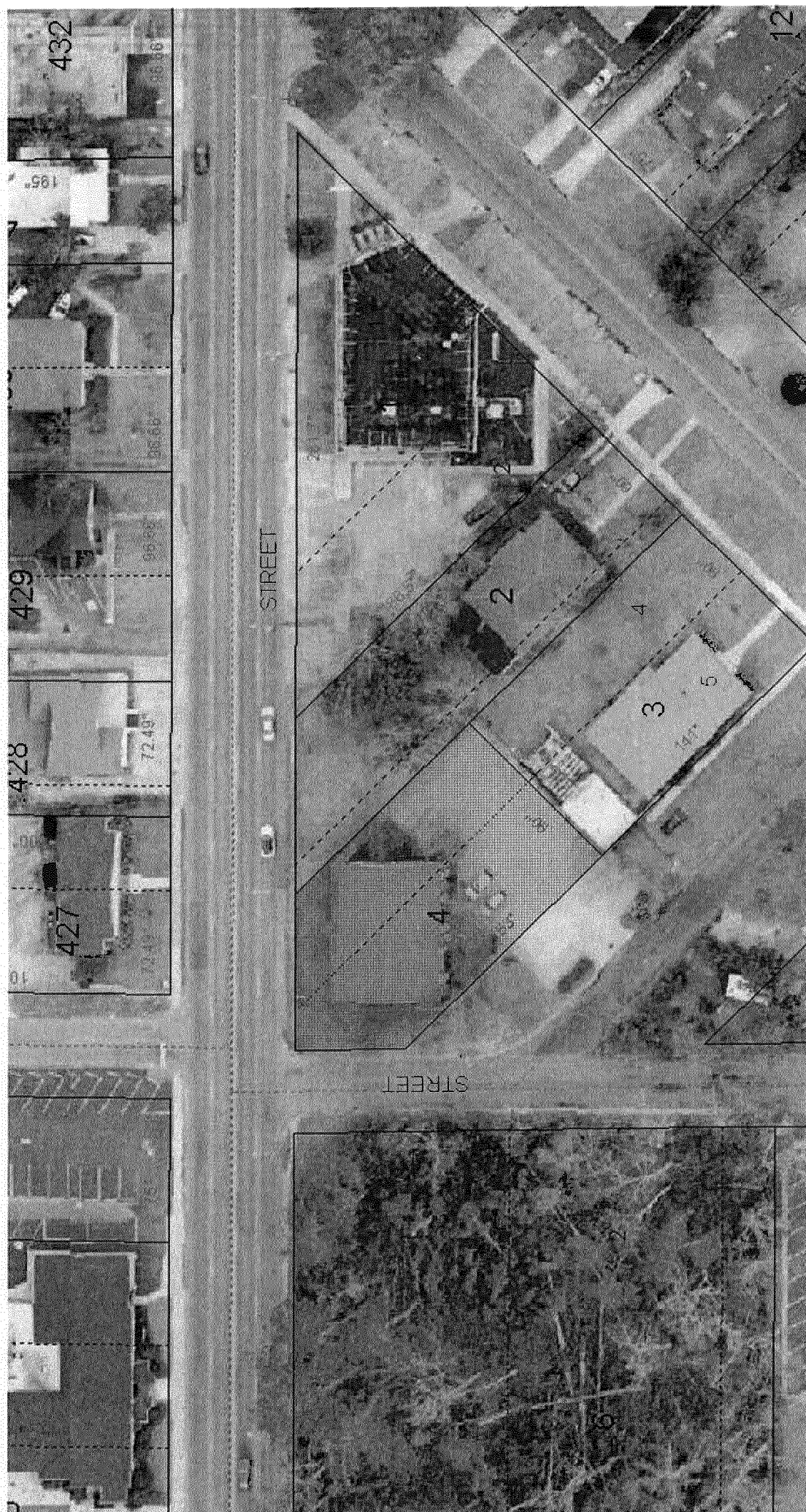
CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

C-15



340
12/1/10

340
12/1/10

HARDY STREET

DAVIS STREET

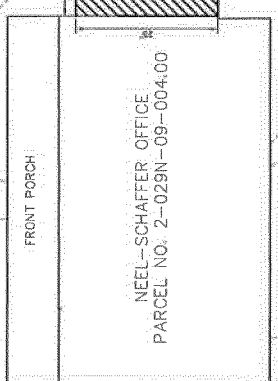
4TH STREET

SMPDD PROPERTY
PARCEL NO. 2-029N-09-001.00
0.025 AC.
1092.14 S.F.

SMPDD PROPERTY
PARCEL NO. 2-029N-09-002.00
0.125 AC.
5476.46 S.F.

SMPDD PROPERTY
PARCEL NO. 2-029N-09-001.00

SMPDD PROPERTY
PARCEL NO. 2-029N-09-002.00



NOTICE TO OWNERS:
NEEL-SCHAFER, INC. HEREBY REFERS TO AS THE
OWNER OF THE PROJECT AND THE PROJECT
OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD
NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER
PROJECTS WITHOUT THE WRITTEN CONSENT OF NEEL-SCHAFER, INC.
NEEL-SCHAFER, INC. SHALL NOT BE RESPONSIBLE FOR ANY
REVISIONS OR AMENDMENTS TO THE PROJECT, SHALL BE AT THE
OWNER'S RISK AND THE OWNER SHALL INDEMNIFY AND HOLD
NEEL-SCHAFER, INC. HARMLESS FROM AND AGAINST ALL
EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR
RESULTING THEREFROM.

NO.	DATE	BY	REVISIONS
1			DESIGN
2			REVISION
3			REVISION
4			REVISION
5			REVISION
6			REVISION
7			REVISION
8			REVISION
9			REVISION
10			REVISION

NEEL-SCHAFER Subdivision and Survey Engineering		OWNER PROJECT / CONTRACT NUMBER OWNER NAME CITY, STATE
WORKING NUMBER:	DRAWING NUMBER:	



City of Hattiesburg, MS

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

Master

File Number: 2012-1007

File ID: 2012-1007

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: 1100 John Street-Use Permit and Lot Coverage
Variance

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/264-265

Title:

Approve or Deny the petition filed and represented by the Trustees of Antioch Baptist Church (L.C. Powell, Sr.), Owner, as required in the comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 1100 John Street (Minutes and Packet)

Enactment Number:

Contact: 601-554-1031

Meeting Date: 08/07/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve the petition filed and represented by the Trustees of Antioch Baptist Church (L.C. Powell, Sr.), Owner, as required in the comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2012-1007

Title

Approve or Deny the petition filed and represented by the Trustees of Antioch Baptist Church (L.C. Powell, Sr.), Owner, as required in the comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

1100 John Street - Use Permit and Lot Coverage Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
JULY 24, 2012**

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

Presiding Chairman McMurtrey declared the Public Hearing closed at 1:47 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reason: Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same district.

Motion made by: Judy Corts

Motion seconded by: Annie Pope

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: Don McCleskey

The Hattiesburg Planning Commission voted to **APPROVE** Item C.

There came the matter of Item D, the petition filed and represented by the Trustees of Antioch Baptist Church (L.C. Powell, Sr.), Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues.

	Name	Address	City/State
<u>Presented by:</u>	Vincent LaCoste	4354A Old Shell Rd. #326	Mobile, AL 36608
<u>Proponents:</u>	Pastor Browne	116 Wedgewood Trace	Hattiesburg, MS 39402
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 2:03 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reasons: 1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same district; 2) The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods; and 3) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

Motion made by: Marjorie Chambers

Motion seconded by: Don McCleskey

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope
Don McCleskey

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item D.

There came the matter of Item E, the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Cary University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Address	City/State
<u>Presented by:</u>	Charles Bourland	5211 Old Highway 11	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 2:15 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reasons: 1) There is a material change in the circumstances and conditions of the neighborhood and surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan, and 2) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

Motion made by: Robin Roberts

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope
Don McCleskey

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item E.

PLANNING COMMISSION

July 5, 2012

ITEM D

PROPERTY ADDRESS:

1100 John Street

Parcel: 39-92-14-15, 39-92-14-16, 39-92-15-9 through 39-92-15-14**PPIN:** 013932, 013933, 013942- 013947**Ward:** 5**PETITIONER:**

Trustees of Antioch Baptist Church, L. C. Powell, Sr., 301 Fredna Avenue, Hattiesburg, MS 39401

PROPERTY OWNER:

Trustees of Antioch Baptist Church, L. C. Powell, Sr., 301 Fredna Avenue, Hattiesburg, MS 39401

REQUEST: Use Permit for a church in zone R-1C and Variance to allow 60% of the lot to be covered.**PREVIOUS PLANNING COMMISSION ACTION ON SURROUNDING PROPERTY:**

The appearances before the Hattiesburg Planning Commission in 2010 and 2011 were for a proposed building which was never constructed. The current application includes all parcels for the new building.

SPECIAL DISTRICTS:

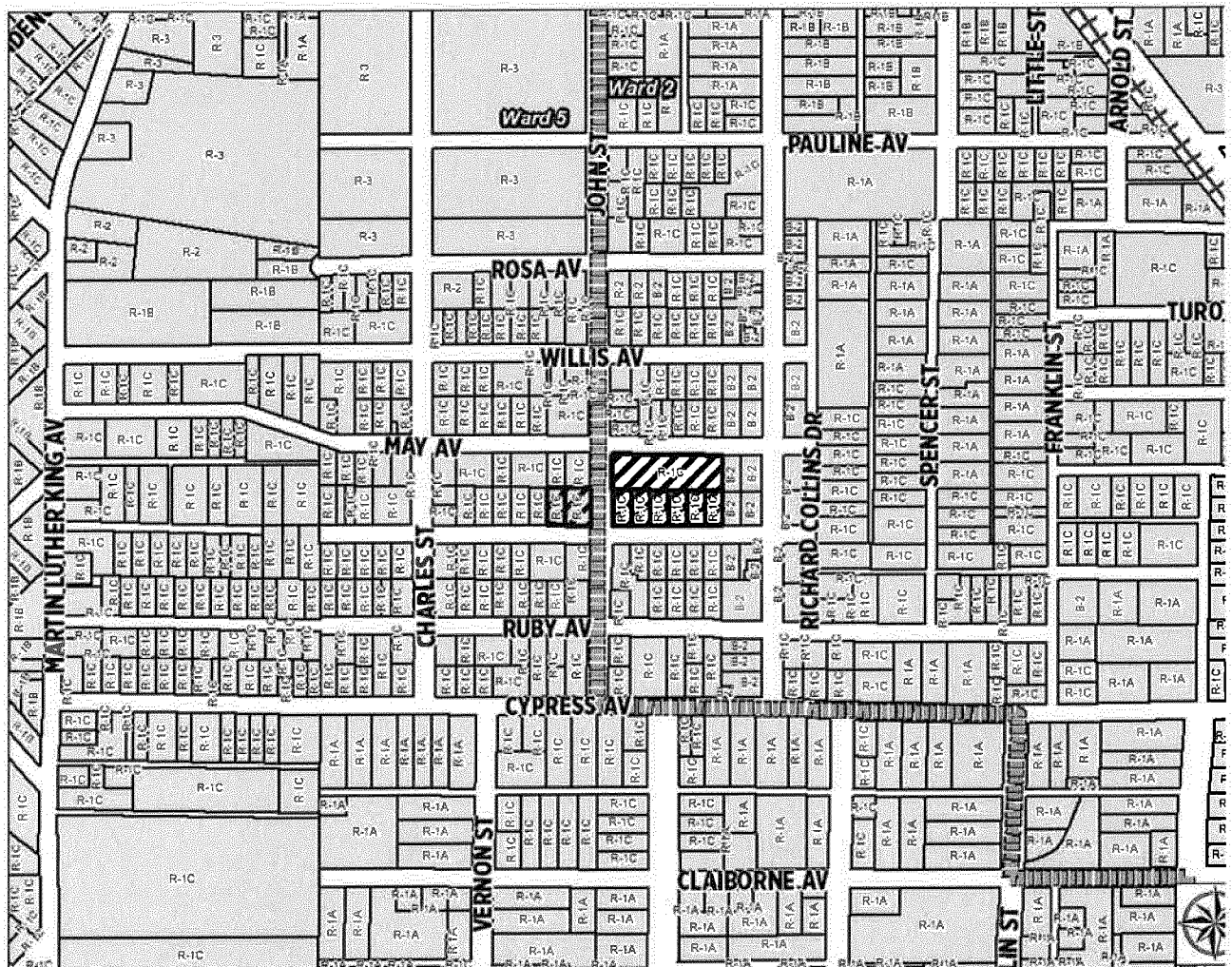
Flood District: X-NonFlood

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

A concept drawing was reviewed on June 8, 2012.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

PLANNING COMMISSION

July 5, 2012

ITEM D

PROPERTY ADDRESS:

1100 John Street

REQUESTED ACTION:

Use Permit for a church in zone R-1C and
Variance to allow 60% of the lot to be covered.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Sections 54.03 (11) and 54.04

ADJACENT ZONING AND LAND USES:

NORTH: R-1C (Single-Family Residential) District;
Single-Family

SOUTH: R-1C (Single-Family Residential) District;
Single-Family

EAST: B-2 (Neighborhood Business) District;
Single-Family and Business

WEST: R-1C (Single-Family Residential) District;
Single-Family

FUTURE LAND USE MAP DESIGNATION:

Neighborhood Conservation District 1-Downtown/
Historic Neighborhoods

See Comprehensive Plan—page 95

District Overview:

This Neighborhood conservation District is primarily a residential district located adjacent to Downtown Hattiesburg and in older, established neighborhoods east of U.S. Highway 49. In this district, predominantly-residential land uses may be found that exhibit certain types of development patterns.

District Characteristics:

The characteristics of this district include the following: moderate-density single-family residences or residential lands along the city's original street system; certain town-family and multi-family uses constructed to the character of the surrounding neighborhood; buildings with shallow front and side yards; certain neighborhood business land uses that are compatible in design to the surrounding residential areas; and a higher overall density of development than modern or suburban neighborhoods.

District Land Uses:

The following land uses should be found in this district: single-family residential uses; certain two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as churches and schools; and small offices and retail uses clustered along collector streets or at the edges of neighborhoods and constructed to the same character as the surrounding residences.

PHYSICAL SITE CHARACTERISTICS:

The proposed site is located north of the current church building. This site is located between May and Fredna Avenue and consists of 12 vacant parcels. Four lots to the east of the site will remain as the only four residential lots on this block. An existing parking lot is located on the west side of John Street.

STREETS AND TRAFFIC:

The proposed site is located on the east side of John Street between Fredna and May Avenues.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

Currently, off-site parking is located on the west side John Street. Additional parking is proposed to the east of the proposed building with accesses from Fredna and May.

CHARACTER OF THE NEIGHBORHOOD:

While the neighborhood is predominantly single family residential in character, the Antioch Baptist Church has been a part of the neighborhood since the 1920s.

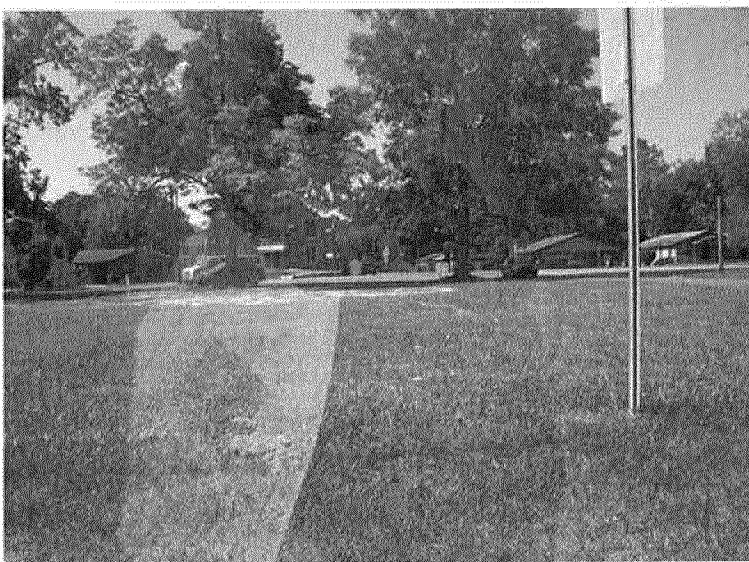
CONSIDERATIONS:

- The new church will be located across the street from the existing church building. The church has been part of the community since the 1920s, and the current church building was constructed in the 1940s. A large percentage of its congregation resides in the surrounding neighborhood.
- Churches are allowed to be located in an "R" (residential) district through a use permit and are typically viewed as a positive attribute for the surrounding community.
- The variance requested for lot coverage is a result of required parking. The maximum coverage permitted is 50% and is more related to single family residential than an assembly or church use. To provide the required off-street parking, a 10% variance for lot coverage is required.

CRITERIA FOR AMENDMENTS:

Variance Criteria 1-4

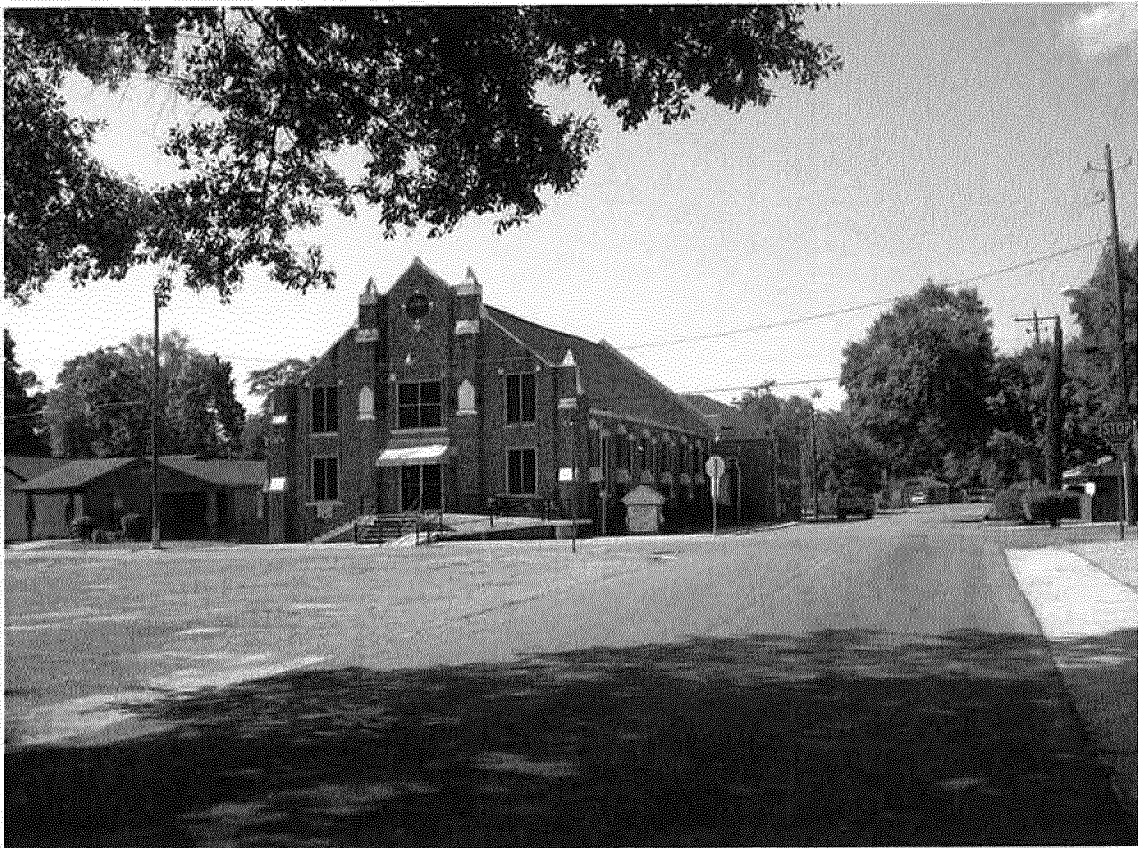
Antioch Baptist Church (Proposed Extension Area)



Antioch Baptist Church (Existing Parking Lot)



Antioch Baptist Church



Residential Surround the Antioch Baptist Church Property



Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Site Plan Pre-Application Date:	Click here to enter a date.	Planner:
Today's Date: Click here to enter a date.		
Project Name:	Antioch Baptist Church	
Proposed Use(s):	Church + Parking lot	
Project Street Address:	1100 John Street	
PPIN Number(s) (If unknown, can be found on tax receipt):	13932, 13933, 13947	
Parcel Number(s):	39-92-14-15, 39-92-14-16, 39-92-15-14	
Flood Zone(s):	X-non flood	Historic District(s):
Zoning District(s):	R-10	Proposed Cost of the Project: \$

Project Representative Information

Project Representative and Title: ☒ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐

Architect ☐ Engineer ☐ Other (Specify):

Name: L. C. Powell, Sr. Company Name: Antioch Baptist Church

Phone: Fax: Email:

Mailing Address: 301 Bredne Avenue
Hattiesburg, MS 39401

Name: Randy MacCoste w/ Reagin Building Associates, Inc.

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

Phone: 251-406-1567 Fax: 251-649-7178 Email:

Mailing Address:

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

Phone: Fax: Email:

Mailing Address:

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

A use permit to allow a church in the R-1C district and a variance for the parking requirements for @ church. The proposed expansion is due to growth at the church.

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

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

Property to the NORTH:	Current Zoning Classification	<u>R-1C</u>
Current use (Example: school, church, store):	<u>House</u>	
	☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant	
Property to the SOUTH:	Current Zoning Classification	<u>R-1C</u>
Current use (Example: school, church, store):	<u>House</u>	
	☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant	
Property to the EAST:	Current Zoning Classification	<u>B-2</u>
Current use (Example: school, church, store):	<u>House</u>	
	☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant	
Property to the WEST:	Current Zoning Classification	<u>R-1C</u>
Current use (Example: school, church, store):	<u>House</u>	
	☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant	

Staff Information – do not complete:

BUFFER REQUIREMENTS (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows:

NORTH

SOUTH

EAST

WEST

Please provide the following additional site and location information for this project:

Lot Frontage: _____ Linear Feet

Lot Depth: _____ Linear Feet

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

Total Project Area:

Disturbed area:

Existing Structure or Unimproved?

Unimproved

Number of existing buildings?

2

Use of buildings:

☐ Apartments

☒ Church / School

☐ Commercial

☐ Industrial

☐ Residential

Physical Characteristics:

Church

Land Use History:

Church

This property is located on the

South

side

(North/South/East/West)

of

May Avenue

and lies between

(Street Name)

May Avenue

(Street Name)

and

Breding Avenue

(Street Name)

Are there any Land Use Code violations on file on this property with the City?

no

If yes, please explain:

PUBLIC HEARING APPLICATION **P O BOX 1898 (200 Forrest Street/39401)**

HATTIESBURG, MS 39403-1898

Department of Urban Development

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

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No.

4

Section

54.04 (9)

Article No.

Section

Article No.

Section

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales
 ☐ Barber/Beauty Shop
 ☐ Care Center (type _____)
- ☐ Digital Billboard, New
 ☐ Digital Billboard, Replacement
 ☐ Junk Yard
- ☐ Restaurant
 ☐ Telecommunications
 ☒ Other Church

Land Development Code Article No.

4

Section

54.03 (11)

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning:

Proposed Zoning:

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

1100 John Street Hattiesburg, MS
Street Address City State

on this the 8th day of June, 2012.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Tamir C. Powell Sr

on this the 8th day of June, 2012.

Tamir C. Powell Sr
Property Owner

Property Owner

STATE OF MS

COUNTY OF Forrest

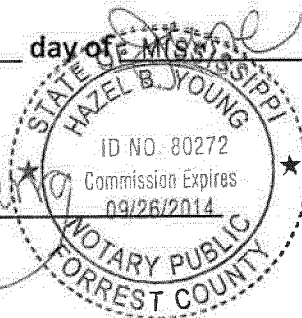
Personally came and appeared before me, the within named

Tamir C. Powell Sr

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day of June, 2012.

Hazel B. Young
NOTARY PUBLIC



My Commission Expires:

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

1100 John Street Hattiesburg, MS
Street Address City State

on this the 8th day of June, 2012.

Jamie C. Powell Sr
Applicant

Applicant

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named

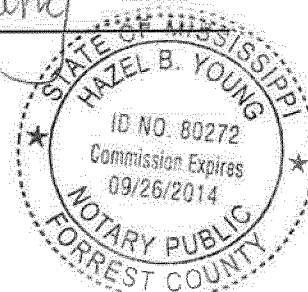
Jamie C. Powell Sr

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day of June, 2012.

Hazel B. Young
NOTARY PUBLIC

My Commission Expires:



PLANNING COMMISSION - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 12:00 p.m. (NOON)

Hattiesburg Planning Commission Meeting Date: July 5, 2012 Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and the City Council Meeting – appeals must be filed within this 10-day period which ends _____.

Council Agenda Review Meeting Date- you or your representative Should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date.- you or your representative May attend): _____ Time: 4:30 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Use Permit upon Review which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PRD's, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

☒ Site Diagram (11"x 17" minimum size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (See site diagram example included with this application.)

☒ Site Plan Review Committee, if needed.

☒ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only will also be required.)

☒ Electronic copy of legal description ONLY, saved as Word or WordPerfect document OR emailed to lreid@hattiesburgms.com or tpaige@hattiesburgms.com.

☐ An affidavit attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (included in owners signature page, or may be separate document)

☐ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

☐ Other documents needed (per Planning Administrator).

☐ Maps of Digital Billboard Removal Sites

☐ Maps of Digital Billboard Replacement sites

☐ Documentation on measurements

☐ Other _____

☒ Payment to the City of Hattiesburg for filing application in the amount of \$ NC. (Repeat Request) P.B.

**You will be responsible for posting a sign (prepared by Urban Development Staff)
a minimum of fifteen (15) days prior to the hearing date, and
for maintaining it for the duration of the public hearing process.**

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$ 175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming -----	\$300.00 per application, plus \$100.00 per required street name sign if approved*
*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.	
Street/Alley Closing -----	\$300.00 per application
Use Permit on Review -----	\$200.00 per application
Zoning Change -----	\$400.00 per application* (*see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD) -----	\$400.00 per application (*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Zoning Change package* -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats must be submitted to the governing body for approval within 12 months of approval of preliminary plats, in accordance with Section 109.6 of the Land Development Code.	
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Subdivision of Land package ** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council ---	\$50.00 per appeal
Exempt from fees – Established Neighborhood Associations	
Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's request -----	\$50.00 (per each 100 mailing labels)

**ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS
UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:**

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be un-applicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs –
(includes initial submittal and 2 re-submittals) ----- \$200.00 for first acre, plus
\$30.00 for each additional acre, or fraction thereof, of development

Expansion or renovation construction reviews
(includes initial submittal and 2 re-submittals) ----- \$100.00 for first acre, plus
\$30.00 for each additional acre, or fraction thereof, of development

Fourth and subsequent new, expansion or renovation Construction reviews --
\$ 50.00 each additional submittal

Expedient Process Lot Subdivision (up to 3 commercial lots) ----- \$150.00

Concept Review (general layout review only) ----- \$ 50.00

New use type(s) in existing building(s) ----- \$ 50.00

Make all checks payable to the City of Hattiesburg

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: A use permit, if granted, will allow a church in the R-1C District.

The parking requirements for a church make the impervious surface limitation/requirements difficult and an undue hardship

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The church has existed in neighborhood for many years. The new proposed structure accommodates growth experienced over the years. The requirement for coverage is more related to a residential use than public/church use

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

Parking lots are often a problem for non-residential buildings.

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

Parking requirements ~~cannot~~ and building footprint ~~cannot~~ ^{cannot be} met. The church has purchased additional lots to mitigate variances and comply with regulations by the 50% is not possible to be met w/out significant reduction in church size.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

The Church is a small congregation, and pews/seating were removed to accommodate city requirements. Further reductions would not be practical. Requirements are more in line w/ residential than public churches.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

1. List goods and merchandise to be sold on the premises.

NONE

2. Describe the proposed use of utilities and community facilities?

Church Activities

3. What is the expected number of employees? —

4. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

Replacing current church

5. Will there be any discharge of air, liquid, or solids? No If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? No

If yes, please explain:

Church currently at site

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for ^{TOTAL} 78 vehicles, ~~and~~ including 5 handicap vehicle(s); with _____ loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

- ☒ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- ☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- ☒ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☐ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☒ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

The church has operated at this site many years and has an identity with the community.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

June 22, 2012

Trustees of Antioch Baptist Church
301 Fredna Avenue
Hattiesburg, MS 39401

RE: Use Permit and Variance application for certain property located at 1100 John Street (Parcels 39-92-14-15, 39-92-14-16, 39-92-15-14, PPINs 013932, 13933, 13947, Ward 5) requesting a use permit for a church in zone R1-C and variance to allow 60% of the lot to be covered.

To Whom it May Concern:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you have any questions.

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner-Apprentice

Enclosure

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent to	
Street, Apt. No. or PO Box No.	
City, State, ZIP	
Trustees of Antioch Baptist Church 301 Fredna Avenue Hattiesburg, MS 39401	
PS Form 3800, January 2009	

City of Hattiesburg PO Box 1898 Hattiesburg

2-17

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by the Trustees of Antioch Baptist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues and said properties being more particularly described as follows, to-wit:

Lots 3 through 14 of Block 15 of J.H. Buschman Subdivision, as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. (Parcel 2-038B-15-317.00, PPIN 13941; Parcel 2-038B-15-334.00, PPIN 13942; Parcel 2-038B-15-333.00, PPIN 13943; Parcel 2-038B-15-332.00, PPIN 13944; Parcel 2-038B-15-331.00, PPIN 13945; Parcel 2-038B-15-330.00, PPIN 13946; and Parcel 2-038B-15-329.00, PPIN 13947)

And;

Lots 15 through 16 of Block 14 of J.H. Buschman Subdivision, as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. (Parcel 2-038B-15-336.00, PPIN 13932, and Parcel 2-038B-15-335.00, PPIN 13933)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June A.D., 2012.

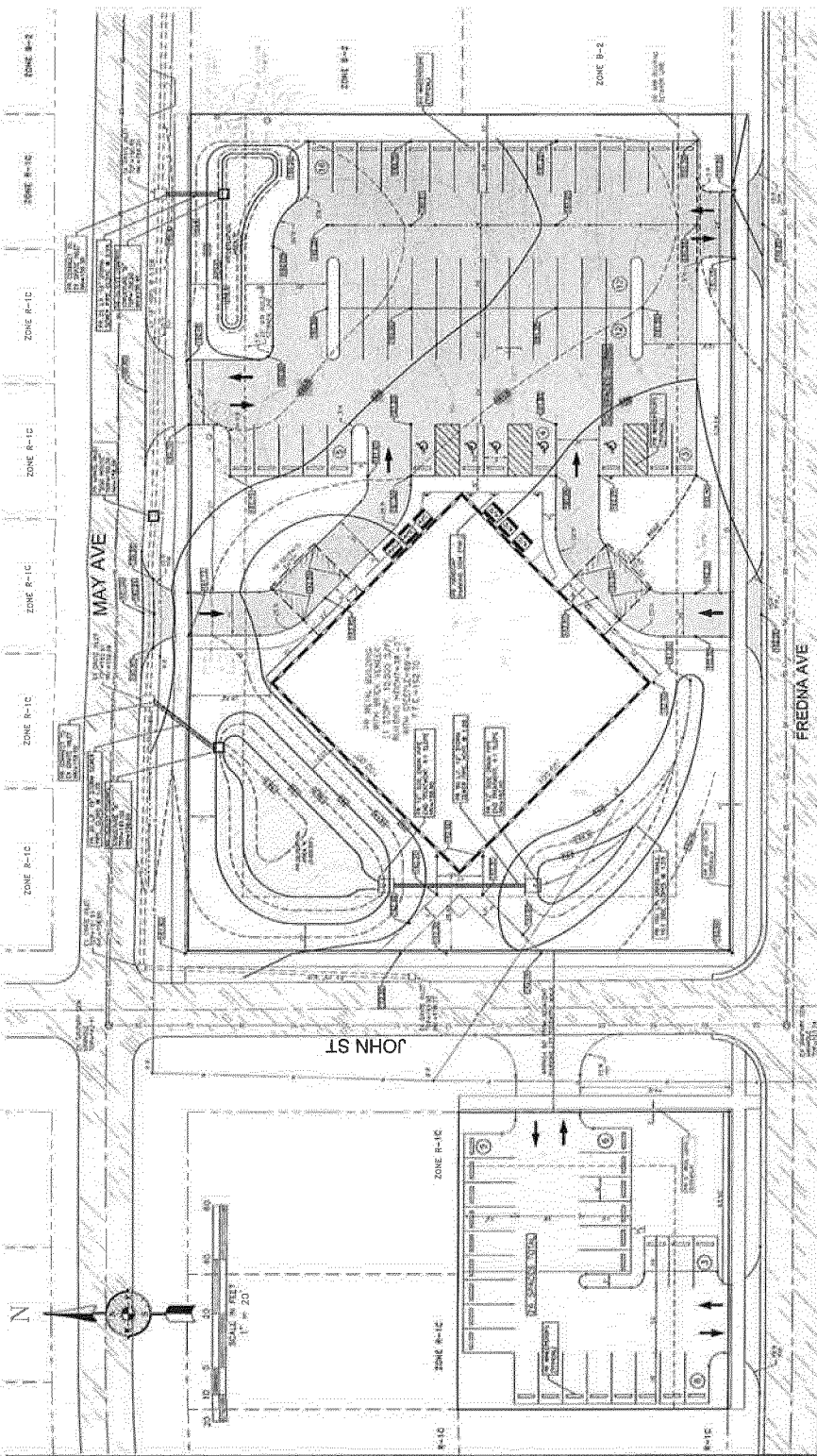
CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

7-18



LEGEND

1	EXISTING ROAD LANE
2	EXISTING DRIVEWAY
3	EXISTING SIDEWALK
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1. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE EXISTING DRAINAGE SYSTEM OR THE EXISTING PAVEMENT SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE NEW DRAINAGE SYSTEM AND THE NEW PAVEMENT SURFACE.
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3. ALL DRAINAGE AND PAVEMENT SHALL BE IN ACCORDANCE WITH THE CITY OF HATTIESBURG SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXISTING DRAINAGE SYSTEM AND THE EXISTING PAVEMENT SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE NEW DRAINAGE SYSTEM AND THE NEW PAVEMENT SURFACE.
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BUTT JOINT DETAIL



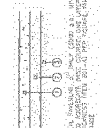
ASPHALT PAVEMENT BUILDUP DETAIL



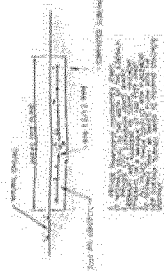
ANTIOCH BAPTIST CHURCH
SITE GRADING & DRAINAGE PLAN
HATTIESBURG, MISSISSIPPI

POLY SURVEYING	
DATE	11/11/2011
PROJECT	ANTIOCH BAPTIST CHURCH
SCALE	1" = 20'
SHEET	2 OF 1

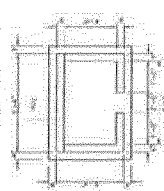
CONCRETE PAVEMENT BUILDUP DETAIL



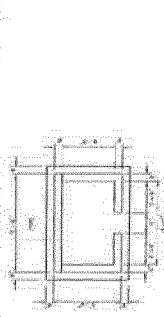
SIDEWALK DETAIL

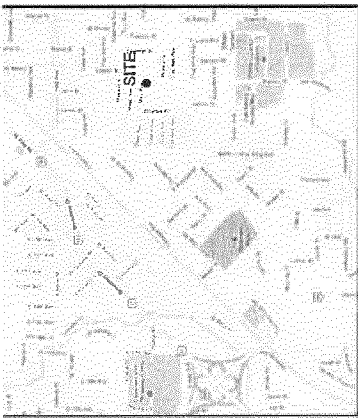


OUTLET CONTROL STRUCTURE 'B' DETAIL



OUTLET CONTROL STRUCTURE 'A' DETAIL





VICINITY MAP

LEGEND

1. EXISTING LOT	2. EXISTING LOT	3. EXISTING LOT	4. EXISTING LOT
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97. EXISTING LOT	98. EXISTING LOT	99. EXISTING LOT	100. EXISTING LOT

THE PROJECT IS LOCATED IN
ZONE R-1C
AS SHOWN ON THE CITY OF HATTIESBURG ZONING MAP.

LEGAL DESCRIPTION

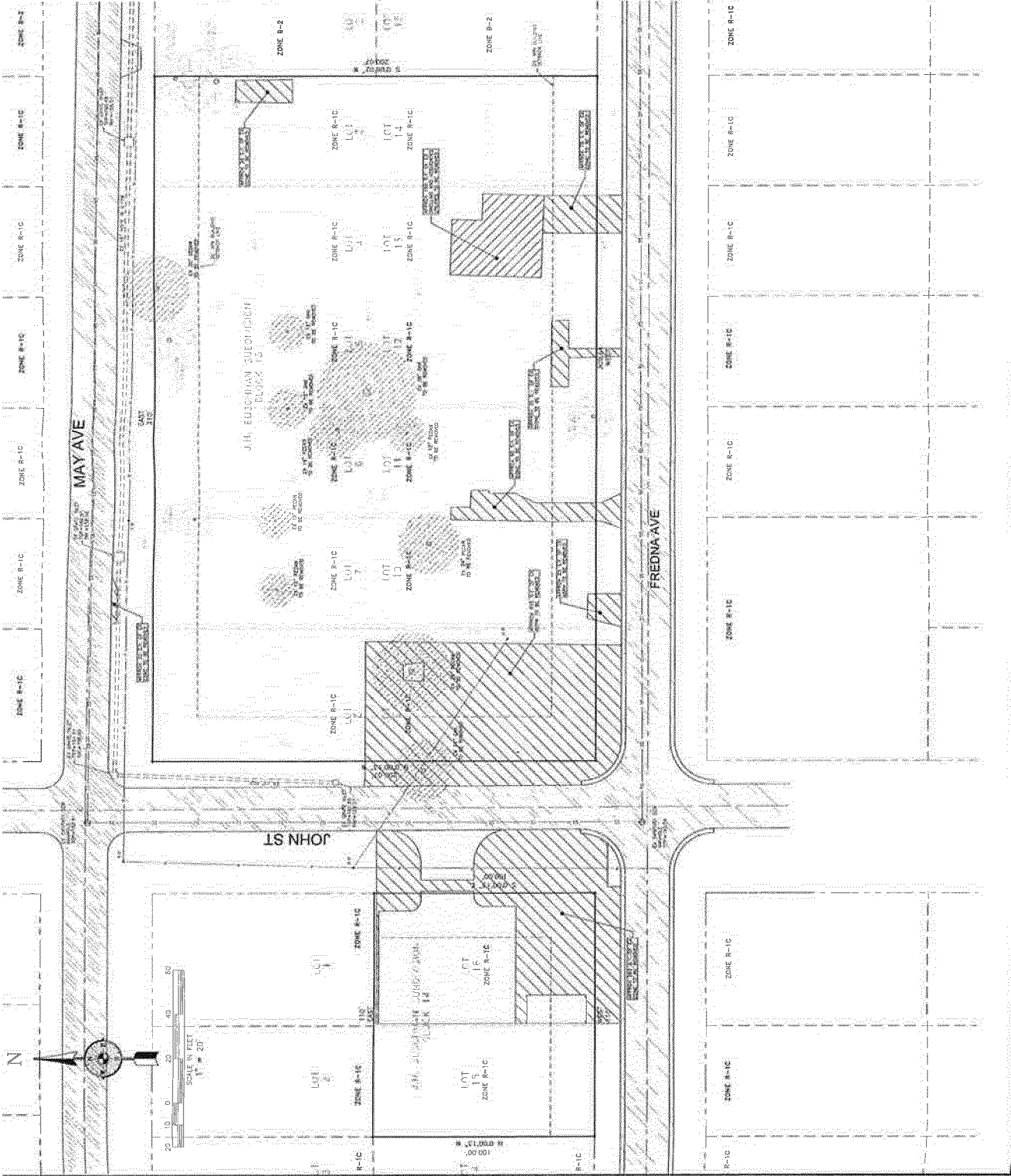
THE PROPERTY IS A LOT OF THE CITY OF HATTIESBURG, MISSISSIPPI, AS SHOWN ON THE CITY OF HATTIESBURG ZONING MAP, AND IS DESCRIBED AS FOLLOWS:

LOT 15, BLOCK 15, J.H. EUBANK SUBDIVISION, AS SHOWN ON THE CITY OF HATTIESBURG ZONING MAP, AND IS DESCRIBED AS FOLLOWS:

NOTES: THE PROPERTY IS A LOT OF THE CITY OF HATTIESBURG, MISSISSIPPI, AS SHOWN ON THE CITY OF HATTIESBURG ZONING MAP, AND IS DESCRIBED AS FOLLOWS:

ANTIOCH BAPTIST CHURCH
EXISTING CONDITIONS & DEMOLITION PLAN
HATTIESBURG, MISSISSIPPI

POLY SURVEYING
ENGINEERS



12-20



City of Hattiesburg, MS

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

Master

File Number: 2012-1009

File ID: 2012-1009

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: 1406 and 1409 Penton Avenue - Zoning Change and
Use Permit

Final Action: 08/07/2012

Minute Book Number: MB2012-1/265

Title:

Approve or Deny the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 1406 and 1409 Penton Avenue (Minutes and Packet)

Enactment Number:

Contact: 601-554-1031

Meeting Date: 08/07/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1009

Title

Approve or Deny the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

1406 and 1409 Penton Avenue - Zoning Change and Use Permit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
JULY 24, 2012**

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope
Don McCleskey

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item D.

There came the matter of Item E, the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Cary University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Address	City/State
<u>Presented by:</u>	Charles Bourland	5211 Old Highway 11	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 2:15 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reasons: 1) There is a material change in the circumstances and conditions of the neighborhood and surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan, and 2) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

Motion made by: Robin Roberts

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope
Don McCleskey

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item E.

PLANNING COMMISSION

July 5, 2012

ITEM E**PROPERTY ADDRESS:**

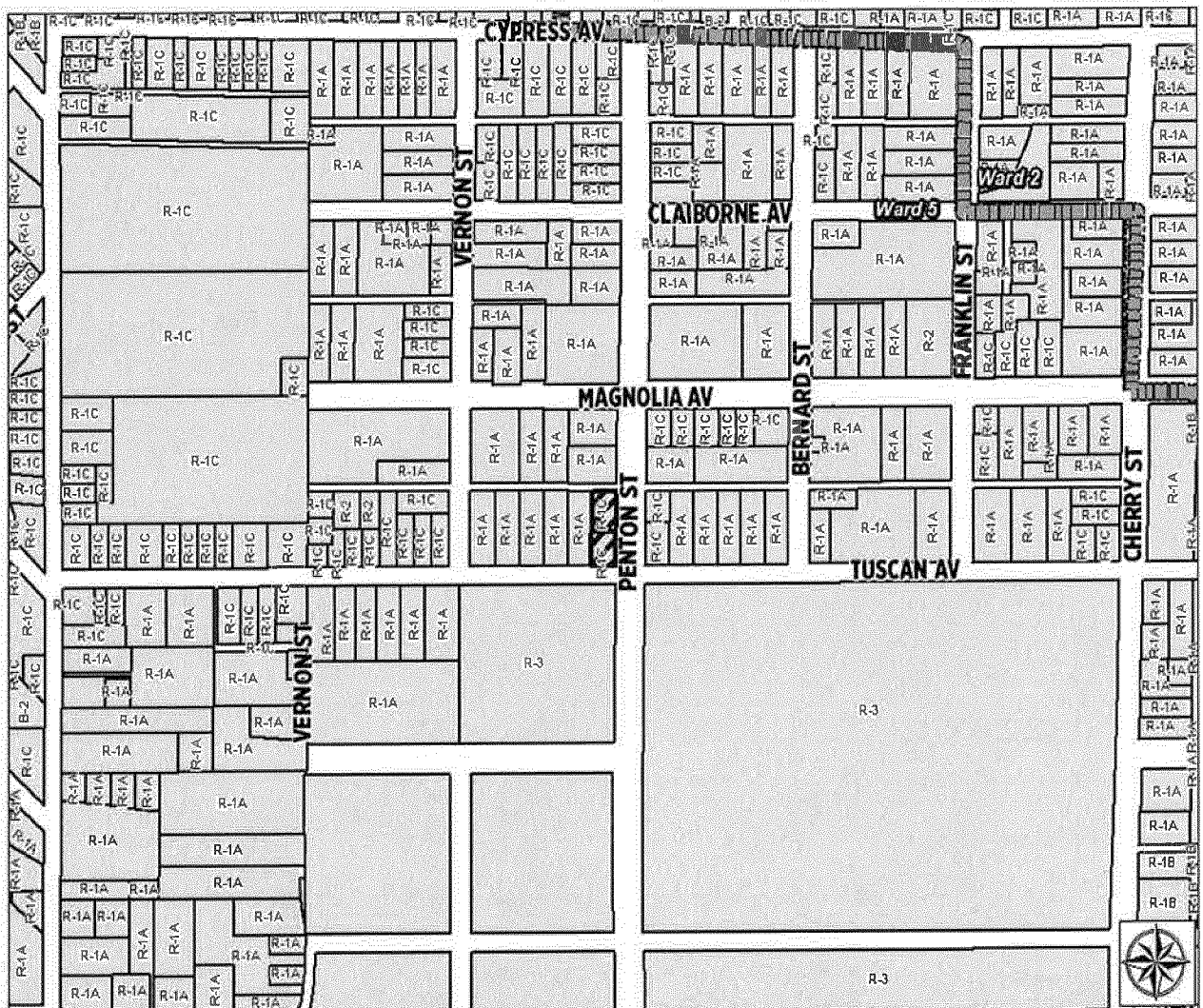
1406 and 1409 Penton Avenue

Parcel: 40-88-21-10**PPIN:** 013690 and 013691**Ward:** 5**PETITIONER:**Charles Bourland, Landry and Lewis Architects,
5211 Old Highway 11, Hattiesburg, MS 39402**PROPERTY OWNER:**William Carey University, Owner, 498 Tuscan
Avenue, Hattiesburg, MS 39401**REQUEST:** To Rezone Parcel located at corner of
Tuscan and Penton from R-1C to R-2 and Grant a
Use Permit for a "University and College."**PREVIOUS PLANNING COMMISSION ACTION ON
SURROUNDING PROPERTY:** N/A**SPECIAL DISTRICTS:**

Flood District: X-NonFlood

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:A pre-concept meeting was held on May 10, 2012
in which the concept was discussed and site plan
reviewed on June 8, 2012.**PENDING HISTORIC CONSERVATION
COMMISSION ACTION:** N/A

PLANNING COMMISSION

July 5, 2012

ITEM E

PROPERTY ADDRESS:

1406 and 1409 Penton Avenue

REQUESTED ACTION:

To Rezone Parcel located at corner of Tuscan and Penton from R-1C to R-2 and Grant a Use Permit for a "University and College."

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 55.03 (8)

ADJACENT ZONING AND LAND USES:

NORTH: R-1A (Single-Family Residential) District;
Single-Family

SOUTH: R-3 (Multi-Family Residential) District;
University

EAST: R-1C (Single-Family Residential) District;
Single-Family

WEST: R-1A (Single-Family Residential) District;
Single-Family

FUTURE LAND USE MAP DESIGNATION:Neighborhood Center Mixed Use District

See Comprehensive Plan—pages 100-101

District Overview:

Neighborhood Mixed-Use Districts provide locations for a range of compatible uses that primarily serve neighborhood residents, area businesses and employment centers, and visitors drawn to the special district. In this district, a mix of land uses may be found that complement the character of the surrounding neighborhoods and/or employment centers, and allow the extension of certain non-residential land uses to properties that had previously been used as residences.

District Characteristics:

The characteristics of this district include the following: a mix of building types; residential buildings that have been converted to non-residential uses, such as offices; buildings with shallow front and side yards; small private parking area and shared parking in public lots; green space in the form of smaller private yards and courtyards; and buildings with both residential and commercial uses.

District Land Uses:

The following land uses should be found in this district: single-family residential uses; accessory apartments; small townhome developments (six to eight units per acre; development sizes no greater than two acres); second-floor apartments over retail or service businesses; smaller, low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and quasi-public uses, such as churches, schools and public offices; arts-related businesses; and small offices in converted residences or new buildings constructed to the same character as the surrounding neighborhood.

PHYSICAL SITE CHARACTERISTICS:

The site consists of two parcels that have been historically used as apartments. The units have been vacant and in disrepair for several years. The southern structure is a 3-story building consisting of 6 units, and the northern adjacent structure is only one story consisting of 4 units.

STREETS AND TRAFFIC:

The small two parcels are located at the corner of Penton Avenue and Tuscan Avenue.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

The lot has access to Penton Avenue and Tuscan Avenue. As a component of the University, parking can be accommodated within the campus. On-site parking exists along Penton Avenue, but reductions in access or curb cuts will be required for future renovations.

CHARACTER OF THE NEIGHBORHOOD:

The property is located within the Unified Neighborhood Association. This includes William Carey and the surrounding mix of residences.

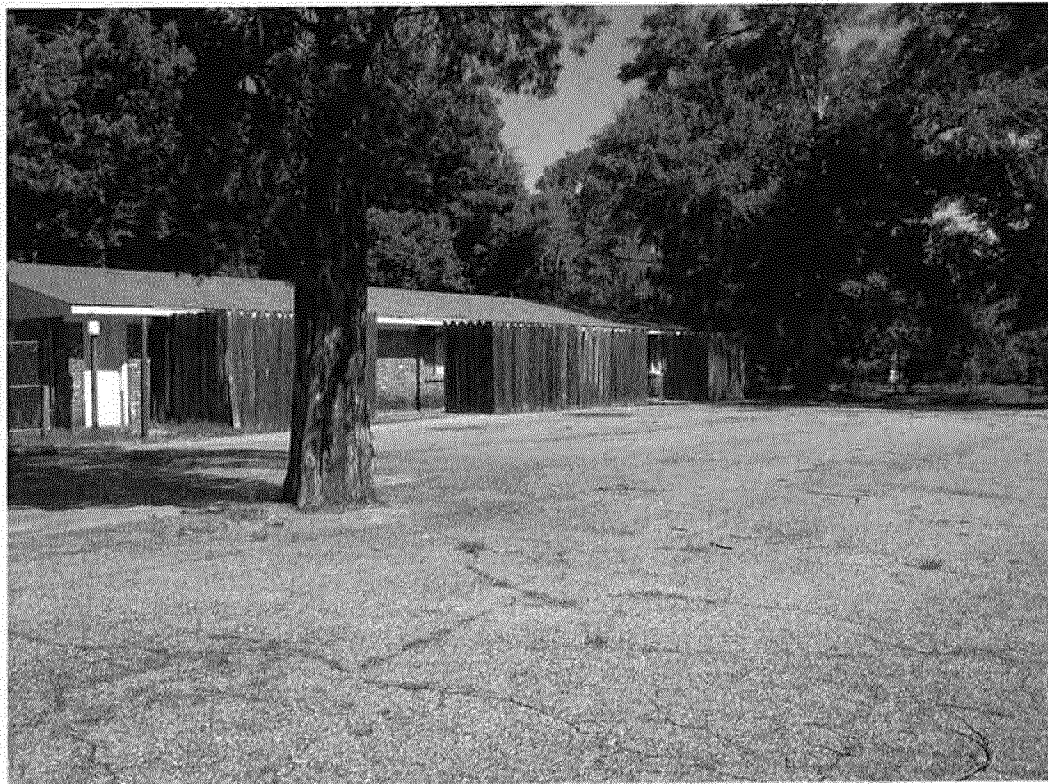
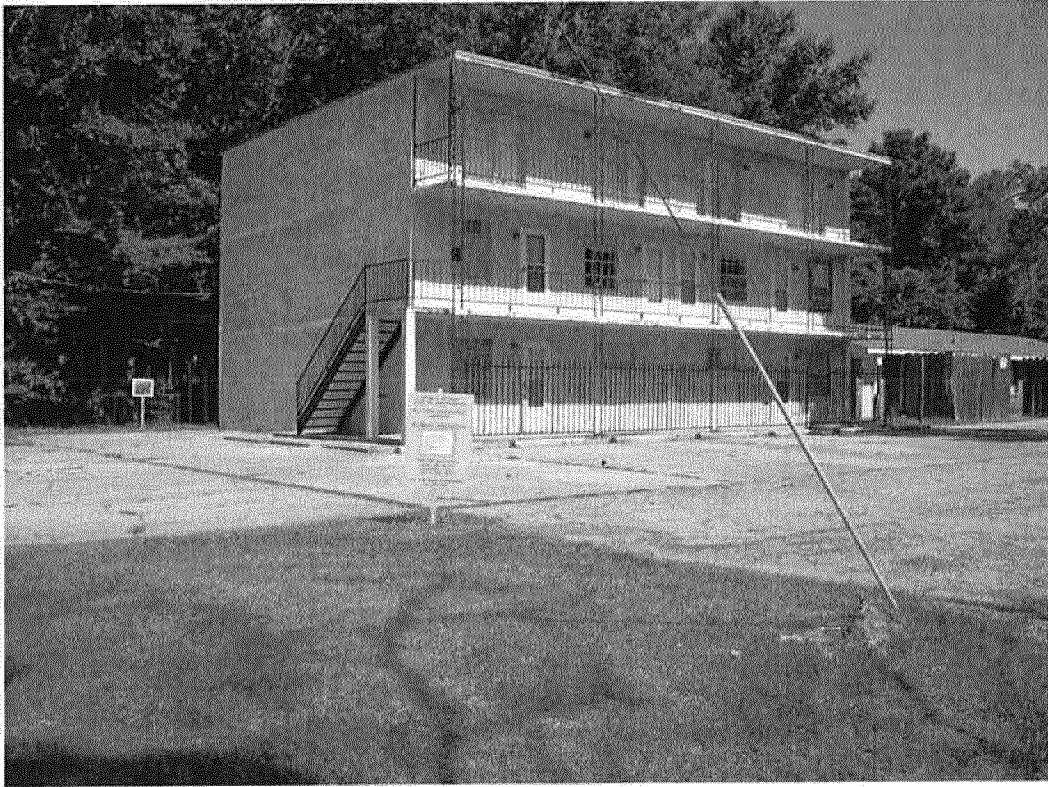
CONSIDERATIONS:

William Carey has been expanding for several years. In addition, WCU has purchased surrounding properties that have been in disrepair in efforts to stabilize the neighborhood. The building will ultimately be used as student or faculty housing. At present the building is non-conforming and the rezoning will bring the use into conformance.

CRITERIA FOR AMENDMENTS:

- A. A change in Neighborhood Character
- B. Mistake in Zoning
- C. Public Need

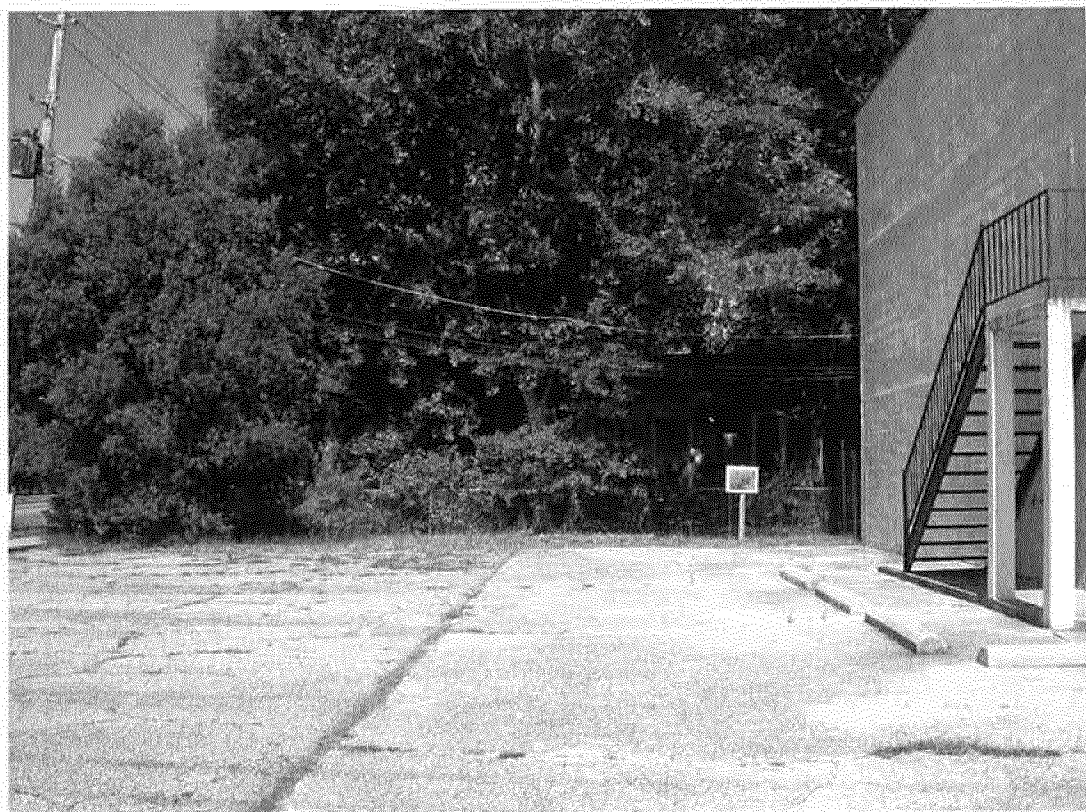
1406 and 1409 Penton Avenue



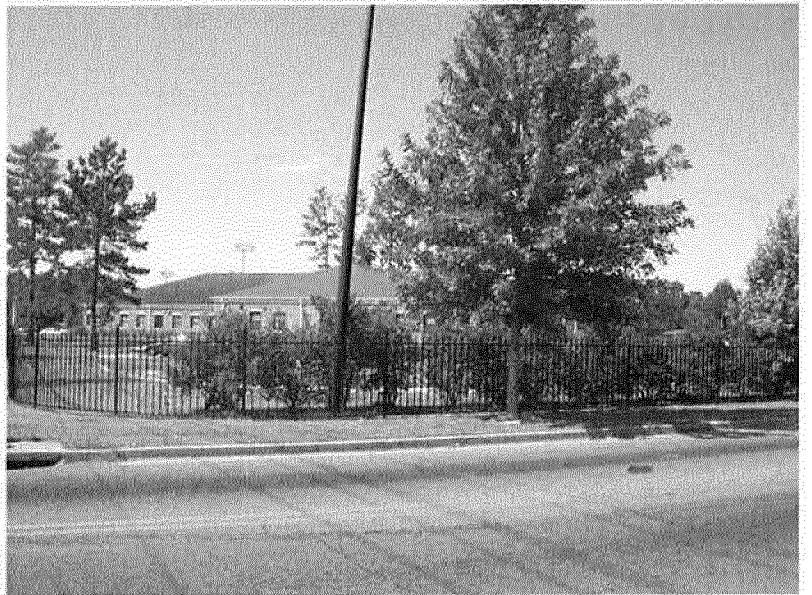
Residential (East)



Wooded Area and Residential (West)



William Carey University (South)



Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Site Plan Pre-Application Date: Click here to enter a date. Planner: _____
Today's Date: Click here to enter a date.
Project Name: William Carey University Apartments
Proposed Use(s): Apartments
Project Street Address: 1406 & 1409 Benton Avenue
PPIN Number(s) (If unknown, can be found on tax receipt): 013690 + 013691
Parcel Number(s): 40-88-21-10 & Hard 3
Flood Zone(s): X-nonflood Historic District(s): N/A
Zoning District(s): R-10 Proposed Cost of the Project: \$ _____

Project Representative Information

Project Representative and Title: ☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☒
Architect ☐ Engineer ☐ Other (Specify): _____
Name: Charles Boorland Company Name: Landry & Lewis Architects
Phone: 601-271-7711 Fax: _____ Email: Charles@landryandlewis.com
Mailing Address: 5211 Old Highway 11
Hattiesburg, MS 39402

Name: Robert D. Blirens
☐ Applicant ☒ Property Owner ☒ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____
Phone: _____ Fax: _____ Email: _____
Mailing Address: William Carey University

Name: _____
☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____
Phone: _____ Fax: _____ Email: _____
Mailing Address: _____

RECEIVED

MAY 25 2012

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Department of Urban Development
 (601) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
 Information –
 do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
☐ Restaurant ☐ Telecommunications ☒ Other WCU University

Land Development Code Article No. _____

Section _____

Staff
 Information

FOR RE-ZONING ONLY:

Existing Zoning: R-1C

Proposed Zoning: R-2

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

1406 x 1409 Penton Ave. Hall-essburg MS
Street Address City State

on this the 23 day of May, 2012

Charles Bowland
Applicant

Landry And Lewis Architects
Applicant

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Charles Bowland

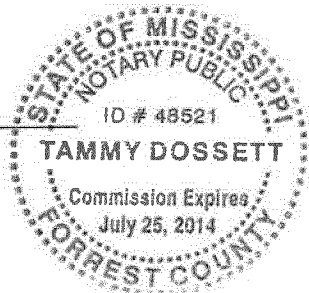
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Request For Rezoning Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May,
2012.

Tammy Dossett
NOTARY PUBLIC

My Commission Expires:

7/25/14



THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

1406 & 1409 Penton Ave. Hattiesburg MS
Street Address City State

on this the 23 day of May, 2012.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

ROBERT D. BLIVENS

on this the 23rd day of MAY, 2012.

Robert D. Blivens

Property Owner

William Carey Dawkins, III
Property Owner

STATE OF Mississippi

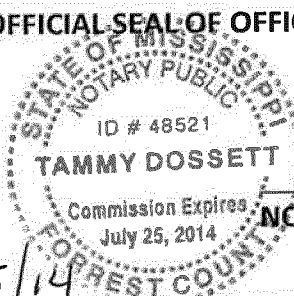
COUNTY OF Forrest

Personally came and appeared before me, the within named

Robert D. Blivens

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May, 2012.



Tammy Dossett
NOTARY PUBLIC

My Commission Expires:

7/25/14

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

WCU wishes to use the existing and would need the property rezoned to do so.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

RECEIVED
MAY 30 2012
GPH

1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees? _____

4. Will there be any elevation in the noise level resulting from this proposed use? _

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? _____ If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? ___Yes___

If yes, please explain:

Students will be crossing Tuscan Avenue to get to the building.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ Handicap vehicle(s); with _____ 0 _____ loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

- ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

William Carey University has purchased the property from the previous owner and is interested in improving the property for purposes of stabilizing and contributing to the vitality and quality of life of the neighborhood community while also maintaining the integrity of the neighborhood's identity and boosting community pride. The University proposes to achieve these goals by investing in the conservation and protection of the physical infrastructure of the property. At this time the William Carey University does not have any particular proposed use of the building. A possible use would be to continue it as apartments to provide residential opportunities to University students and/or faculty.

The current R1-C zoning does not allow college or university uses, but by rezoning to R-2 with a special use permit as "College and University" use upon approval of the planning commission, WCU can occupy and use the existing building.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees?

7

4. Will there be any elevation in the noise level resulting from this proposed use? _

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? NO If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

Students will be crossing Tuscan Avenue to get to the building.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ handicap vehicle(s); with _____ 0 _____ loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

- ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

_____ WCU wishes to use the existing building that they now own but would need the property rezoned to be able to use

it

Forrest County
Filed/Recorded MAY 4 2011 02:27:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by:
Dorranice Aultman, MSB # 1661
Aultman, Tyner & Ruffin, Ltd.
P. O. Drawer 750
Hattiesburg, MS 39403-0750
601-583-2671

Return to:
William Carey University
498 Tuscan Avenue, Box 2
Hattiesburg, MS 39401
601-318-6051

INDEXING INSTRUCTIONS: Lot Twelve (12), Block Twenty-three (23) of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt, sufficiency and adequacy of all of which are hereby acknowledged,

Reid C. A. Tucker
209 Rebecca Avenue
Hattiesburg, MS 39401
(601) 545-1816

being the sole owner of said property following the death of my wife on July 11, 2010, with whom I owned the property being conveyed herein as joint tenants with full rights of survivorship, does hereby sell, convey, and warrant to

WILLIAM CAREY UNIVERSITY
498 Tuscan Avenue, Box 2
Hattiesburg, MS 39401
601-318-6051

the following described real property located and situated in Forrest County, Mississippi, and more particularly described as follows, to-wit:

Lot Twelve (12), Block Twenty-Three (23) of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

**Inst. 675230
Bk 1102 Pg 0072**

This conveyance is subject to any and all prior reservations, conveyances, exceptions, and leases of oil, gas and minerals in, under and upon the above described property.

This conveyance is subject to any and all easements, rights of way, or Building Restrictions and Protective Covenants of record or of use in any way pertaining to or affecting the above described property.

This conveyance and the warranty hereof are subject to the present tenant occupancy.

The premises are conveyed to and accepted by the Grantee in their present condition

Ad valorem taxes for the year 2011 are to be prorated between the Grantor and the Grantee as of the date of the delivery of this instrument, and payment is to be assumed by the Grantee.

WITNESS OUR SIGNATURES on this, the 3rd day of May, A.D., 2011.

Reid C. A. Tucker
REID C. A. TUCKER, Grantor

WILLIAM CAREY UNIVERSITY, GRANTEE

BY: Tommy King

Tommy King, President

Inst. 675230
Bk 1102 Pg 0073

Page 2 of 3

E-14

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named REID C. A. TUCKER, who acknowledged he signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned after being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 3rd day of May, A.D., 2011.

Linda Aultman
NOTARY PUBLIC

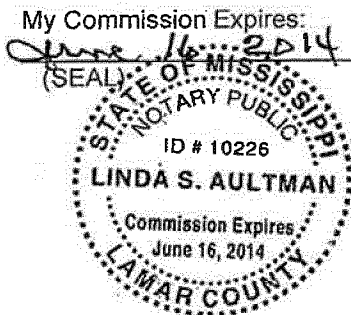


STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named, Tommy King, who acknowledged that as President of WILLIAM CAREY UNIVERSITY, he signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned after being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 3rd day of May, A.D., 2011.

Linda Aultman
NOTARY PUBLIC



Inst. 675230
Bk 1102 Pg 0074



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

June 22, 2012

Charles Bourland
Landry and Lewis Architects
5211 Old Highway 11
Hattiesburg, MS 39402

RE: Rezoning and Use Permit application for certain property located at 1406 and 1409 Penton Avenue (Parcel 40-88-21-10, PPINs 013690 and 013691, Ward 5) requesting to change the zoning classification from R1-C (Single-Family Residential) District to R-2 (Two-Family Residential) District and Use Permit for a University or College.

Dear Mr. Bourland:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner-Apprentice

Enclosure

City of Hattiesburg PO Box 1898 Hattie

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	Charles Bourland
Street, Apt. No., or PO Box No.	Landry and Lewis Architects 5211 Old Highway 11
City, State, ZIP ⁺	Hattiesburg, MS 39402
PS Form 3800, August 2000	

7011 2000 0000 6953 6280

Postmark Here

E-16

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

Lot Twelve (12), Block Twenty-Three (23) of Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-1011

File ID: 2012-1011

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: 512 Tuscan Avenue-Zoning Change and Use Permit

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/265

Title:

Approve or Deny the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 512 Tuscan Avenue (Minutes and Packet)

Enactment Number:

Contact: 601-554-1031

Meeting Date: 08/07/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1011

Title

Approve or Deny the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

512 Tuscan Avenue - Zoning Change and Use Permit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION**

JULY 24, 2012

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

There came the matter of Item F, the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Cary University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Address	City/State
<u>Presented by:</u>	Charles Bourland	5211 Old Highway 11	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 2:22 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reasons: 1) There is a material change in the circumstances and conditions of the neighborhood and surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan, and 2) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

<u>Motion made by:</u>	Robin Roberts
<u>Motion seconded by:</u>	Don McCleskey
<u>Commissioners voting aye:</u>	Marjorie Chambers Judy Corts Robin Roberts Annie Pope Don McCleskey

<u>Commissioners voting nay:</u>	None

<u>Commissioners abstaining:</u>	None

The Hattiesburg Planning Commission voted to **APPROVE** Item F.

Other Business:

None

A motion was made by Commissioner McCleskey and seconded by Commissioner Corts to adjourn the meeting.

The meeting was adjourned at 2:26 p.m.

Linda McMurtrey, Presiding Chairman/Secretary

**Chiquila Thompson, Planner-Apprentice
/Recording Secretary**

PLANNING COMMISSION

July 5, 2012

ITEM F

PROPERTY ADDRESS:

512 Tuscan Avenue

Parcel: 40-88-18-12

PPIN: 013655

Ward: 5

PETITIONER:

Charles Bourland, Landry and Lewis Architects,
5211 Old Highway 11, Hattiesburg, MS 39402

PROPERTY OWNER:

William Carey University, Owner, 498 Tuscan
Avenue, Hattiesburg, MS 39401

REQUEST: To Rezone Parcel located at corner of
Tuscan and Cherry from R-1C to R-2 and Grant a
Use Permit for a "University and College."

PREVIOUS PLANNING COMMISSION ACTION ON
SURROUNDING PROPERTY: None

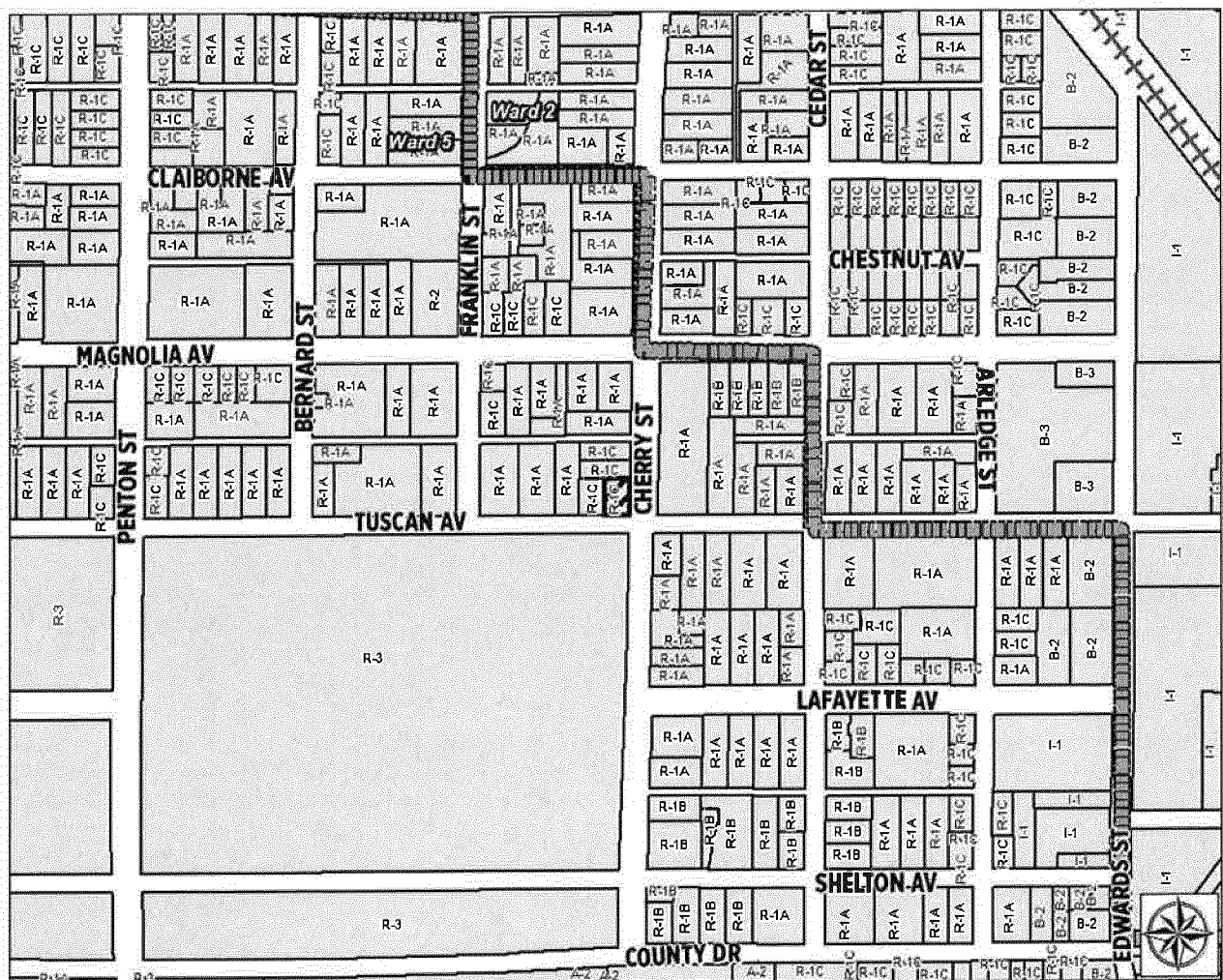
SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

A pre-concept meeting was held on May 10, 2012
in which the concept was discussed.PENDING HISTORIC CONSERVATION
COMMISSION ACTION: N/A

PLANNING COMMISSION

July 5, 2012

ITEM F**PROPERTY ADDRESS:**

512 Tuscan Avenue

REQUESTED ACTION:

To Rezone Parcel located at corner of Tuscan and Cherry from R-1C to R-2 and Grant a Use Permit for a "University and College."

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 55.03 (8)

ADJACENT ZONING AND LAND USES:

NORTH: R-1C (Single-Family Residential) District;
Single-Family

SOUTH: R-3 (Multi-Family Residential) District;
University

EAST: R-1A (Single-Family Residential) District;
Church

WEST: R-1C (Single-Family Residential) District;
Single-Family

FUTURE LAND USE MAP DESIGNATION:

Neighborhood Center Mixed Use District
See Comprehensive Plan—pages 100-101

District Overview:

Neighborhood Mixed-Use Districts provide locations for a range of compatible uses that primarily serve neighborhood residents, area businesses and employment centers, and visitors drawn to the special district. In this district, a mix of land uses may be found that complement the character of the surrounding neighborhoods and/or employment centers, and allow the extension of certain non-residential land uses to properties that had previously been used as residences.

District Characteristics:

The characteristics of this district include the following: a mix of building types; residential buildings that have been converted to non-residential uses, such as offices; buildings with shallow front and side yards; small private parking area and shared parking in public lots; green space in the form of smaller private yards and courtyards; and buildings with both residential and commercial uses.

District Land Uses:

The following land uses should be found in this district: single-family residential uses; accessory apartments; small townhome developments (six to eight units per acre; development sizes no greater than two acres); second-floor apartments over retail or service businesses; smaller, low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and quasi-public uses, such as churches, schools and public offices; arts-related businesses; and small offices in converted residences or new buildings constructed to the same character as the surrounding neighborhood.

PHYSICAL SITE CHARACTERISTICS:

The two-story structure on the site was constructed in the 1930s and functioned as a mixed use grocery store with residential units on the second floor. The building has been vacant since 2005, and is in a state of disrepair.

STREETS AND TRAFFIC:

The small parcel is located on a corner lot of Cherry and Tuscan.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

The lot has access to Cherry and Tuscan. As a component of the University, parking can be accommodated within the campus. Off-street parking is available at the site.

CHARACTER OF THE NEIGHBORHOOD:

The property is located within the Unified Neighborhood Association. This includes William Carey and the surrounding mix of residences.

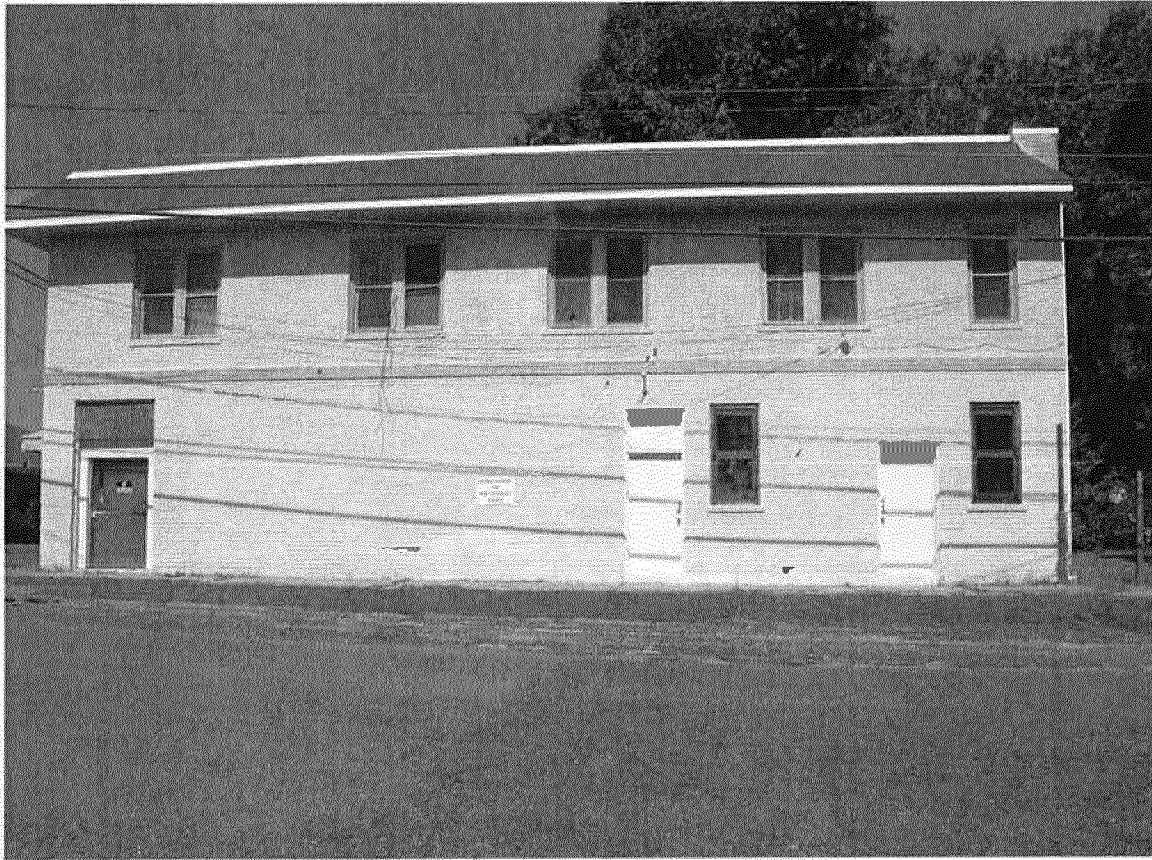
CONSIDERATIONS:

William Carey has been expanding for several years, and it has purchased surrounding properties that have been in disrepair in efforts to stabilize the neighborhood. The building will utilize residential on the upper floor with a commercial/business activity on the ground floor. At present the building is non-conforming and the rezoning will bring the use into conformance.

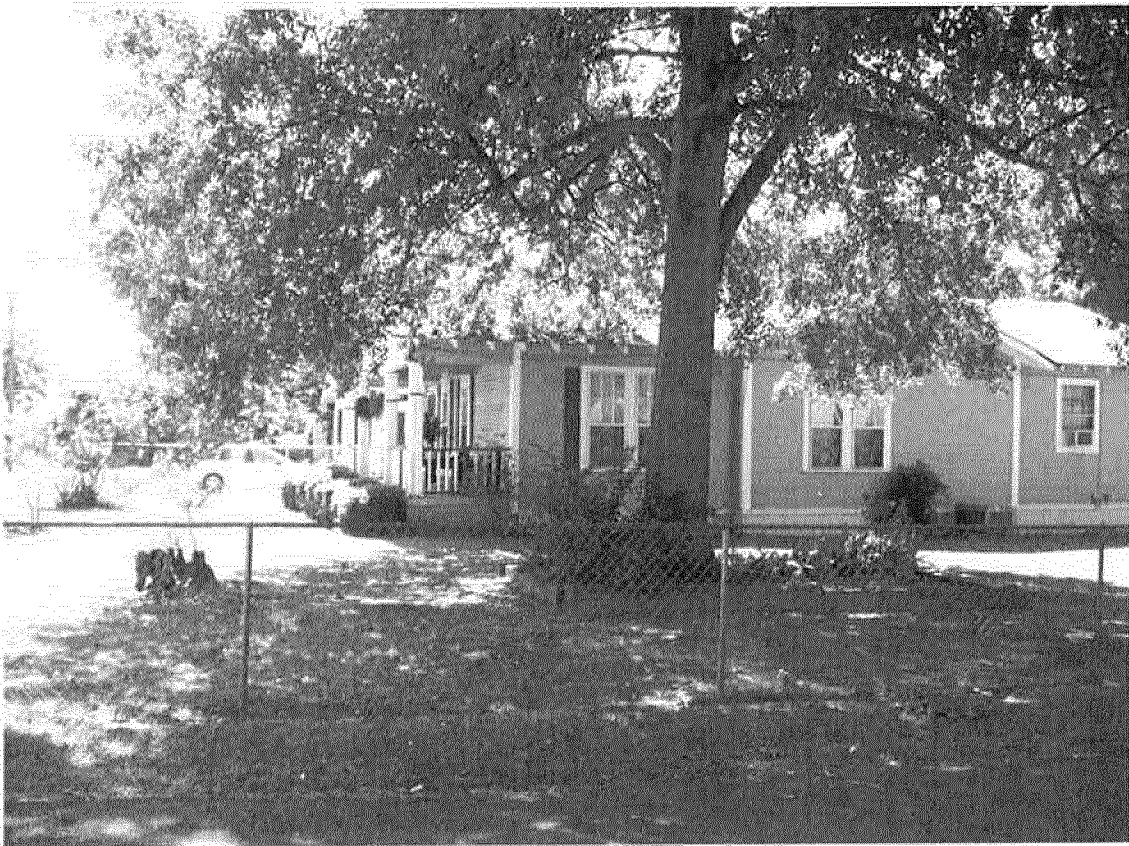
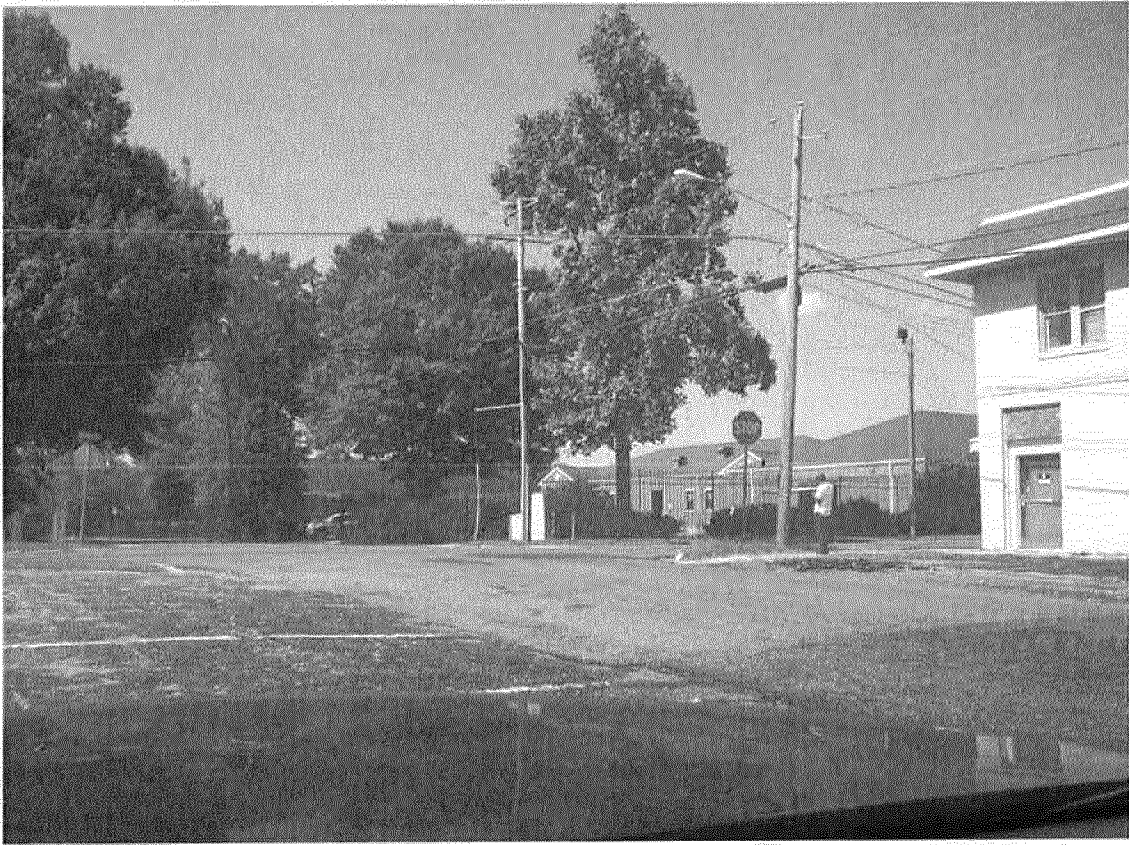
CRITERIA FOR AMENDMENTS:

- A. A change in Neighborhood Character
- B. Mistake in Zoning
- C. Public Need

512 Tuscan Avenue



William Carey University and Residential (South)



New Testament Church (East)



Residential (West)



Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Site Plan Pre-Application Date: [Click here to enter a date.](#) Planner: _____

Today's Date: [Click here to enter a date.](#)

Project Name: William Carey University (Apartments & Bookstore)

Proposed Use(s): Apartments & Bookstore

Project Street Address: 312 Tuscan Avenue

PPIN Number(s) (If unknown, can be found on tax receipt): 013655

Parcel Number(s): 40-88-18-12 Ward 5

Flood Zone(s): X-non flood Historic District(s): N/A

Zoning District(s): R-1C Proposed Cost of the Project: \$

Project Representative Information

Project Representative and Title: ☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☒ Contractor

Architect ☐ Engineer ☐ Other (Specify): _____

Name: Charles E. Foxland Company Name: Landry & Lewis Architects

Phone: 601-271-7711 Fax: _____ Email: Charles@landryandlewis.com

Mailing Address: 3211 Old Highway 11
Hattiesburg, MS 39402

Name: Robert P. Blivens

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

Phone: _____ Fax: _____ Email: _____

Mailing Address: William Carey University

Name: _____

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

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

RECEIVED
MAY 25 2012
(Signature)

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Department of Urban Development
(601) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
- ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
- ☐ Restaurant ☐ Telecommunications ☒ Other WCU University

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning: R-1C

Proposed Zoning: R-2

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE APPLICANT OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the APPLICANT(s) of the subject property located at

512 Tuscan Avenue, Hattiesburg MS
Street Address City State

on this the 23 day of May, 2012

Charles Bourland,
Applicant

Landry and Lewis Architects
Applicant

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Charles Bourland

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May,
2012.

Tammy Dossett
NOTARY PUBLIC

My Commission Expires:

7/25/14



THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

512 Tuscan Avenue, Hattiesburg Ms
Street Address City State

on this the 23 day of May, 2012

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Robert Blivens

on this the 23rd day of May, 2012.

[Signature]
Property Owner

Property Owner

STATE OF Mississippi

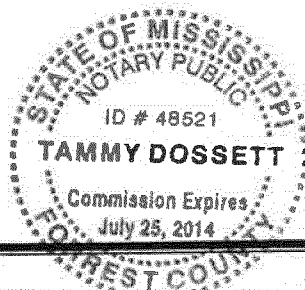
COUNTY OF Forrest

Personally came and appeared before me, the within named

Robert D. Blivens

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May, 2012.



My Commission Expires: 7/25/14

Tammy Dossett
NOTARY PUBLIC

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

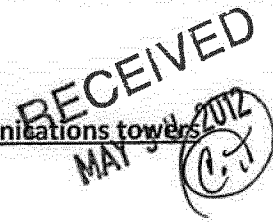
- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

WCU wishes to use the existing building for apartments and an art museum. The building was built in 1930 as a mixed use building housing apartments and a commercial area on the half of the first floor, but has been vacant since Hurricane Katrina. WCU wishes to occupy the building as apartments and an art museum in the first floor commercial area.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers



1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees? None

4. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? No If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

Students will be crossing Tuscan Avenue to get to the apartments and the art museum.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 14 vehicles, and
2 handicap vehicle(s); with 0 loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost

community pride.

- ☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

A long-standing historical precedent for a 'mixed use' occupancy (residential and commercial) exists for this property. The building was constructed ca. 1930, whereupon the establishment located in the ground level store area functioned as the "College Handy Shop Grocery", selling fruit, candy and other things students might need. In the 1940's and 1950's a post office sub-station was also located there. In the 1960's, the shop was called "Neighborhood Grocery & Market" and music lessons were taught by a former resident of an apartment located at the rear of the store. The second floor of the building functioned as a "rooming house" (inexpensive apartment rentals) from the time of the building's construction until 2005 (Hurricane Katrina), at which time the building suffered wind and water damage and the property was vacated by former residents.

Following Hurricane Katrina, William Carey University purchased the property made the necessary roof repairs to protect the building. The University is interested in improving the property for purposes of stabilizing and contributing to the vitality and quality of life of the neighborhood community while also maintaining the integrity of the neighborhood's identity and boosting community pride. The University proposes to achieve these goals by investing in the conservation and protection of the physical infrastructure of the property through restoration of the previously existing mixed use occupancy. The project proposes use of the ground floor of the building (and a raised portion of the adjacent first floor) for a variety of University functions within the proposed museum context. A separate section of the raised portion of the first floor will function as an apartment and the second floor of the building will continue to provide residential opportunities to University students and/or faculty.

The current R1-C zoning does not allow college or university uses, but by rezoning to R-2 with a special use permit as "College and University" use upon approval of the planning commission, WCU can occupy and use the existing building.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees? None

4. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? No If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

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2 handicap vehicle(s); with 0 loading spaces.

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☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost

community pride.

☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.

☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

WCU wishes to use the existing building that has been vacant since hurricane Katrina.

CN12-2222 Owner Info

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

125072
2007 AUG 23 AM 9:36

STATE OF MISSISSIPPI
COUNTY OF FORREST

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

WARRANTY DEED

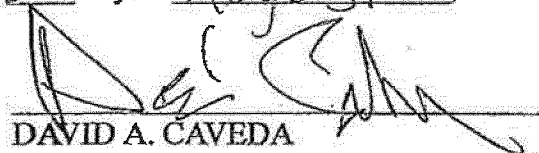
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DAVID A. CAVEDA** does hereby grant, bargain, sell, convey, and warrant unto **WILLIAM CAREY UNIVERSITY** the following described real property, situated and being in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to wit:

The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S ½) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence East along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

Taxes for 2007 shall be paid by the Grantee.

WITNESS MY SIGNATURE on this the 23 day of August, 2007.


DAVID A. CAVEDA

BOOK 1019 PAGE 0639

8-13

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, the within named DAVID A. CAVEDA, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and date therein mentioned.

Given under my hand and seal of office, on this the 23rd day of August, 2007.

Diann Q. Dearman
NOTARY PUBLIC

My Commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: February 1, 2011
BONDED TO THE NOTARY PUBLIC UNDERWRITERS

Grantee Address:

William Carey University
498 Tuscan Avenue Box 2
Hattiesburg, MS 39401
601-318-6492

Grantor Address:

David A. Caveda
101 West Hills Drive
Hattiesburg, MS 39402
601-914-5660

Indexing Instructions: South Half of Lot Twelve, Block 20 of Burkett's Subdivision,
South Half of Section 15, Township 4 North, Range 13 West

BOOK 1019 PAGE 0640

8-14



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

June 22, 2012

Charles Bourland
Landry and Lewis Architects
5211 Old Highway 11
Hattiesburg, MS 39402

RE: Rezoning and Use Permit application for certain property located at 512 Tuscan Avenue (Parcel 40-88-18-12, PPINs 013655, Ward 5) requesting to change the zoning classification from R1-C (Single-Family Residential) District to R-2 (Two-Family Residential) District and Use Permit for a University or College.

Dear Mr. Bourland:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you have any questions.

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner-Apprentice

Enclosure

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	Charles Bourland
Street, Apt. No., or PO Box No.	Landry and Lewis Architects
City, State, Zip	5211 Old Highway 11
	Hattiesburg, MS 39402
PS Form 3800, August 2009	

7011 2000 0000 6953 6297

Postmark Here 11

8-15

City of Hattiesburg PO Box 1898 Hattiesburg, MS 39402

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 512 Tuscan Avenue from R-1C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S 1/2) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence east along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and Appurtenances thereunto belonging. (Parcel no. 2-038G-15-209.00, PPIN 013655)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-1021

File ID: 2012-1021

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/01/2012

Brief Title: Hub City Lofts Downtown Development Project

Final Action: 08/07/2012

Minute Book Number:

Title:

Authorize the Mayor to execute all necessary documents for the second closing of the Hub City Lofts Downtown Development Project, HCL Leverage Lender, LLC, (formerly Hub City Lofts, LLC) related to the Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority approved at MB 2012-1/10

Notes:

Sponsors:

Enactment Date:

Attachments: Hub City Lofts Agreement, 09 Hub City Intercreditor Agreement (BS v2 07____12), Hub City - New CDBG Loan - Guaranty - Isis Development Group (BS 08_03_12) (2), Hub City - New CDBG Loan - Guaranty - Rob Tatum (BS 08_03_12) (2), Hub City - New CDBG Loan - Loan Agreement (BS 08_03_12) (2), Hub City - New CDBG Loan - Promissory Note (BS 08_03_12) (2), Hub City - NEW CDBG Loan - Security and Pledge Agreement (BS 08_03_12) (2), 1059_001, Amendment to memorandum

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor to execute all necessary documents for the second closing of the Hub City Lofts Downtown Development Project, HCL Leverage Lender, LLC, (formerly Hub City Lofts, LLC) related to the Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority approved at MB 2012-1/10.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1021

Title

Authorize the Mayor to execute all necessary documents for the second closing of the Hub City Lofts Downtown Development Project, HCL Leverage Lender, LLC, (formerly Hub City Lofts, LLC) related to the Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority approved at MB 2012-1/10

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HUB CITY LOFTS, LLC
16 Bellegrass Blvd.
Hattiesburg, Mississippi 39402

February 8, 2012

City of Hattiesburg, Mississippi
Attn: The Honorable Johnny L. Dupree
Post Office Drawer 1898
Hattiesburg, Mississippi 39403

LETTER AGREEMENT

Re: \$2,000,000 Loan of CDBG Grant Proceeds to Hub City Lofts, LLC (the "**City Loan**");
Agreement to Refinance and Restructure City Loan in Connection with Closing of Tax
Credit Financing

Dear Mr. Mayor:

As you know, the City of Hattiesburg, Mississippi, a body politic of the State of Mississippi, herein represented by its Mayor and duly authorized agent (the "**City**" and "**Lender**"), has applied for, been awarded and authorized to expend on behalf of Hub City Lofts, LLC, a Mississippi limited liability company (the "**Borrower**" or "**Company**"), a Community Development Block Grant Disaster Recovery Program grant in the amount of Two Million Dollars (\$2,000,000.00) (the "**Grant**") from the Mississippi Development Authority, Disaster Recovery Division ("**MDA**"), to provide for economic development assistance to the Borrower for the purchase and development of (i) that certain improved real property known as the Faulkner Building located at 501-509 Main Street, Hattiesburg, Mississippi (the "**Faulkner Building**"); (ii) that certain improved real property located at 110 East Front Street, Hattiesburg, Mississippi (the "**110 Building**"); (iii) that certain improved real property known as the Ross Building located at 201 East Front Street, Hattiesburg, Mississippi (the "**Ross Building**"); and (iv) that certain improved real property commonly referred to as the "triangle building", located adjacent to the Ross Building (the "**Triangle Building**"); and collectively with the Faulkner Building, 110 Building, and Ross Building, the "**Property**").

The proceeds of the Grant are being made available and loaned to the Borrower pursuant to that certain Loan Agreement, between the City and the Borrower (the "**Loan Agreement**") and that certain Promissory Note, in the principal amount of \$2,000,000.00 (the "**City Note**"), each dated on or about the date hereof. Additionally, the indebtedness evidenced by the City Note is being secured pursuant to that certain Deed of Trust (this "**City Deed of Trust**"), identifying Borrower as grantee, a third party trustee, and the City, as beneficiary, also dated on or about the date hereof.

The purpose of this Letter Agreement (this "**Agreement**") is to memorialize the agreement between the City and Borrower to refinance the City Loan in connection with the impending closing of the tax credit financing for the construction and historic rehabilitation of the Property (the "**Tax Credit Financing**"), and the restructuring of the City Loan and security required in connection therewith.

The City and the Borrower hereby acknowledge and agree that as set forth in the Grant application, at the closing of the Tax Credit Financing, the City Loan proceeds will be leveraged using the federal new markets tax credit ("**NMTC**") program to generate additional federal subsidy to fill gaps in the project budget to make the project achievable. The NMTC financing loan structure is unique and different from the conventional financing structure. The NMTC structure requires that the City Loan proceeds be lent (the "**Affiliate Loan**") to a Borrower affiliate ("**Affiliate**") and guaranteed by Borrower and the individuals listed on the Grant application. The Affiliate will then make a loan of the Affiliate Loan proceeds (the "**Junior Leverage Loan**") to a NMTC investment fund (the "**Fund**") into the NMTC financing structure. One or more senior loans will be made to the Fund (collectively, the "**Senior Leverage Loan**"). As set forth in the Grant application and award and related documents, the Senior Leverage Loan will have security in priority to the Junior Leverage Loan. The Junior Leverage Loan will be subordinate to the Senior Leverage Loan, Affiliate will take security rights in a second position behind the Senior Leverage Loan lender and Affiliate will assign such rights to the City.

Because we are not yet ready to close the Tax Credit Financing, we will need to have two (2) financial closings for the project. In the first closing, set to occur on or about February 9, 2012, the Borrower will execute the Loan Agreement, the City Note and the City Deed of Trust (collectively, the "**Original City Loan Documents**"), use the proceeds of the City Loan to acquire the Property using a conventional loan structure, secured by the City Deed of Trust, with the City Loan being made directly to the Borrower and not through the NMTC structure. The second closing will be the Tax Credit Financing, which will take place subsequently when the NMTC financings parties are ready, at which time the City and the Borrower agree to refinance the City Loan in order to leverage all or a portion of the \$2,000,000 proceeds through the NMTC loan structure, as contemplated in the Grant application.

First Closing – City Loan

The Grant has been executed and the Original City Loan Documents will be executed prior to or at the closing of the City Loan. Because the Tax Credit Financing is not yet ready to close, the City will initially take a first priority lien position over the Property using a conventional financing structure pursuant to the City Deed of Trust, as there will be no other indebtedness secured by the Property at such time. However, when the Borrower is ready to close the Tax Credit Financing, the City and the Borrower agree to refinance the City Loan in order to leverage the City Loan proceeds through the NMTC structure, as contemplated in the Grant application.

Second Closing – Tax Credit Financing and Refinancing of City Loan

On the day of the closing of the Tax Credit Financing, Borrower will take a one to two day short term loan (the "**Day Loan**") from a third party (expected to be Trustmark Bank) in an amount approximately equal to the amount of the City Loan in order to leverage the amount of

the City Loan proceeds through the NMTC structure in compliance with the federal NMTC financing requirements. The Day Loan proceeds will be used to make the Junior Leverage Loan to the Fund, the proceeds of which, together with the proceeds Senior Leverage Loan and the NMTC equity, will be used to make one or more qualified equity investments into Whitney New Markets CDE 15, LLC and one or more other community development entities (collectively, the "**CDEs**"), which will in turn, loan substantially all of the proceeds to the Borrower (the "**CDE Loans**") in the approximate amount of \$10,892,437.33 (as set forth in the Grant application) to complete the Tax Credit Financing. Borrower will then use the CDE Loan proceeds to refinance the City Loan (the "**Refinancing**").

The structure for the Refinancing will be as follows: The CDE Loan proceeds will be used by the Borrower, in part, to fully repay the City Loan. The City Deed of Trust will be cancelled and the Original City Loan Documents will be terminated. The City will immediately take the City Loan repayment proceeds and lend such funds to the Affiliate (the "**Refinancing Loan**"), the proceeds of which will be used repay the Day Loan, which is the source of the Junior Leverage Loan into the NMTC structure, as contemplated in the Grant application. In connection with the Refinancing, the City and the Affiliate will execute a new set of loan documents to memorialize the Refinancing and related loan restructure (the "**Refinancing Loan Documents**"). As set forth in the Grant application and award and related documents, the Senior Leverage Loan will be in priority to the Junior Leverage Loan. The Junior Leverage Loan will be subordinate to the Senior Leverage Loan. The CDE Loans in the approximate amount of \$10,892,437.33 will be secured by one or more Deeds of Trust on the Property. The Fund will take a UCC security interest in 100% of the membership interests of the CDEs. The Senior Leverage Lender will take a first priority UCC security interest in 100% of the membership interests of the Fund. The Junior Leverage Lender will take a second priority UCC security interest in the membership interests of the Fund, subordinate to the Senior Leverage Lender. The City will take a UCC security interest in 100% of the membership interests of the Junior Leverage Lender and an assignment of its subordinate rights. The City agrees to affect the Refinancing using the structure set forth above at the time when the Tax Credit Financing is ready to close, to terminate the Original City Loan Documents upon payment in full of the City Loan, to relend the proceeds as set forth above, and to execute and deliver all Refinancing Loan Documents in connection therewith.

Upon the Refinancing, we will have then accomplished the initial goals of using the City funds to (i) acquire the Property and (ii) leverage the City Loan proceeds to generate NMTC equity for the project. If we had been ready to close the Tax Credit Financing at the same time as the City Loan, we would be executing basically the Refinancing Loan Documents instead of the set of Original City Loan Documents that we have today, all as originally contemplated. However, because we are not ready, it is important to give the City a first priority position until we are ready to close the Tax Credit Financing. After the initial closing, the Borrower's attorneys, Butler Snow, will prepare the second set of loan documents, the Refinancing Loan Documents, and will be happy to review them with the City Attorney prior to the closing of the Tax Credit Financing.

We are happy to meet and discuss this in advance. Again, we are giving the City the first Deed of Trust position now only because the Tax Credit Financing is not ready to close. Borrower is relying upon this Agreement as an inducement to execute the Original City Loan Documents. This Agreement is also intended to document the original intent of the use of the City Loan proceeds to give the Tax Credit Financing parties, including, but not limited to, the Borrower, Trustmark Bank, the Senior Leverage Lender and the CDEs, the comfort that the City will execute the necessary Refinancing Loan Documents at the closing of the Tax Credit Financing, as set forth above, and may be relied up by such parties for the purposes set forth herein.

This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder.

If the forgoing terms are acceptable, please sign a copy of this letter below and deliver and executed copy of it to my attention. Please contact me if you have any questions or comments. With kind regards, I remain,

Very truly yours,

HUB CITY LOFTS, LLC

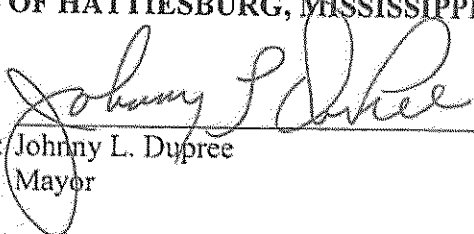
By: 

Name: Robert O. Tatum, Jr.

Its: Authorized Agent

AGREED TO AND ACCEPTED,
this 8th day of February, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Name: Johnny L. Dupree

Its: Mayor

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this “Agreement”) dated as of August __, 2012 (the “Effective Date”) is made by and among **TRUSTMARK NATIONAL BANK**, a national banking corporation, having an address at 248 East Capitol Street, Jackson, Mississippi 39201 (“Bank”), **THE CITY OF HATTIESBURG, MISSISSIPPI**, a body politic of the State of Mississippi (“City”), and **HCL LEVERAGE LENDER, LLC** a Mississippi limited liability company, having an address at 16 Bellegrass Blvd., Hattiesburg, MS 39402 (“Debtor”).

WHEREAS, Bank and Debtor have entered into that certain Loan Agreement dated as of the Effective Date, as the same may be amended, restated, supplemented or otherwise modified from time to time (the “Bank Loan Agreement”), pursuant to which on the Effective Date, Bank is making the following loans to Debtor: (i) one or more bridge loans in the aggregate principal amount of Three Million Eighty Six Thousand Nine Hundred Seventy Seven Dollars (\$3,086,977.00) (collectively, the “Bridge Loan”); (ii) a permanent loan in the aggregate principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), (the “Term Loan”); and (iii) a short term loan in the aggregate principal amount of Two Million Dollars (\$2,000,000.00), (the “Short Term Loan,” and together with the Bridge Loan and the Short Term Loan, the “Bank Loan”));

WHEREAS, the proceeds of the Bank Loan will be used to fund a loan to Hub City QEI, LLC (the “Leverage Fund”), in the aggregate principal amount of Seven Million Five Hundred Eleven Thousand Two Hundred Sixty Six Dollars (\$7,511,266.00) (the “Leverage Loan”) pursuant to that certain Loan Agreement dated as of the Effective Date by and between Debtor and Leverage Fund (the “Leverage Loan Agreement,” and together with all other documents evidencing, guaranteeing and/or securing the Leverage Loan, the “Leverage Loan Documents”);

WHEREAS, the obligations of Debtor under the Bank Loan Agreement and the other Bank Loan Documents (as defined herein) are secured by liens on and security interests in the Bank Loan Security (as defined herein);

WHEREAS, City and Debtor have entered into that certain Loan Agreement dated as of the Effective Date (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “City Loan Agreement”), pursuant to which City has agreed to make loan to Debtor in the principal amount of \$2,000,000.00 (the “City Loan”);

WHEREAS, the proceeds of the City Loan will be used to refinance a portion of the Leverage Loan;

WHEREAS, the obligations of Debtor under the City Loan Agreement and the other City Loan Documents (as defined herein) are secured by liens on and security interests in the City Loan Security (as defined herein);

WHEREAS, on the Effective Date, Bank is making a capital contribution in the amount of \$4,824,734.00 (the “Trustmark Investment”) to Leverage Fund in exchange for a 99.99%

membership interest in the Leverage Fund;

WHEREAS, on the Effective Date, the Leverage Fund will use the proceeds of the Leverage Loan and the Trustmark Investment to make an equity investment of \$6,000,000 in Whitney New Markets CDE 11, LLC, a Louisiana limited liability company (the “Whitney CDE”), and an equity investment of \$6,000,000 in CCG Sub-CDE 24, LLC, a Delaware limited liability company, (the “CCG CDE” and, together with Whitney CDE, the “CDE Lenders”) which is intended to qualify as a “qualified equity investment” (“QEI”) as such term is defined in Section 45D of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder;

WHEREAS, the CDE Lenders will use the QEIs to make certain loans (collectively, the “Project Loans”), to Hub City Lofts, LLC, a Mississippi limited liability company (“Project Developer”), as more particularly described in that certain Loan Agreement of even date herewith (the “Project Loan Agreement”; the documents evidencing, guaranteeing and/or securing the Project Loans are referred to herein, collectively, as the “Project Loan Documents”);

WHEREAS, the Project Developer will use the Project Loans to finance and refinance the acquisition, rehabilitating and redeveloping of two historic office buildings in downtown Hattiesburg, Mississippi into office space with a combined 55 residential rental units (the “Project”);

WHEREAS, Section 47 of the Code and the rules promulgated thereunder authorize a credit against federal income taxes in connection with the rehabilitation of certain historic structures, including the Project (the “Federal HTCs”);

WHEREAS, Project Developer and Hub City Master Tenant, LLC, a Mississippi limited liability company (“Master Tenant”), are parties to that certain Federal Historic Tax Credit Pass-Through Agreement dated as of the Effective Date (the “HTC Pass-Through Agreement”), pursuant to which Project Developer will elect under Section 50 of the Code to pass-through to the Master Tenant the Federal HTC's to which Project Developer would otherwise be entitled as a result of the rehabilitation of the Project;

WHEREAS, Bank is expected to receive 99.99% of the Federal HTC as Bank is the 99.99% owner of the Leverage Fund, the Leverage Fund is the 99.99% owner of the CCG CDE and the CCG CDE is the sole owner of the Master Tenant;

WHEREAS, pursuant to the Operating Agreement of the Leverage Fund dated as of the Effective Date, Bank is required to make a capital contribution to the Leverage Fund in exchange for the allocation of the Federal HTC's, provided the anticipated amount of Federal HTC's are certified (the “FHTC Capital Contribution”);

WHEREAS, pursuant to the Leverage Loan Agreement, Leverage Fund is required to use all or a portion of the FHTC Capital Contribution in an amount up to \$1,454,674.00 to make a principal payment on the Leverage Loan (the “FHTC Principal Payment”);

[**WHEREAS**, pursuant to the Bank Loan Pledge Agreement (as defined herein), Bank has received a security interest in the FHTC Principal Payment and shall be deposited by or on behalf of Debtor into the Leverage Loan Account (as defined herein), with such proceeds to be immediately applied to payment of the Bridge Loan;]

WHEREAS, pursuant to the Pledge Agreements (as defined herein) and subject to this Agreement, all remaining interest and principal payments received by or on behalf of Debtor pursuant to the Leverage Loan Agreement, including without limitation, any remaining portion of the FHTC Capital Contribution, shall be deposited by or on behalf of the Debtor into the Leverage Loan Account, and used to repay the principal amount of, and any due and unpaid interest on, the Bank Loan and the City Loan until all amounts outstanding under the Bank Loan and the City Loan have been paid in full;

WHEREAS, pursuant to § 27-7-22.31 Mississippi Annotated Code, and the rules promulgated thereunder (the “SHTC Program”), there is authorized a credit against Mississippi income taxes in connection with the rehabilitation of certain historic structures, including the Project (the “State HTCs”);

WHEREAS, pursuant to the SHTC Program, a taxpayer may elect to receive a refundable income tax credit in lieu of the State HTCs (the “SHTC Rebate Proceeds”);

WHEREAS, pursuant to the Project Developer Operating Agreement, 100% of the SHTC Rebate Proceeds is currently and shall remain allocated to the Debtor, and pursuant to the Bank Pledge Agreement, Bank shall receive a security interest in the SHTC Rebate Proceeds;

WHEREAS, the parties desire to enter into this Agreement with respect to the exercise of certain rights, remedies and options by the respective parties hereto under the Bank Loan Documents and the City Loan Documents (collectively, the “Documents”);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows. Any capitalized terms used herein without definition shall have the meanings ascribed to them in the Bank Loan Agreement:

1. Definitions.

(a) “Bank Loan Assignment of Leverage Loan Documents” shall mean, collectively, the Bridge Loan Assignment of Leverage Loan Documents by and between Debtor and Bank dated as of the Effective Date, the Term Loan Assignment of Leverage Loan Documents by and between Debtor and Bank dated as of the Effective Date, and the Short Term Loan Assignment of Leverage Loan Documents by and between Debtor and Bank dated as of the Effective Date.

(b) “Bank Loan Documents” shall mean the Bank Loan Agreement, the Bank Loan Note, the Bank Loan Guaranty, the Bank Loan Pledge Agreement, the Bank Loan Security Agreement, the Bank Loan Assignment of Leverage Loan Documents, the and all related

security documents and all other agreements, documents and instruments executed from time-to-time in connection therewith, as the same may be amended, restated, supplemented or otherwise modified from time-to-time.

(c) “Bank Loan Guaranty” shall mean, collectively, the Bridge Loan Guaranty, the Term Loan Guaranty and the Short Term Loan Guaranty.

(d) “Bank Loan Note” shall mean collectively, the Term Loan Note, the Bridge Loan Note and the Short Term Loan Note.

(e) “Bank Loan Obligations” shall mean any and all indebtedness, obligation, or liability of any kind owed to Bank, by Debtor under the Bank Loan Documents, whether direct or indirect, joint or several, liquidated or unliquidated in amount, absolute or contingent, or otherwise arising directly or indirectly as a result of any loan, overdraft, guaranty, pledge, representation, warranty, indemnification, or covenant now existing or hereafter arising.

(f) “Bank Loan Security” shall mean the real and personal property securing the Bank Loan Obligations and all of the tangible and intangible assets, property rights, and benefits pledged, assigned, or in which a security interest, lien, or beneficial interest is obtained from time to time pursuant to the terms and conditions of the Bank Loan Documents.

(g) “Bank Loan Pledge Agreement” shall mean, collectively, the Bridge Loan Pledge Agreement by and between Debtor and Bank dated as of the Effective Date, the Term Loan Pledge Agreement by and between Debtor and Bank dated as of the Effective Date and the Short Term Loan Pledge Agreement by and between Debtor and Bank dated as of the Effective Date.

(h) “Bank Loan Security Agreement” shall mean, collectively, the Bridge Loan Security Agreement by and between Debtor and Bank dated as of the Effective Date, the Term Loan Security Agreement by and between Debtor and Bank dated as of the Effective Date and the Short Term Loan Security Agreement by and between Debtor and Bank dated as of the Effective Date.

(i) “Bank Loan Term Period” shall mean the period prior to the time the Bank Loan Obligations are satisfied in full.

(j) “Bridge Loan Note” shall mean that certain Promissory Note of the Debtor in the amount of \$3,086,977.00, dated as of the Effective Date.

(k) “City Loan Documents” shall mean the City Loan Agreement, the City Guaranty, the City Loan Note, the City Pledge Agreement, all related security documents and all other agreements, documents and instruments executed from time-to-time in connection therewith, as the same may be amended, restated, supplemented or otherwise modified from time-to-time.

(l) “City Loan Guaranty” shall mean those certain Guaranty Agreements executed by each Guarantor and Isis Development Group, LLC, in favor of City, dated as of the Effective Date.

(m) “City Loan Note” shall mean that certain Promissory Note of the Debtor in the amount of \$2,500,000 dated as of the Effective Date.

(n) “City Loan Obligations” shall mean any and all indebtedness, obligation, or liability of any kind owed to City, by Debtor or any other party obligated under the City Loan Documents, whether direct or indirect, joint or several, liquidated or unliquidated in amount, absolute or contingent, or otherwise arising directly or indirectly as a result of any loan, overdraft, guaranty, pledge, representation, warranty, indemnification, or covenant now existing or hereafter arising.

(o) “City Loan Security” shall mean the Debtor’s real and personal property securing the City Loan Obligations and all of the Debtor’s tangible and intangible assets, property rights, and benefits pledged, assigned, or in which a security interest, lien, or beneficial interest is obtained from time to time pursuant to the terms and conditions of the City Loan Documents; *provided however*, the City Loan Security shall not include the FHTC Principal Payment, the SHTC Rebate Proceeds, or any proceeds thereof.

(p) “City Loan Security and Pledge Agreement” shall mean the Security and Pledge Agreement by and between Debtor and City dated as of the Effective Date.

(q) “City Loan Term Period” shall mean the period prior to the time the City Loan Obligations are satisfied in full.

(r) “Event of Default” shall mean any “Default” or “Event of Default” under the Bank Loan Documents or the City Loan Documents.

(s) “Guarantor” shall mean, collectively, Robert O. Tatum, Jr. and Anthony J. Iarocci, III.

(t) “Leverage Loan Account” shall mean a deposit account held in the name of the Debtor at Bank for the purpose of depositing payments received by the Debtor on the Leverage Loan.

(u) “Leverage Loan Note” shall mean that certain Promissory Note of the Leverage Fund in the amount of \$7,511,266.00, dated as of the Effective Date.

(v) “Leverage Loan Security” shall mean the Leverage Loan Note and all loan documents related to the Leverage Loan Note and rights thereunder, including the security instruments granting to Debtor a security interest in the Leverage Fund's membership interests in the CDE Lenders.

(w) “Lien” shall mean any grant, pledge, security interest, assignment,

encumbrance, judgment, financing statement, lien or charge of any kind, whether perfected or unperfected, avoidable or unavoidable, consensual or non-consensual including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

(x) “Obligations” shall mean the Bank Loan Obligations and the City Loan Obligations.

(y) “Pledge Agreements” shall mean, collectively, the Bank Loan Pledge Agreement and the City Loan Security and Pledge Agreement.

(z) “Security” shall mean the Bank Loan Security and the City Loan Security.

(aa) “Short Term Loan Note” shall mean that certain Promissory Note of the Debtor in the amount of \$2,000,000.00 dated as of the Effective Date.

(bb) “Term Loan Note” shall mean that certain Promissory Note of the Debtor in the amount of \$2,500,000.00 dated as of the Effective Date.

2. Priority of Liens and Interests. Each of the parties hereto agrees that, whether before, during or after the pendency of any bankruptcy, reorganization or other insolvency proceeding, regardless of any provision set forth in the Documents, or the order of Lien priority, filing or perfection, and notwithstanding the priorities that ordinarily would result under the Uniform Commercial Code and other applicable law from the order of granting or perfecting of any security interests referred to herein, the Lien and/or interest of each party hereto with respect to various of the Security shall be as follows:

(a) At all times during the Bank Loan Term Period:

(1) All interests of City in or to the Leverage Loan Security and all proceeds thereof shall be subordinated to Bank and Bank’s rights under the Bank Loan Documents generally, it being agreed that the Bank Loan Security is intended and agreed to be senior to all Liens, assignments and security interests of City in and to the Leverage Loan Security and all proceeds thereof. All Liens, assignments and security interests of City in or to the Leverage Loan Security and all proceeds thereof with respect to the City Loan are intended and agreed to have second priority, subordinate to the interests of Bank.

(2) City shall have no interest whatsoever in the FHTC Principal Payment or the SHTC Rebate Proceeds.

(b) In furtherance of the foregoing, and regardless of the relative priority in time of execution or recording of the various Documents, or the stated amounts evidenced and secured by the various Documents, the parties hereto agree that the Liens, assignments, security interests, and other interests pertaining to the Leverage Loan Security, in favor of each of the parties shall be as set forth in this Section 3. The relative priority agreements set forth above are not conditioned upon the perfection of the security interests described herein.

3. Payments Under Documents; Proceeds; Priority.

(a) Prior to an Event of Default and at any time when an Event of Default is not continuing, Debtor shall make payments due under the Bank Loan Documents and the City Loan Documents in accordance with the payment terms set forth in the Bank Loan Note and City Loan Note, as applicable.

(b) After an Event of Default, and during any time during which an Event of Default is continuing, payments due under the Bank Loan Documents and the City Loan Documents, paid from the proceeds of the Leverage Loan Security and Leverage Loan Account, as applicable, shall be applied in the following order of priority:

(1) Interest, principal and all other payments due under the Bank Loan Documents.

(2) Interest, principal and all other payments due under the City Loan Documents.

(c) The proceeds of any sale, disposition or other realization upon the Leverage Loan Security (or any portion thereof), whether resulting from the exercise of rights under a security agreement or otherwise, shall be distributed to the parties hereto in accordance with the priorities set forth in Section 3(b) above. In making the determinations and allocations required by the preceding sentence, the party distributing the proceeds may rely upon information supplied by the other parties in writing as to the amounts payable under the applicable Documents, which information shall be in writing and certified by the applicable party as true and correct. If any party fails to certify the amount of principal owed or other amounts owed under its respective Obligations, then that party shall not be entitled to distributions until it provides such information.

(d) Any amounts paid to any party to this Agreement or any of them pursuant to any Document from proceeds of the Leverage Loan Security, as repayment on such Document, and accepted by such party to this Agreement for its own account in violation of the terms of this Agreement, shall be held in trust for the benefit of, and subsequently delivered in accordance with the priorities set forth in this Agreement. To the extent any party hereto is required to restore or return any payments received by it from Debtor from proceeds of the Leverage Loan Security, such payments shall be deemed never to have been made to such party for all purposes of this Agreement and any amounts paid to any other party in reliance on such payments having been made to such prior party shall be paid over immediately by such party, and the terms hereof shall be reinstated automatically and binding upon all parties hereto.

4. **Modifications to Documents.** The priorities provided in Section 3 shall not be altered or otherwise affected by any amendment, modification, supplement, extension, renewal, restatement or refinancing of the Bank Loan or the City Loan, nor by any action or inaction which the parties hereto may take or fail to take with respect to their respective Security; provided, however, that each of the parties, as applicable, agrees that it shall not do any of the following without the prior express written consent of each other party, until the satisfaction in full of the Obligations owed to such other party, which consent shall not be unreasonably withheld, delayed or conditioned: (i) increase the principal balance of its loan (after the aggregate principal amount as of the date hereof is fully advanced) or Obligations owed to such party or re-advance funds under its loan or otherwise increase the Obligations owed to such party; (ii) shorten the current maturity dates of the note(s) evidencing its loan or the date on which any Obligations are due to such party; (iii) increase the applicable interest rates (other than imposing default rates of interest in accordance with the applicable Documents); (iv) modify the periodic payment amounts set forth in the Documents to which it is a party in a manner that is more burdensome; (v) increase or impose any fees due with respect to its loan or Obligations owed to it, except as expressly provided for in the Documents in the form provided to the other parties hereto on or before the date of this Agreement; or (vi) modify any Document such that the covenants, defaults or other provisions of such Document are more burdensome in any material respect.

5. **Exercise of Rights Under Documents.**

(a) **Enforcement Rights Unaffected.** Each party shall have all the rights and remedies available to it under the Documents to which it is a party upon the occurrence of a default thereunder. Each party agrees to deliver to the other parties a copy of any notice or other communication delivered to or received from any other party, under or with respect to any of the Documents.

(b) **Cooperation.** Each party hereto agrees that, in any proceeding (including any Insolvency Proceeding), it shall not object to or contest, or support any other contest or objection to, the validity, extent, perfection, priority or enforceability of any of the Documents or either of Bank or City's rights to their respective Security therefor in accordance with this Agreement. Each such party agrees further to deliver any Security in the possession of such party necessary in connection with any such proceeding for the purposes of enforcing the Documents or otherwise, so long as the party to such proceeding administers all funds or other property received in connection with such proceeding in accordance with the priorities as set forth in this Agreement. Notwithstanding any failure by either of Bank or City to perfect any security interests in the Security or any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of a any such party's rights to the Security, the priority and rights as between Bank and City with respect to the Security shall be as set forth herein. The term "Insolvency Proceeding" means any receivership, conservatorship, general meeting of creditors, insolvency or bankruptcy proceeding, assignment for the benefit of creditors, or any proceeding or action by or against Debtor for any relief under any bankruptcy or insolvency law or other laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, dissolution, liquidation, compositions or extensions, or the appointment of any receiver, intervener or conservator of, or trustee, or similar officer for,

Debtor or any substantial part of its properties or assets, including, without limitation, proceedings under the Bankruptcy Code. The term “Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. § 101 et seq.), as amended from time to time, and any replacement or successor act that has a substantially similar purpose, or under other federal, state or local statute, laws, rules and regulations, all whether now or hereafter in effect.

(c) Applicability. This Agreement shall be applicable both before and after the filing of any petition by or against Debtor under the Bankruptcy Code or any other Insolvency Proceeding and all converted or succeeding cases in respect thereof, and all references herein to Debtor shall be deemed to apply to the trustee for Debtor as a debtor-in-possession. The relative rights of Bank and City in respect of any Security or proceeds thereof shall continue after the filing of such petition on the same basis as prior to the date of such filing, subject to any court order approving the financing of, or use of cash collateral by, the Debtor. This Agreement shall constitute a “subordination agreement” for the purposes of Section 510(a) of the Bankruptcy Code and shall be enforceable in any Insolvency Proceeding in accordance with its terms.

(d) Agreements of Debtor. Debtor agrees not to initiate or prosecute or join with any other party to initiate or prosecute any claim, action or other proceeding (or vote any claims it may have in any such proceeding):

(1) challenging the enforceability of Bank and/or City's claims with respect to all or part of the Obligations as fully secured claims or for allowance of any of the Obligations (including those consisting of post-petition interest, fees or expenses), or opposing any action by either of Bank or City to enforce its rights or remedies arising under any of the Documents in any manner, in all cases subject to the terms and conditions of this Agreement;

(2) challenging the enforceability, validity, perfected status, or, subject to the terms and conditions of this Agreement, priority of any Liens on assets securing the Obligations under the applicable Documents;

(3) asserting any claims that Debtor may hold with respect to any of Bank or City; or

(4) proposing a reorganization plan in violation of or inconsistent with the provisions of this Agreement below.

(e) Invalidated Payments. To the extent that either of Bank or City receives payments on the Obligations owed to it, or proceeds of any Security for application to such Obligations, which are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any provision of the Bankruptcy Code, any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, common law, equitable cause or otherwise (and whether as a result of any demand, settlement, litigation or otherwise) (each a “Lien Avoidance”), then to the extent of such payment or proceeds

received, such Obligations, or part thereof, intended to be satisfied by such payment or proceeds shall be revived and continue in full force and effect as if such payments or proceeds had not been received by such party, and this Agreement, if theretofore terminated, shall be reinstated in full force and effect as of the date of such Lien Avoidance, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the payment and lien priorities and the relative rights and obligations of each party provided for herein with respect to any event occurring on or after the date of such Lien Avoidance. Each of Bank and City agrees that no Lien Avoidance shall be allowed to alter the relative priorities set forth in this Agreement, it being understood and agreed that the benefit of any such Lien Avoidance shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

(f) **Payments.** In the event of any Insolvency Proceeding with respect to Debtor, all proceeds of the Security (including any payment or distribution that would otherwise, but for the terms hereof, be payable or deliverable in respect of any Obligations subordinated hereunder) shall be paid or delivered in accordance with the priorities set forth in this Agreement.

(g) **Reorganization Plan.** Notwithstanding anything herein to the contrary, in the case of any Insolvency Proceedings with respect to Debtor, until all Obligations are fully and indefeasibly paid, each of Bank and City agrees that it shall not propose a reorganization plan with respect to Debtor that would impair any rights, remedies or respective priorities of the parties as set forth herein unless both Bank and City consent to such treatment of their claims under Section 1126 of the Bankruptcy Code.

6. Limitation of Duties. A party shall not be liable for any action taken or omitted to be taken hereunder or otherwise in connection with this Agreement except for its own gross negligence or willful misconduct. Without limiting the generality of the preceding sentence, no party shall have any duties or responsibilities to any other party except those expressly set forth in this Agreement, and no party shall be required to initiate any litigation, foreclosure or collection proceedings hereunder or under any Document.

7. Reserved.

8. Further Assurances. The parties hereto each will, at the expense of the requesting party at any time and from time to time, promptly execute and deliver all reasonable further instruments and documents and take reasonable further actions, that may be necessary or that a party may reasonably request, in order to protect any right or interest granted or purported to be granted hereby or to enable such party to exercise and enforce its rights and remedies hereunder or under any of the Documents.

9. Obligations hereunder not Affected. All rights and interests of the parties hereto or hereunder, and all agreements and obligations of the parties under this Agreement shall remain in full force and effect irrespective of:

(a) any provisions of any of the Documents that are inconsistent with this Agreement (and this Agreement shall supersede any such inconsistent provisions);

- (b) any lack of validity or enforceability of any of the Documents;
- (c) any change in the time, manner or place of payment of all or any of the Obligations, or any waiver of or any consent to departure from any agreement or instrument relating to or evidencing the Obligations, including but not limited to the Documents;
- (d) any exchange, release of any Security for all or any of the Obligations, other than a release of Security by a party as a result of the satisfaction in full of any Obligations; or
- (e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor.

10. Reserved.

11. Waiver. Each of the parties hereto hereby waives promptness, diligence, notice of acceptance with respect to any of the Obligations and this Agreement and any requirement that a party insure any security interest or lien or any Security subject thereto or exhaust any right or take any action against Debtor, or any other person or entity or any Security.

12. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by any of the parties hereto shall in any event be effective unless the same shall be in writing and signed by the parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. Notices. Unless otherwise specifically provided herein, any notice delivered under this Agreement shall be in writing addressed to the respective party as set forth below and may be personally served or sent by overnight courier service or certified or registered United States mail and shall be deemed to have been given (a) if delivered in person, when delivered; (b) if delivered by overnight courier, one business day after delivery to such courier properly addressed; or (c) if by United States mail, three business days after deposit in the United States mail, postage prepaid and properly addressed. Notices shall be addressed as follows:

To Debtor: HCL Leverage Lender, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

With a copy to: Butler, Snow, O'Mara, Stevens & Cannada, PLLC
201 St. Charles Avenue
Suite 3300
New Orleans, Louisiana 70170
Attention: Kimberly E. Smith

To Bank: Trustmark National Bank
248 East Capital Street

Jackson, Mississippi 39201
Attention: Mitch Bleske

With a copy to: Squire Sanders (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215
Attention: Tom Kibbey

To City: City of Hattiesburg
Attn: Johnny L. Dupree, Mayor
Post Office Drawer 1898
Hattiesburg, Mississippi 39403

With a copy to: Charles E. Lawrence, Jr.
Post Office Drawer 1898
Hattiesburg, Mississippi 39403

or in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section.

14. No Waiver; Remedies. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties, and their respective successors and assigns.

16. Integration. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties made by one to the other relative to the subject matter hereof, not expressly set forth or referred to herein.

17. Specific Performance. The parties acknowledge and agree that the remedies available at law for redress of any breach or default under this Agreement may not be adequate, and as such either party may demand and shall be entitled to specific performance of this Agreement.

18. Conflict. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Documents, the provision of this Agreement shall control and govern.

19. Severability. In the event that any provision of this Agreement is deemed to

be invalid, illegal or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement.

20. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Mississippi, without regard to conflicts of law principles.

21. Consent to Jurisdiction. Each of the parties hereto hereby consents to the jurisdiction of the Courts of the State of Mississippi located in Forrest County, and of any Federal Court located in the Southern District of Mississippi, and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement may be litigated in such courts. Each of the parties hereto expressly submits and consents to the nonexclusive jurisdiction of the aforesaid courts and waives any defense of forum non-conveniens. Each of the parties hereto hereby waives personal service of any and all process and agrees that all such service of process may be made upon it by certified or registered mail, return receipt requested addressed to each of the parties hereto at their respective addresses set forth in this Agreement and service so made shall be complete 10 days after the same has been posted.

22. Captions. The captions or headings in this Agreement are for convenience only and are not to affect the interpretation or construction of this Agreement.

23. Counterparts. This Agreement may be executed by the parties hereto on any number of separate counterparts, including by facsimile or electronic transmission (unless a party hereto shall desire to record this Agreement, in which case each of the undersigned shall deliver an original signature in recordable form), each of which shall be considered an original and all of which together shall comprise one and the same instrument.

24. Third Party Beneficiaries. No person or entity not expressly made a party hereto shall have any right, benefit, priority or interest hereunder, as a third party beneficiary or otherwise.

25. Attorneys' Fees. The prevailing party in any litigation to enforce or interpret this Agreement shall be entitled to collect from the non-prevailing party or parties the reasonable attorneys' fees and costs incurred by the prevailing party in connection therewith.

**COUNTERPART SIGNATURE PAGE TO UPPER TIER
INTERCREDITOR AGREEMENT**

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first hereinabove written.

DEBTOR

HCL LEVERAGE LENDER, LLC,
a Mississippi limited liability company

By: HCL Manager, LLC
Its: Managing Member

By: _____
Name: Anthony J. Iarocci III
Its: Authorized Agent

**COUNTERPART SIGNATURE PAGE TO UPPER TIER
INTERCREDITOR AGREEMENT**

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first hereinabove written.

Bank:

TRUSTMARK NATIONAL BANK,
a national banking corporation

By: _____

Name: Mitchell J. Bleske

Title: Executive Vice President and Bank Treasurer

**COUNTERPART SIGNATURE PAGE TO UPPER TIER
INTERCREDITOR AGREEMENT**

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first hereinabove written.

CITY OF HATTIESBURG, MISSISSIPPI:

By: _____
Name: Johnny L. Dupree
Title: Mayor

ATTEST:

ButlerSnow 9901786v2

GUARANTY AGREEMENT

FOR VALUE RECEIVED, and in order to induce the City of Hattiesburg, Mississippi, a body politic of the State of Mississippi, whose address is P. O. Box 1898, Hattiesburg, Mississippi 39403 ("Lender"), to enter into, execute and deliver that certain Loan Agreement, dated August __, 2012 (the "Loan Agreement"), between Lender and HCL Leverage Lender, LLC, a Mississippi limited liability company whose address is 16 Bellegrass Boulevard, Hattiesburg, Mississippi 39402 ("Borrower"), Isis Development Group, LLC ("Guarantor") hereby enters into this Guaranty Agreement (this "Agreement") and hereby absolutely and unconditionally guarantees to Lender, its successors and assigns, the due and prompt performance and observance of all of the obligations under the Loan Agreement to be performed and observed by Borrower, including without limitation the payment of principal and interest due the Lender under that certain \$2,000,000 Promissory Note made by Borrower. Guarantor agrees that no act or thing, except for payment and performance in full by Borrower or Guarantor or written release of this Agreement by Lender, which but for this provision might or could in law or equity act as a release of the liability of Guarantor hereunder, shall in any way affect or impair the absolute and unconditional obligation of Guarantor. If the Note is renewed or its term extended, for any period beyond the original maturity date specified in the Note or if the Loan Agreement is modified in any way, the obligations of Guarantor hereunder shall extend and apply with respect to the full performance and observance of all of the covenants, terms, and conditions of the Loan Agreement, as existing, extended, renewed or modified and of any such amendment thereof.

Guarantor hereby waives all notices and protests, as well as all defenses and offsets which could or may in any way be asserted against Lender, either on the part of Borrower or by Guarantor itself. This Agreement shall inure to the benefit of the successors and assigns of Lender, including any subsequent holder of Lender's interest in the Note. Additionally, Guarantor agrees to reimburse Lender for any and all costs or expenses, including legal fees, incurred by Lender in enforcing the terms and conditions of the Note or this Agreement. Guarantor expressly agrees that the liability and obligations under this Agreement shall not in any way be affected by the institution by or against Borrower of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for relief of debtors and that upon the institution of any of the above actions, at Lender's sole discretion and without any notice thereof or demand therefor, the entire unpaid principal, interest and other payments due under the Note shall become immediately due and payable and enforceable against Guarantor.

This Agreement shall be governed pursuant to the laws of the State of Mississippi. The undersigned consents to be sued in the jurisdiction and venue of any Court in the State of

Mississippi, such jurisdiction and venue to be determined at the sole option and election of Lender.

IN WITNESS HEREOF, the undersigned has caused this Agreement to be executed as of the date first set forth above.

ISIS DEVELOPMENT GROUP, LLC

By: Tatum Capital, LLC
Its: Member

By: _____
Name: Robert O. Tatum, Jr.
Its: Managing Member

ButlerSnow 9883615v1

GUARANTY AGREEMENT

FOR VALUE RECEIVED, and in order to induce the City of Hattiesburg, Mississippi, a body politic of the State of Mississippi, whose address is P. O. Box 1898, Hattiesburg, Mississippi 39403 ("Lender"), to enter into, execute and deliver that certain Loan Agreement, dated August __, 2012 (the "Loan Agreement"), between Lender and HCL Leverage Lender, LLC, a Mississippi limited liability company whose address is 16 Bellegrass Boulevard, Hattiesburg, Mississippi 39402 ("Borrower"), Robert O. Tatum, Jr. ("Guarantor") hereby enters into this Guaranty Agreement (this "Agreement") and hereby absolutely and unconditionally guarantees to Lender, its successors and assigns, the due and prompt performance and observance of all of the obligations under the Loan Agreement to be performed and observed by Borrower, including without limitation the payment of principal and interest due the Lender under that certain \$2,000,000 Promissory Note made by Borrower. Guarantor agrees that no act or thing, except for payment and performance in full by Borrower or Guarantor or written release of this Agreement by Lender, which but for this provision might or could in law or equity act as a release of the liability of Guarantor hereunder, shall in any way affect or impair the absolute and unconditional obligation of Guarantor. If the Note is renewed or its term extended, for any period beyond the original maturity date specified in the Note or if the Loan Agreement is modified in any way, the obligations of Guarantor hereunder shall extend and apply with respect to the full performance and observance of all of the covenants, terms, and conditions of the Loan Agreement, as existing, extended, renewed or modified and of any such amendment thereof.

Guarantor hereby waives all notices and protests, as well as all defenses and offsets which could or may in any way be asserted against Lender, either on the part of Borrower or by Guarantor itself. This Agreement shall inure to the benefit of the successors and assigns of Lender, including any subsequent holder of Lender's interest in the Note. Additionally, Guarantor agrees to reimburse Lender for any and all costs or expenses, including legal fees, incurred by Lender in enforcing the terms and conditions of the Note or this Agreement. Guarantor expressly agrees that the liability and obligations under this Agreement shall not in any way be affected by the institution by or against Borrower of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for relief of debtors and that upon the institution of any of the above actions, at Lender's sole discretion and without any notice thereof or demand therefor, the entire unpaid principal, interest and other payments due under the Note shall become immediately due and payable and enforceable against Guarantor.

This Agreement shall be governed pursuant to the laws of the State of Mississippi. The undersigned consents to be sued in the jurisdiction and venue of any Court in the State of

Mississippi, such jurisdiction and venue to be determined at the sole option and election of Lender.

IN WITNESS HEREOF, the undersigned has caused this Agreement to be executed as of the date first set for above.

Robert O. Tatum, Jr.

[Signature Page – New CDBG Loan – Guaranty- Robert O. Tatum, Jr.]

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the ____ day of August, 2012, by and between HCL LEVERAGE LENDER, LLC, a Mississippi limited liability company (the “Borrower” or “Company”), and CITY OF HATTIESBURG, MISSISSIPPI, a body politic of the State of Mississippi (the “Lender” or “Subgrantee”).

RECITALS:

WHEREAS, Subgrantee applied for and was awarded and authorized to expend on behalf of Hub City Lofts, LLC, a Mississippi limited liability company (the “Original Borrower”), a Community Development Block Grant Disaster Recovery Program grant in the amount of Two Million Dollars (\$2,000,000.00) (the “Grant”) from the Mississippi Development Authority, Disaster Recovery Division (“MDA”), to provide for economic development assistance to the Original Borrower for the purchase and development of (i) that certain improved real property known as the Faulkner Building located at 501-509 Main Street, Hattiesburg, Mississippi (the “Faulkner Building”); (ii) that certain improved real property located at 110 East Front Street, Hattiesburg, Mississippi (the “110 Building”); (iii) that certain improved real property known as the Ross Building located at 201 East Front Street, Hattiesburg, Mississippi (the “Ross Building”); and (iv) that certain improved real property commonly referred to as the “Triangle Building,” located adjacent to the Ross Building (the Triangle Building; collectively with the Faulkner Building, 110 Building, and Ross Building, the “Premises”).

WHEREAS, on February 9, 2012, Lender loaned the Grant to the Original Borrower for the purpose of purchasing and acquiring the Premises (the “Original Loan”).

WHEREAS, the Original Loan was secured by that certain Deed of Trust by the Original Borrower in favor of Lender (the “Deed”), recorded in the office of the Chancery Clerk of Forrest County, Mississippi, which Deed granted Lender a first priority mortgage on the Premises.

WHEREAS, the Original Borrower has secured New Markets Tax Credit financing for the redevelopment of the Premises.

WHEREAS, in accordance with the Original Borrower’s application for the Grant and to assist with the financing of the Project, the Original Borrower desires to leverage the Grant with New Markets Tax Credits.

WHEREAS, to accomplish the above, on the date hereof, Borrower will borrow a short term loan from Trustmark National Bank, a national banking corporation (“Trustmark”), in the amount of \$2,000,000.00 (the “Day Loan”).

WHEREAS, Borrower will utilize the proceeds of the Day Loan, along with other loans from Trustmark, to make a loan (the “Leverage Loan”) to Hub City QEI, LLC, a Delaware limited liability company (“Leverage Fund”).

WHEREAS, Leverage Fund will utilize the proceeds of the Leverage Loan, along with the proceeds of an equity investment by Trustmark, to make qualified equity investments

("QEIs") in Whitney New Markets CDE 11, LLC, a Louisiana limited liability company ("Whitney"), and CCG Sub-CDE 24, LLC, a Delaware limited liability company ("CCG" and together with Whitney, the "CDE Lenders").

WHEREAS, the CDE Lenders will utilize a portion of the proceeds to make loans to the Original Borrower (the "QLICI Loans").

WHEREAS, the Original Borrower will utilize a portion of the QLICI Loans to pay off the Original Loan, which payment shall result in the cancellation of the Deed.

WHEREAS, pursuant to this Agreement, the Lender will reloan the Grant to Borrower (the "Second Loan"), with such loan proceeds to be applied to the repayment of the Day Loan.

WHEREAS, pursuant to that certain Security and Pledge Agreement by and between Borrower and Lender (the "Security Agreement"), dated as of the date hereof, the Second Loan will be secured by the assignment and pledge of the Borrower's interest in the Pledged Collateral, as defined in the Security Agreement.

WHEREAS, pursuant to that certain Intercreditor Agreement by and among Borrower, Trustmark, and Lender (the "Intercreditor Agreement"), dated as of the date hereof, the interests of Lender in the Pledged Collateral will be subordinate and occupy by a junior position to that of Trustmark.

WHEREAS, the parties agree that incorporated herein by reference is that certain Grant Agreement between the MDA and the Subgrantee effective as of December 1, 2012, and such parties covenant and agree that they, and each of them, are bound by the terms and conditions thereof.

WHEREAS, the proceeds of the Grant made available and loaned to the Borrower shall be made upon the terms and conditions set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I Definitions

Section 1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Loan Agreement, as amended, supplemented or otherwise modified from time to time.

"Borrower" shall have the meaning given such term in the first paragraph of this Agreement.

“Business Day” means any day on which commercial banks are not authorized or required to close in Hattiesburg, Mississippi.

“Closing Date” means August ____, 2012.

“Company” shall have the meaning given such term in the first paragraph of this Agreement.

“Collateral” shall have the meaning given such term in Section 4.01.

“Default” means any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.

“Dollars” and “\$” mean lawful money of the United States of America.

“Event of Default” shall have the meaning given such term in Section 10.1.

“Grant” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Guarantor” means each of Robert O. Tatum, Jr., Anthony J. Iarocci, III, and ISIS Development Group, LLC.

“Guarantors” means, collectively, Robert O. Tatum, Jr., Anthony J. Iarocci, III and ISIS Development Group, LLC.

“Guaranties” means, collectively, the Guaranty Agreements of the Guarantors in favor of the Lender, as the same may be amended, supplemented or otherwise modified from time to time.

“Lender” shall have the meaning given such term in the first paragraph of this Agreement.

“Lien” means any lien, judgment, mortgage, deed of trust, security interest, tax lien, financing statement, pledge, charge, hypothecation, assignment, preference, priority or other encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or title retention agreement), whether arising by contract, operation of law or otherwise.

“Loan” shall mean the loan from Lender to Borrower in the principal amount of Two Million Dollars (\$2,000,000.00) made in accordance with this Agreement.

“Loan Documents” means, collectively, this Agreement, the Note, the Guaranties, the Security Agreement, and all other promissory notes, security agreements, deeds of trust, mortgages, assignments, guaranties and other instruments, documents and agreements executed and delivered pursuant to or in connection with this Agreement, as such instruments, documents and agreements may be amended, renewed, extended, supplemented or otherwise modified from time to time.

“Loan Facility” means that certain term loan from Lender to Borrower in the principal amount of Two Million Dollars (\$2,000,000.00).

“Interest Rate” means an interest rate per annum equal to two percent (2%).

“Maturity Date” means February 9, 2033.

“MDA” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Monthly Payment Date” means the tenth (10th) Business Day of each calendar month.

“Note” means the promissory note of the Borrower, in substantially the form of Exhibit A attached hereto, and all extensions, renewals, replacements and other modifications thereof.

“Obligated Party” means any other Person who is or becomes party to any agreement that guarantees or secures payment and performance of the Obligations or any part thereof.

“Obligations” means all obligations, indebtedness and liabilities of the Borrower to the Lender, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, including, without limitation, the obligations, indebtedness and liabilities of the Borrower under this Agreement and the other Loan Documents, and all interest accruing thereon and all attorneys' fees and other expenses incurred in the enforcement or collection thereof.

“Person” means any individual, corporation, business, trust, association, company, partnership, joint venture, governmental authority or other entity.

“Premises” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Project” shall mean the purchase and development of the Premises by the Borrower with the proceeds of the Loan.

“Subgrantee” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Subsidiary” means any corporation at least a majority of whose securities having ordinary voting power for the election of directors (other than securities for such power only by reason of a happening of a contingency) are at the time owned, directly or indirectly, by the Borrower.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Mississippi; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the creation, attachment, perfection, priority or enforcement of the Lender's security interest in any collateral granted under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Mississippi, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction

for purposes of the provisions relating to such creation, attachment, perfection, priority or enforcement and for purposes of definitions related to such provisions.

Section 1.2 Other Definitional Provisions. All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words “hereof,” “herein” and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all Article and Section references pertain to this Agreement. All accounting terms not specifically defined herein shall be construed in accordance with GAAP, consistently applied. Terms used herein that are defined in the UCC, unless otherwise defined herein, shall have the meanings specified in the UCC.

ARTICLE II

Loans

Section 2.1 Loan Facility. Subject to the terms and conditions of this Agreement, the Lender has on the date hereof made to the Borrower a Two Million and No/100 Dollars (\$2,000,000.00) term loan. The Obligation of the Borrower to repay the Loan shall be evidenced by, and paid in accordance with, the terms hereof and the Note. Subject to Section 2.5, the unpaid principal amount of the Loan shall bear interest from day to day prior to the Maturity Date at the Interest Rate. Principal and interest payments under the Note shall be payable in equal monthly installments of Ten Thousand One Hundred Seventeen and 67/100 Dollars (\$10,117.67), with such monthly payments commencing on the February 1, 2013 and continuing on each succeeding Monthly Payment Date until the Maturity Date (such amortization schedule attached as Exhibit B). All remaining outstanding principal balance and interest shall become due on the Maturity Date.

Section 2.2 The Note. The Obligation of the Borrower to repay the Loan and interest thereon shall be evidenced by, and payable in accordance with the terms of, the Note executed by the Borrower, dated the date hereof, and in the principal amount of the Loan Facility.

Section 2.3 Interest. Subject to Section 2.5, the unpaid principal amount of the Loan shall bear interest from day to day prior to its maturity date at the Interest Rate. All interest charged hereunder shall be payable in arrears and due on each Monthly Payment Date and on the maturity date thereof. Interest on the Loan shall be calculated on the basis of actual days elapsed and a 360-day year.

Section 2.4 Principal, Etc. The Borrower shall pay to the Lender the outstanding principal balance of the Loan, together with all accrued and unpaid interest and all other sums due and payable hereunder or under any of the other Loan Documents, on the Maturity Date.

Section 2.5 Late Payment Charge. The Borrower shall pay to the Lender, with respect to any payment of principal, interest or other amounts due hereunder or under the Note or the other Loan Documents which remains unpaid for more than fifteen (15) days after the same becomes due and payable, a “late fee” equal to the greater of four percent (4%) of the amount of such overdue payment or Five and No/100 Dollars (\$5.00).

ARTICLE III

Fees and Payments

Section 3.1 Application of Payments. Unless and until an Event of Default shall have occurred and be continuing (in which event such payments shall be applied by the Lender as the Lender in the Lender's sole discretion shall determine), all payments received in respect of the Loan, this Agreement and the other Loan Documents shall be applied (a) first to the payment of all amounts (except principal and interest) at the time due and unpaid hereunder or under any of the other Loan Documents, (b) then to interest hereon or thereon accrued to the date of payment, and (c) then to the unpaid principal of the Loan as designated by Borrower.

Section 3.2 Voluntary Prepayment. The Borrower may repay the Loan in whole or in part, at any time without premium or penalty.

Section 3.3 Payments on Non-Business Days. If any payment under the note described herein, this Agreement or any of the other Loan Documents becomes due and payable on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and such extension of time in each case shall be included in the computation of interest.

ARTICLE IV

Security

Section 4.1 Collateral. To secure full and complete payment and performance of the Obligations, the Borrower shall execute and deliver, or cause to be executed and delivered, the documents described below covering the collateral described in this Section 4.1 (which, together with any other property and collateral which may now or hereafter secure the Obligations or any part thereof, is sometimes herein called the "Collateral"):

- (a) The Security Agreement.
- (b) The Borrower shall execute and cause to be executed such further documents and instruments, including, without limitation, UCC financing statements, as the Lender, in its sole discretion, deems necessary or desirable to evidence and perfect the Lender's liens and security interests in the Collateral.

ARTICLE V

Conditions Precedent

Section 5.1 Conditions Precedent. The obligation of the Lender to make the Loan is subject to the satisfaction of all of the following conditions precedent:

- (a) Loan Documents. The Borrower shall have executed and delivered the Loan Documents to the Lender.
- (b) Covenants and Agreements. The Borrower shall have performed or observed all agreements, covenants and conditions required to be performed or observed by the Borrower on or prior to the Closing Date.

(c) Resolutions. The Lender shall deliver adopted resolutions to MDA which stipulate the following:

(i) The Subgrantee, shall, upon receipt of the monthly loan payment, repay to the MDA all loan payments generated as a result of the Loan to the Company.

(ii) The Subgrantee understands that should the Company default upon the loan or materially enter a period of nonperformance, the Subgrantee will promptly notify the MDA.

(iii) The Subgrantee, as the lien holder, subject to the Intercreditor Agreement, agrees to pursue all legal remedies to cure nonperformance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal guarantees. Further, the Subgrantee agrees to document efforts to pursue such remedies and understands that the MDA reserves the right to assess such efforts and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing nonperformance or default.

(iv) The Subgrantee retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of Grant funds.

(v) The Subgrantee shall be responsible for the audit of this Project and any costs associated with it.

(d) Additional Information. The Lender shall have received such additional documents, instruments and information as the Lender or its legal counsel may request.

ARTICLE VI

Intentionally Deleted

ARTICLE VII

Positive Covenants

The Borrower, and Lender with respect to Section 7.5 below, covenant and agree that, as long as the Obligations or any part thereof are outstanding or the Lender has any commitment hereunder, the Borrower (and Lender with respect to Section 7.5 below) will perform and observe, or cause to be performed or observed, the following positive covenants:

Section 7.1 Payment. The Borrower shall duly and punctually pay or cause to be paid all sums due hereunder.

Section 7.2 Reporting Requirements. The Borrower will furnish to the Lender all of the following:

(a) Quarterly Financial Statements. Within thirty (30) days after the end of each calendar quarter, a copy of an unaudited financial report of the Borrower as of the end of such quarter and for the portion of the fiscal year then ended, containing balance sheets and profit and

loss statements and which fairly and accurately present the financial condition and results of operations of the Borrower at the date and for the periods indicated therein.

(b) Quarterly Employee Figures. Within thirty (30) days after the end of each calendar quarter commencing with the first calendar quarter after the completion of the development of the Premises by the Borrower as contemplated on the date hereof and ending on the date the number of jobs the Borrower has agreed to provide is accomplished, the current number of employees and the number of employees who are from low- to moderate-income households.

Section 7.3 Insurance. The Borrower will maintain with a financially sound and reputable insurance company hazard insurance on the Collateral at least in such amounts and against such risks as are usually insured against by Persons engaged in similar businesses. Such insurance policy covering the Collateral shall name the Lender as loss payee, and each liability insurance policy and each insurance policy covering the Collateral shall provide that such policy will not be canceled without thirty (30) days prior written notice to the Lender. From time to time upon the request of the Lender, the Borrower will furnish or cause to be furnished to the Lender, evidence satisfactory to the Lender that (a) the insurance required by this Section is being maintained by the Borrower and (b) that such policy has been renewed or replaced and all premiums therefor have been paid.

Section 7.4 Life Insurance. The Borrower shall obtain Key-Person Life Insurance for \$2,000,000.00 and shall name the Lender as beneficiary. Each year, on the anniversary date of that policy, proof shall be provided by the Borrower to the Lender that the premium is paid for the upcoming year. The Loan cannot pay for any part of the life insurance premiums.

Section 7.5 Maintenance of Books and Records. The Company and Lender each agree to keep and maintain books, records and other documents directly relating to the receipt and disbursement of the Loan. Any duly authorized representative of MDA, the U. S. Department of Housing and Urban Development (“HUD”) and/or the Controller General of the United States (the “Controller”) shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the Company and Lender until the completion of all close-out procedures respecting this Loan and the final settlement and conclusion of all issues arising from this Loan.

Any duly authorized representative of the MDA, HUD, and/or the Controller shall, at all reasonable times, have access to any portion of the Project in which either Lender or Company is involved until the completion of all close-out procedures respecting this Loan. Records shall be retained three (3) years after payment of the Loan.

Section 7.6 Further Assurances. The Borrower will execute and deliver such further documentation as may be requested by the Lender to carry out the provisions and purposes of this Agreement and the other Loan Documents and to preserve and perfect the Lien of the Lender in the Collateral.

ARTICLE VIII

Negative Covenants

The Borrower covenants and agrees that, as long as the Obligations or any part thereof are outstanding or the Lender has any commitment hereunder, the Borrower will perform and observe, or cause to be performed or observed the following negative covenants:

Section 8.1 Disposition of Premises or Liquidation of the Borrower. The Borrower shall not sell the Premises or liquidate all or substantially all of its assets unless the Loan has been paid in full.

Section 8.2 Bankruptcy of the Borrower. The Borrower shall not file a petition in bankruptcy, shall become insolvent (howsoever such insolvency may be evidenced), shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for the appointment of any receiver, liquidator or trustee of or for it or any substantial part of its property or assets, shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or there shall be commenced against the Borrower or any Obligated Party any such proceeding which shall remain undismissed for a period of sixty (60) days or more unless the Loan has been paid in full.

Section 8.3 Member Debt. All loans made to the Borrower by its members shall be subordinate to the Loan. No distributions shall be made without prior written approval of both the Lender and the MDA if the Borrower is not current in its monthly principal and interest payments. However, it is expressly understood and agreed by and between all parties that in the event the Borrower is current in its monthly principal and interest payments, then this prior written approval for distributions shall not be required and this provision unenforceable.

ARTICLE IX

Intentionally Deleted

ARTICLE X

Default

Section 10.1 Events of Default. Each of the following shall be deemed an “Event of Default”:

- (a) The failure of the Borrower to pay:
 - (i) Any installment of payment and/or interest when due under the Note, unless such failure to pay interest is cured within ten (10) days;
 - (ii) The entire outstanding principal of the Note, together with interest thereon, when due, whether at original maturity, upon acceleration or otherwise; or
 - (iii) Any other amount payable under any of the other Loan Documents to which the Borrower is a party or any supplement, modification or extension thereof,

unless such failure is cured within the applicable grace period, if any (or in the absence of any such grace period, within ten (10) days).

(b) The Borrower or any Obligated Party shall default in the due performance or observance of any term, covenant or agreement on the Borrower's or such Obligated Party's part to be performed or observed pursuant to any of the provisions of this Agreement or any of the other Loan Documents and such default shall continue for a period of thirty (30) days after written notice thereof from the Lender to the Borrower or such Obligated Party, as applicable; provided, however, that if the curing of such default cannot be accomplished within said period of time, and if the Borrower or such Obligated Party commences to cure such default promptly after receipt of notice thereof from the Lender, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended to a period of time (not to exceed an additional sixty (60) days in the aggregate) necessary to cure such default with reasonable diligence.

(c) The Borrower shall suspend or discontinue, or the Borrower or any Obligated Party shall make an assignment for the benefit of creditors or a composition with creditors, shall be unable or admit in writing its inability to pay its debts as they mature, shall file a petition in bankruptcy, shall become insolvent (howsoever such insolvency may be evidenced), shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for the appointment of any receiver, liquidator or trustee of or for it or any substantial part of its property or assets, shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or there shall be commenced against the Borrower or any Obligated Party any such proceeding which shall remain undismissed for a period of sixty (60) days or more, or any order, judgment or decree approving the petition in any such proceeding shall be entered; or the Borrower or any Obligated Party shall by any act or failure to act indicate its consent to, approval of or acquiescence in, any such proceeding or in the appointment of any receiver, liquidator or trustee of or for it or any substantial part of its property or assets, or shall suffer any such appointment to continue undischarged or unstayed for a period of sixty (60) days or more; or the Borrower or any Obligated Party shall take any action for the purpose of effecting any of the foregoing.

Section 10.2 Remedies Upon Default. Upon the occurrence of an Event of Default, the Lender may without notice terminate all commitments to lend hereunder and declare the Obligations or any part thereof to be immediately due and payable, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Borrower.

Section 10.3 Suits for Enforcement. Subject to the Intercreditor Agreement, in case any one or more Events of Default shall occur and be continuing, the Lender may proceed to protect and enforce its rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, in the other Loan Documents or in any document or instrument delivered in connection with or pursuant to this Agreement or the other Loan Documents or to enforce the payment of the Note or any other legal or equitable right or remedy.

Section 10.4 Rights and Remedies Cumulative. No right or remedy herein conferred upon the Lender is intended to be exclusive of any other right or remedy contained herein or in the other Loan Documents or in any instrument or document delivered in connection with or pursuant to this Agreement or the other Loan Documents, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and therein or now or hereafter existing at law or in equity or by statute, or otherwise.

Section 10.5 Rights and Remedies Not Waived. No course of dealing between the Borrower and the Lender or any failure or delay on the part of the Lender in exercising any rights or remedies hereunder or otherwise shall operate as a waiver of any rights or remedies of the Lender and no single or partial exercise of any rights or remedies hereunder or otherwise shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or otherwise.

Section 10.6 Performance by the Lender. Should any covenant, duty or agreement of the Borrower fail to be performed in all material respects in accordance with the terms of the Loan Documents, the Lender may, at the Lender's option, perform, or attempt to perform, such covenant, duty or agreement on behalf of the Borrower. In such event, the Borrower shall, at the request of the Lender, promptly pay any reasonable amount expended by the Lender in such performance or attempted performance to the Lender together with interest thereon at the Default Rate from the date of such expenditure by the Lender until paid. Notwithstanding the foregoing, it is expressly understood that the Lender does not assume, nor shall the Lender have, except by express written consent of the Lender, any obligation to perform any duties of the Borrower hereunder.

Section 10.7 Future MDA Funding to Subgrantee. MDA shall have the right to assess the Subgrantee's efforts to pursue appropriate and reasonable legal remedies and may, at its discretion, deny the Subgrantee's eligibility for future funding until such substantial progress has been made in the pursuit of these remedies.

ARTICLE XI

Miscellaneous

Section 11.1 Entire Agreement. This Agreement and the other Loan Documents referred to herein embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties thereto.

Section 11.2 Notices. All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing, shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, delivery charges prepaid and with acknowledged receipt of delivery, shall be deemed given on the date of acceptance or refusal of acceptance shown on such receipt, and shall be addressed to the party to receive such notice at the following applicable address:

If to the Borrower, to:

HCL Leverage Lender, LLC
c/o ISIS Development Group, LLC
Attn: Robert Tatum
16 Bellegrass Blvd.
Hattiesburg, Mississippi 39402

With a copy by ordinary first class mail to:

Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Matthew H. Grenfell
1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157

and

Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Jordan B. Monsour, Esq.
City Plaza I
445 North Boulevard, Suite 810
Baton Rouge, LA 70802

If to the Lender, to:

City of Hattiesburg
Attn: Johnny L. Dupree, Mayor
Post Office Drawer 1898
Hattiesburg, Mississippi 39403

With a copy by ordinary first class mail to:

Charles E. Lawrence, Jr.
Post Office Drawer 1898
Hattiesburg, Mississippi 39403

Any party may, by notice given as aforesaid, change its address for all subsequent notices. Each notice by or on behalf of any party herein named shall be deemed sufficient if signed by any one of such party's officers or by such party's counsel and if otherwise given or made in compliance with this Section.

Section 11.3 Governing Law; Venue; etc. This Agreement and the other Loan Documents shall be construed in accordance with and governed by the laws of the State of Mississippi (without regard to conflict of law principles) and by Title 9 of the United States Code, except as required by mandatory provisions of law and except to the extent that the validity and perfection of the Lender's liens, assignments and security interests in the collateral are governed by the laws of any jurisdiction other than the State of Mississippi. The parties hereto hereby irrevocably consent (i) to the jurisdiction of the Courts of the State of Mississippi

located in Forrest County, and of any Federal Court located in the Southern District of Mississippi, and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Agreement, the other Loan Documents or any document or instrument delivered pursuant to this Agreement or the other Loan Documents, and (ii) to the service of process by certified mail, return receipt requested.

Section 11.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.5 Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWER:

HCL LEVERAGE LENDER, LLC,
a Mississippi limited liability company

By: HCL Manager, LLC
Its: Managing Member

By: _____
Name: Robert O. Tatum, Jr.
Its: Authorized Agent

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LENDER:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny L. Dupree, Mayor

ATTEST:

[Signature Page to New CDBG Loan – Loan Agreement]

HUB CITY LOFTS, LLC, HEREBY JOINS IN THIS LOAN AGREEMENT ON THE DATE SET FORTH ABOVE, IN ORDER TO ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

HUB CITY LOFTS, LLC,
a Mississippi limited liability company

By: HCL Manager, LLC
Its: Managing Member

By: _____
Name: Anthony J. Iarocci III
Its: Authorized Agent

EXHIBIT A

NOTE

See Attached Copy.

PROMISSORY NOTE

\$2,000,000.00

Hattiesburg, Mississippi
August __, 2012

FOR VALUE RECEIVED, HCL LEVERAGE LENDER, LLC, a Mississippi limited liability company having its principal place of business located at 16 Bellegrass Blvd., Hattiesburg, Mississippi 39402 (the "Borrower"), hereby promises unconditionally to pay to the order of CITY OF HATTIESBURG, MISSISSIPPI, a body politic of the State of Mississippi (the "Lender"), at its office at Post Office Drawer 1898, Hattiesburg, Mississippi 39403 (or at such other place or places as the Lender may designate in writing) at the times set forth in the Loan Agreement dated as of the date hereof, between the Borrower and the Lender (as from time to time amended, supplemented or replaced, the "Agreement;" all capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement), but in no event later than February 9, 2033 (the "Maturity Date"), in lawful money of the United States of America, in immediately available funds, the principal sum of Two Million and 00/100 Dollars (\$2,000,000.00), and to pay interest from the date hereof on the unpaid principal amount hereof at the rate of two percent (2%) per annum (the "Interest Rate"). Borrower shall pay to the Lender equal monthly installments of principal and interest equal to Ten Thousand One Hundred Seventeen and 67/100 Dollars (\$10,117.67), commencing on February 1, 2013 and continuing on each succeeding Monthly Payment Date until the Maturity Date (such amortization schedule attached as Exhibit "A"). The entire outstanding principal balance of the indebtedness evidenced by this Note, together with all accrued and unpaid interest thereon, shall be due and payable in full on the Maturity Date. All or any portion of the principal amount of this Note may be prepaid.

If payment of all sums due hereunder is accelerated under the terms of the Agreement or under the terms of the other Loan Documents executed in connection with the Agreement, the then remaining principal amount and accrued but unpaid interest thereon evidenced by this Note shall become immediately due and payable, without presentation, demand, protest or notice of any kind, all of which are hereby waived by the Borrower.

In the event this Note is not paid when due at any stated or accelerated maturity, the Borrower agrees to pay, in addition to the principal and interest, all costs of collection, including reasonable attorneys' fees, and interest due hereunder thereon at the rates set forth above.

This Note is issued pursuant to and entitled to the benefits and security of the Agreement to which reference is hereby made for a more complete statement of the terms and conditions upon which the loan evidenced hereby is made and is to be repaid.

IN WITNESS WHEREOF, the Borrower has caused this Note to be made, executed and delivered by its duly authorized representative as of the date and year first above written, all pursuant to authority duly granted.

HCL LEVERAGE LENDER, LLC,
a Mississippi limited liability company

By: HCL Manager, LLC
Its: Managing Member

By: _____
Name: Robert O. Tatum, Jr.
Its: Authorized Agent

EXHIBIT A
AMORTIZATION SCHEDULE

See Attached Copy.

HCL LEVERAGE LENDER, LLC
LOAN AMORTIZATION ANALYSIS

Amount Financed	\$2,000,000.00	Interest-Year 1	\$39,249.56
Annual Interest (%)	2.000	Interest-Year 2	\$37,591.17
Term in Years	20	Interest-Year 3	\$35,899.30
Monthly Loan Payment	\$10,117.67	Interest-Year 4	\$34,173.28
Annual Loan Payment	\$121,412.00	Interest-Year 5	\$32,412.42
Total Loan Payment	\$2,428,240.01	Interest-Year 6	\$30,616.02
		Interest-Year 7	\$28,783.36
		Interest-Year 8	\$26,913.71
		Interest-Year 9	\$25,006.33
		Interest-Year 10	\$23,060.44
		Interest-Year 11	\$21,075.28
		Interest-Year 12	\$19,050.04
		Interest-Year 13	\$16,983.93
		Interest-Year 14	\$14,876.12
		Interest-Year 15	\$12,725.76
		Interest-Year 16	\$10,532.00
		Interest-Year 17	\$8,293.96
		Interest-Year 18	\$6,010.75
		Interest-Year 19	\$3,681.45
		Interest-Year 20	\$1,305.13

End of Month	Interest Paid	Principal Paid	Principal Remaining
1	3,333.33	6,784.33	\$1,993,215.67
2	3,322.03	6,795.64	\$1,986,420.03
3	3,310.70	6,806.97	\$1,979,613.06
4	3,299.36	6,818.31	\$1,972,794.75
5	3,287.99	6,829.68	\$1,965,965.07
6	3,276.61	6,841.06	\$1,959,124.01
7	3,265.21	6,852.46	\$1,952,271.55
8	3,253.79	6,863.88	\$1,945,407.67
9	3,242.35	6,875.32	\$1,938,532.35
10	3,230.89	6,886.78	\$1,931,645.57
11	3,219.41	6,898.26	\$1,924,747.32
12	3,207.91	6,909.75	\$1,917,837.56
13	3,196.40	6,921.27	\$1,910,916.29
14	3,184.86	6,932.81	\$1,903,983.48
15	3,173.31	6,944.36	\$1,897,039.12
16	3,161.73	6,955.93	\$1,890,083.19
17	3,150.14	6,967.53	\$1,883,115.66
18	3,138.53	6,979.14	\$1,876,136.52
19	3,126.89	6,990.77	\$1,869,145.75
20	3,115.24	7,002.42	\$1,862,143.32
21	3,103.57	7,014.09	\$1,855,129.23

22	3,091.88	7,025.78	\$1,848,103.44
23	3,080.17	7,037.49	\$1,841,065.95
24	3,068.44	7,049.22	\$1,834,016.73
25	3,056.69	7,060.97	\$1,826,955.75
26	3,044.93	7,072.74	\$1,819,883.01
27	3,033.14	7,084.53	\$1,812,798.49
28	3,021.33	7,096.34	\$1,805,702.15
29	3,009.50	7,108.16	\$1,798,593.99
30	2,997.66	7,120.01	\$1,791,473.98
31	2,985.79	7,131.88	\$1,784,342.10
32	2,973.90	7,143.76	\$1,777,198.34
33	2,962.00	7,155.67	\$1,770,042.67
34	2,950.07	7,167.60	\$1,762,875.07
35	2,938.13	7,179.54	\$1,755,695.53
36	2,926.16	7,191.51	\$1,748,504.02
37	2,914.17	7,203.49	\$1,741,300.53
38	2,902.17	7,215.50	\$1,734,085.03
39	2,890.14	7,227.52	\$1,726,857.51
40	2,878.10	7,239.57	\$1,719,617.93
41	2,866.03	7,251.64	\$1,712,366.30
42	2,853.94	7,263.72	\$1,705,102.57
43	2,841.84	7,275.83	\$1,697,826.75
44	2,829.71	7,287.96	\$1,690,538.79
45	2,817.56	7,300.10	\$1,683,238.69
46	2,805.40	7,312.27	\$1,675,926.42
47	2,793.21	7,324.46	\$1,668,601.96
48	2,781.00	7,336.66	\$1,661,265.30
49	2,768.78	7,348.89	\$1,653,916.41
50	2,756.53	7,361.14	\$1,646,555.27
51	2,744.26	7,373.41	\$1,639,181.86
52	2,731.97	7,385.70	\$1,631,796.16
53	2,719.66	7,398.01	\$1,624,398.16
54	2,707.33	7,410.34	\$1,616,987.82
55	2,694.98	7,422.69	\$1,609,565.13
56	2,682.61	7,435.06	\$1,602,130.08
57	2,670.22	7,447.45	\$1,594,682.63
58	2,657.80	7,459.86	\$1,587,222.76
59	2,645.37	7,472.30	\$1,579,750.47
60	2,632.92	7,484.75	\$1,572,265.72
61	2,620.44	7,497.22	\$1,564,768.50
62	2,607.95	7,509.72	\$1,557,258.78
63	2,595.43	7,522.24	\$1,549,736.54
64	2,582.89	7,534.77	\$1,542,201.77
65	2,570.34	7,547.33	\$1,534,654.44
66	2,557.76	7,559.91	\$1,527,094.53
67	2,545.16	7,572.51	\$1,519,522.02
68	2,532.54	7,585.13	\$1,511,936.89
69	2,519.89	7,597.77	\$1,504,339.12
70	2,507.23	7,610.43	\$1,496,728.68

71	2,494.55	7,623.12	\$1,489,105.56
72	2,481.84	7,635.82	\$1,481,469.74
73	2,469.12	7,648.55	\$1,473,821.19
74	2,456.37	7,661.30	\$1,466,159.89
75	2,443.60	7,674.07	\$1,458,485.82
76	2,430.81	7,686.86	\$1,450,798.97
77	2,418.00	7,699.67	\$1,443,099.30
78	2,405.17	7,712.50	\$1,435,386.80
79	2,392.31	7,725.36	\$1,427,661.44
80	2,379.44	7,738.23	\$1,419,923.21
81	2,366.54	7,751.13	\$1,412,172.08
82	2,353.62	7,764.05	\$1,404,408.04
83	2,340.68	7,776.99	\$1,396,631.05
84	2,327.72	7,789.95	\$1,388,841.10
85	2,314.74	7,802.93	\$1,381,038.17
86	2,301.73	7,815.94	\$1,373,222.23
87	2,288.70	7,828.96	\$1,365,393.27
88	2,275.66	7,842.01	\$1,357,551.26
89	2,262.59	7,855.08	\$1,349,696.18
90	2,249.49	7,868.17	\$1,341,828.01
91	2,236.38	7,881.29	\$1,333,946.72
92	2,223.24	7,894.42	\$1,326,052.30
93	2,210.09	7,907.58	\$1,318,144.72
94	2,196.91	7,920.76	\$1,310,223.96
95	2,183.71	7,933.96	\$1,302,290.00
96	2,170.48	7,947.18	\$1,294,342.81
97	2,157.24	7,960.43	\$1,286,382.39
98	2,143.97	7,973.70	\$1,278,408.69
99	2,130.68	7,986.99	\$1,270,421.70
100	2,117.37	8,000.30	\$1,262,421.41
101	2,104.04	8,013.63	\$1,254,407.78
102	2,090.68	8,026.99	\$1,246,380.79
103	2,077.30	8,040.37	\$1,238,340.42
104	2,063.90	8,053.77	\$1,230,286.66
105	2,050.48	8,067.19	\$1,222,219.47
106	2,037.03	8,080.63	\$1,214,138.83
107	2,023.56	8,094.10	\$1,206,044.73
108	2,010.07	8,107.59	\$1,197,937.14
109	1,996.56	8,121.10	\$1,189,816.04
110	1,983.03	8,134.64	\$1,181,681.40
111	1,969.47	8,148.20	\$1,173,533.20
112	1,955.89	8,161.78	\$1,165,371.42
113	1,942.29	8,175.38	\$1,157,196.04
114	1,928.66	8,189.01	\$1,149,007.03
115	1,915.01	8,202.65	\$1,140,804.38
116	1,901.34	8,216.33	\$1,132,588.05
117	1,887.65	8,230.02	\$1,124,358.03
118	1,873.93	8,243.74	\$1,116,114.29
119	1,860.19	8,257.48	\$1,107,856.82

120	1,846.43	8,271.24	\$1,099,585.58
121	1,832.64	8,285.02	\$1,091,300.56
122	1,818.83	8,298.83	\$1,083,001.72
123	1,805.00	8,312.66	\$1,074,689.06
124	1,791.15	8,326.52	\$1,066,362.54
125	1,777.27	8,340.40	\$1,058,022.15
126	1,763.37	8,354.30	\$1,049,667.85
127	1,749.45	8,368.22	\$1,041,299.63
128	1,735.50	8,382.17	\$1,032,917.46
129	1,721.53	8,396.14	\$1,024,521.32
130	1,707.54	8,410.13	\$1,016,111.19
131	1,693.52	8,424.15	\$1,007,687.04
132	1,679.48	8,438.19	\$999,248.86
133	1,665.41	8,452.25	\$990,796.60
134	1,651.33	8,466.34	\$982,330.27
135	1,637.22	8,480.45	\$973,849.82
136	1,623.08	8,494.58	\$965,355.23
137	1,608.93	8,508.74	\$956,846.49
138	1,594.74	8,522.92	\$948,323.57
139	1,580.54	8,537.13	\$939,786.44
140	1,566.31	8,551.36	\$931,235.08
141	1,552.06	8,565.61	\$922,669.48
142	1,537.78	8,579.88	\$914,089.59
143	1,523.48	8,594.18	\$905,495.41
144	1,509.16	8,608.51	\$896,886.90
145	1,494.81	8,622.86	\$888,264.05
146	1,480.44	8,637.23	\$879,626.82
147	1,466.04	8,651.62	\$870,975.20
148	1,451.63	8,666.04	\$862,309.16
149	1,437.18	8,680.48	\$853,628.67
150	1,422.71	8,694.95	\$844,933.72
151	1,408.22	8,709.44	\$836,224.27
152	1,393.71	8,723.96	\$827,500.32
153	1,379.17	8,738.50	\$818,761.82
154	1,364.60	8,753.06	\$810,008.75
155	1,350.01	8,767.65	\$801,241.10
156	1,335.40	8,782.26	\$792,458.83
157	1,320.76	8,796.90	\$783,661.93
158	1,306.10	8,811.56	\$774,850.37
159	1,291.42	8,826.25	\$766,024.12
160	1,276.71	8,840.96	\$757,183.16
161	1,261.97	8,855.69	\$748,327.47
162	1,247.21	8,870.45	\$739,457.01
163	1,232.43	8,885.24	\$730,571.77
164	1,217.62	8,900.05	\$721,671.73
165	1,202.79	8,914.88	\$712,756.85
166	1,187.93	8,929.74	\$703,827.11
167	1,173.05	8,944.62	\$694,882.49
168	1,158.14	8,959.53	\$685,922.96

169	1,143.20	8,974.46	\$676,948.49
170	1,128.25	8,989.42	\$667,959.07
171	1,113.27	9,004.40	\$658,954.67
172	1,098.26	9,019.41	\$649,935.26
173	1,083.23	9,034.44	\$640,900.82
174	1,068.17	9,049.50	\$631,851.32
175	1,053.09	9,064.58	\$622,786.74
176	1,037.98	9,079.69	\$613,707.05
177	1,022.85	9,094.82	\$604,612.23
178	1,007.69	9,109.98	\$595,502.25
179	992.50	9,125.16	\$586,377.09
180	977.30	9,140.37	\$577,236.72
181	962.06	9,155.61	\$568,081.11
182	946.80	9,170.86	\$558,910.25
183	931.52	9,186.15	\$549,724.10
184	916.21	9,201.46	\$540,522.64
185	900.87	9,216.80	\$531,305.84
186	885.51	9,232.16	\$522,073.69
187	870.12	9,247.54	\$512,826.14
188	854.71	9,262.96	\$503,563.19
189	839.27	9,278.39	\$494,284.79
190	823.81	9,293.86	\$484,990.93
191	808.32	9,309.35	\$475,681.58
192	792.80	9,324.86	\$466,356.72
193	777.26	9,340.41	\$457,016.31
194	761.69	9,355.97	\$447,660.34
195	746.10	9,371.57	\$438,288.78
196	730.48	9,387.19	\$428,901.59
197	714.84	9,402.83	\$419,498.76
198	699.16	9,418.50	\$410,080.26
199	683.47	9,434.20	\$400,646.06
200	667.74	9,449.92	\$391,196.13
201	651.99	9,465.67	\$381,730.46
202	636.22	9,481.45	\$372,249.01
203	620.42	9,497.25	\$362,751.76
204	604.59	9,513.08	\$353,238.68
205	588.73	9,528.94	\$343,709.74
206	572.85	9,544.82	\$334,164.93
207	556.94	9,560.73	\$324,604.20
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209	525.05	9,592.62	\$305,434.92
210	509.06	9,608.61	\$295,826.31
211	493.04	9,624.62	\$286,201.69
212	477.00	9,640.66	\$276,561.03
213	460.94	9,656.73	\$266,904.29
214	444.84	9,672.83	\$257,231.47
215	428.72	9,688.95	\$247,542.52
216	412.57	9,705.10	\$237,837.43
217	396.40	9,721.27	\$228,116.15

218	380.19	9,737.47	\$218,378.68
219	363.96	9,753.70	\$208,624.98
220	347.71	9,769.96	\$198,855.02
221	331.43	9,786.24	\$189,068.78
222	315.11	9,802.55	\$179,266.23
223	298.78	9,818.89	\$169,447.34
224	282.41	9,835.25	\$159,612.08
225	266.02	9,851.65	\$149,760.44
226	249.60	9,868.07	\$139,892.37
227	233.15	9,884.51	\$130,007.86
228	216.68	9,900.99	\$120,106.87
229	200.18	9,917.49	\$110,189.38
230	183.65	9,934.02	\$100,255.36
231	167.09	9,950.57	\$90,304.79
232	150.51	9,967.16	\$80,337.63
233	133.90	9,983.77	\$70,353.86
234	117.26	10,000.41	\$60,353.45
235	100.59	10,017.08	\$50,336.37
236	83.89	10,033.77	\$40,302.60
237	67.17	10,050.50	\$30,252.10
238	50.42	10,067.25	\$20,184.86
239	33.64	10,084.03	\$10,100.83
240	16.83	10,100.83	\$0.00

TOTALS	\$428,240.01	\$2,000,000.00

TOTAL LOAN PAYMENT

\$2,428,240.01

ButlerSnow 9877698v2

PROMISSORY NOTE

\$2,000,000.00

Hattiesburg, Mississippi
August __, 2012

FOR VALUE RECEIVED, HCL LEVERAGE LENDER, LLC, a Mississippi limited liability company having its principal place of business located at 16 Bellegrass Blvd., Hattiesburg, Mississippi 39402 (the "Borrower"), hereby promises unconditionally to pay to the order of CITY OF HATTIESBURG, MISSISSIPPI, a body politic of the State of Mississippi (the "Lender"), at its office at Post Office Drawer 1898, Hattiesburg, Mississippi 39403 (or at such other place or places as the Lender may designate in writing) at the times set forth in the Loan Agreement dated as of the date hereof, between the Borrower and the Lender (as from time to time amended, supplemented or replaced, the "Agreement;" all capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement), but in no event later than February 9, 2033 (the "Maturity Date"), in lawful money of the United States of America, in immediately available funds, the principal sum of Two Million and 00/100 Dollars (\$2,000,000.00), and to pay interest from the date hereof on the unpaid principal amount hereof at the rate of two percent (2%) per annum (the "Interest Rate"). Borrower shall pay to the Lender equal monthly installments of principal and interest equal to Ten Thousand One Hundred Seventeen and 67/100 Dollars (\$10,117.67), commencing on February 1, 2013 and continuing on each succeeding Monthly Payment Date until the Maturity Date (such amortization schedule attached as Exhibit "A"). The entire outstanding principal balance of the indebtedness evidenced by this Note, together with all accrued and unpaid interest thereon, shall be due and payable in full on the Maturity Date. All or any portion of the principal amount of this Note may be prepaid.

If payment of all sums due hereunder is accelerated under the terms of the Agreement or under the terms of the other Loan Documents executed in connection with the Agreement, the then remaining principal amount and accrued but unpaid interest thereon evidenced by this Note shall become immediately due and payable, without presentation, demand, protest or notice of any kind, all of which are hereby waived by the Borrower.

In the event this Note is not paid when due at any stated or accelerated maturity, the Borrower agrees to pay, in addition to the principal and interest, all costs of collection, including reasonable attorneys' fees, and interest due hereunder thereon at the rates set forth above.

This Note is issued pursuant to and entitled to the benefits and security of the Agreement to which reference is hereby made for a more complete statement of the terms and conditions upon which the loan evidenced hereby is made and is to be repaid.

IN WITNESS WHEREOF, the Borrower has caused this Note to be made, executed and delivered by its duly authorized representative as of the date and year first above written, all pursuant to authority duly granted.

BORROWER:

HCL LEVERAGE LENDER, LLC,
a Mississippi limited liability company

By: HCL Manager, LLC
Its: Managing Member

By: _____
Name: Robert O. Tatum, Jr.
Its: Authorized Agent

EXHIBIT A
AMORTIZATION SCHEDULE

See Attached Copy.

**HCL LEVERAGE LENDER, LLC
LOAN AMORTIZATION ANALYSIS**

Amount Financed	\$2,000,000.00	Interest-Year 1	\$39,249.56
Annual Interest (%)	2.000	Interest-Year 2	\$37,591.17
Term in Years	20	Interest-Year 3	\$35,899.30
Monthly Loan Payment	\$10,117.67	Interest-Year 4	\$34,173.28
Annual Loan Payment	\$121,412.00	Interest-Year 5	\$32,412.42
Total Loan Payment	\$2,428,240.01	Interest-Year 6	\$30,616.02
		Interest-Year 7	\$28,783.36
		Interest-Year 8	\$26,913.71
		Interest-Year 9	\$25,006.33
		Interest-Year 10	\$23,060.44
		Interest-Year 11	\$21,075.28
		Interest-Year 12	\$19,050.04
		Interest-Year 13	\$16,983.93
		Interest-Year 14	\$14,876.12
		Interest-Year 15	\$12,725.76
		Interest-Year 16	\$10,532.00
		Interest-Year 17	\$8,293.96
		Interest-Year 18	\$6,010.75
		Interest-Year 19	\$3,681.45
		Interest-Year 20	\$1,305.13

End of Month	Interest Paid	Principal Paid	Principal Remaining
1	3,333.33	6,784.33	\$1,993,215.67
2	3,322.03	6,795.64	\$1,986,420.03
3	3,310.70	6,806.97	\$1,979,613.06
4	3,299.36	6,818.31	\$1,972,794.75
5	3,287.99	6,829.68	\$1,965,965.07
6	3,276.61	6,841.06	\$1,959,124.01
7	3,265.21	6,852.46	\$1,952,271.55
8	3,253.79	6,863.88	\$1,945,407.67
9	3,242.35	6,875.32	\$1,938,532.35
10	3,230.89	6,886.78	\$1,931,645.57
11	3,219.41	6,898.26	\$1,924,747.32
12	3,207.91	6,909.75	\$1,917,837.56
13	3,196.40	6,921.27	\$1,910,916.29
14	3,184.86	6,932.81	\$1,903,983.48
15	3,173.31	6,944.36	\$1,897,039.12
16	3,161.73	6,955.93	\$1,890,083.19
17	3,150.14	6,967.53	\$1,883,115.66
18	3,138.53	6,979.14	\$1,876,136.52
19	3,126.89	6,990.77	\$1,869,145.75
20	3,115.24	7,002.42	\$1,862,143.32
21	3,103.57	7,014.09	\$1,855,129.23

22	3,091.88	7,025.78	\$1,848,103.44
23	3,080.17	7,037.49	\$1,841,065.95
24	3,068.44	7,049.22	\$1,834,016.73
25	3,056.69	7,060.97	\$1,826,955.75
26	3,044.93	7,072.74	\$1,819,883.01
27	3,033.14	7,084.53	\$1,812,798.49
28	3,021.33	7,096.34	\$1,805,702.15
29	3,009.50	7,108.16	\$1,798,593.99
30	2,997.66	7,120.01	\$1,791,473.98
31	2,985.79	7,131.88	\$1,784,342.10
32	2,973.90	7,143.76	\$1,777,198.34
33	2,962.00	7,155.67	\$1,770,042.67
34	2,950.07	7,167.60	\$1,762,875.07
35	2,938.13	7,179.54	\$1,755,695.53
36	2,926.16	7,191.51	\$1,748,504.02
37	2,914.17	7,203.49	\$1,741,300.53
38	2,902.17	7,215.50	\$1,734,085.03
39	2,890.14	7,227.52	\$1,726,857.51
40	2,878.10	7,239.57	\$1,719,617.93
41	2,866.03	7,251.64	\$1,712,366.30
42	2,853.94	7,263.72	\$1,705,102.57
43	2,841.84	7,275.83	\$1,697,826.75
44	2,829.71	7,287.96	\$1,690,538.79
45	2,817.56	7,300.10	\$1,683,238.69
46	2,805.40	7,312.27	\$1,675,926.42
47	2,793.21	7,324.46	\$1,668,601.96
48	2,781.00	7,336.66	\$1,661,265.30
49	2,768.78	7,348.89	\$1,653,916.41
50	2,756.53	7,361.14	\$1,646,555.27
51	2,744.26	7,373.41	\$1,639,181.86
52	2,731.97	7,385.70	\$1,631,796.16
53	2,719.66	7,398.01	\$1,624,398.16
54	2,707.33	7,410.34	\$1,616,987.82
55	2,694.98	7,422.69	\$1,609,565.13
56	2,682.61	7,435.06	\$1,602,130.08
57	2,670.22	7,447.45	\$1,594,682.63
58	2,657.80	7,459.86	\$1,587,222.76
59	2,645.37	7,472.30	\$1,579,750.47
60	2,632.92	7,484.75	\$1,572,265.72
61	2,620.44	7,497.22	\$1,564,768.50
62	2,607.95	7,509.72	\$1,557,258.78
63	2,595.43	7,522.24	\$1,549,736.54
64	2,582.89	7,534.77	\$1,542,201.77
65	2,570.34	7,547.33	\$1,534,654.44
66	2,557.76	7,559.91	\$1,527,094.53
67	2,545.16	7,572.51	\$1,519,522.02
68	2,532.54	7,585.13	\$1,511,936.89
69	2,519.89	7,597.77	\$1,504,339.12
70	2,507.23	7,610.43	\$1,496,728.68

71	2,494.55	7,623.12	\$1,489,105.56
72	2,481.84	7,635.82	\$1,481,469.74
73	2,469.12	7,648.55	\$1,473,821.19
74	2,456.37	7,661.30	\$1,466,159.89
75	2,443.60	7,674.07	\$1,458,485.82
76	2,430.81	7,686.86	\$1,450,798.97
77	2,418.00	7,699.67	\$1,443,099.30
78	2,405.17	7,712.50	\$1,435,386.80
79	2,392.31	7,725.36	\$1,427,661.44
80	2,379.44	7,738.23	\$1,419,923.21
81	2,366.54	7,751.13	\$1,412,172.08
82	2,353.62	7,764.05	\$1,404,408.04
83	2,340.68	7,776.99	\$1,396,631.05
84	2,327.72	7,789.95	\$1,388,841.10
85	2,314.74	7,802.93	\$1,381,038.17
86	2,301.73	7,815.94	\$1,373,222.23
87	2,288.70	7,828.96	\$1,365,393.27
88	2,275.66	7,842.01	\$1,357,551.26
89	2,262.59	7,855.08	\$1,349,696.18
90	2,249.49	7,868.17	\$1,341,828.01
91	2,236.38	7,881.29	\$1,333,946.72
92	2,223.24	7,894.42	\$1,326,052.30
93	2,210.09	7,907.58	\$1,318,144.72
94	2,196.91	7,920.76	\$1,310,223.96
95	2,183.71	7,933.96	\$1,302,290.00
96	2,170.48	7,947.18	\$1,294,342.81
97	2,157.24	7,960.43	\$1,286,382.39
98	2,143.97	7,973.70	\$1,278,408.69
99	2,130.68	7,986.99	\$1,270,421.70
100	2,117.37	8,000.30	\$1,262,421.41
101	2,104.04	8,013.63	\$1,254,407.78
102	2,090.68	8,026.99	\$1,246,380.79
103	2,077.30	8,040.37	\$1,238,340.42
104	2,063.90	8,053.77	\$1,230,286.66
105	2,050.48	8,067.19	\$1,222,219.47
106	2,037.03	8,080.63	\$1,214,138.83
107	2,023.56	8,094.10	\$1,206,044.73
108	2,010.07	8,107.59	\$1,197,937.14
109	1,996.56	8,121.10	\$1,189,816.04
110	1,983.03	8,134.64	\$1,181,681.40
111	1,969.47	8,148.20	\$1,173,533.20
112	1,955.89	8,161.78	\$1,165,371.42
113	1,942.29	8,175.38	\$1,157,196.04
114	1,928.66	8,189.01	\$1,149,007.03
115	1,915.01	8,202.65	\$1,140,804.38
116	1,901.34	8,216.33	\$1,132,588.05
117	1,887.65	8,230.02	\$1,124,358.03
118	1,873.93	8,243.74	\$1,116,114.29
119	1,860.19	8,257.48	\$1,107,856.82

120	1,846.43	8,271.24	\$1,099,585.58
121	1,832.64	8,285.02	\$1,091,300.56
122	1,818.83	8,298.83	\$1,083,001.72
123	1,805.00	8,312.66	\$1,074,689.06
124	1,791.15	8,326.52	\$1,066,362.54
125	1,777.27	8,340.40	\$1,058,022.15
126	1,763.37	8,354.30	\$1,049,667.85
127	1,749.45	8,368.22	\$1,041,299.63
128	1,735.50	8,382.17	\$1,032,917.46
129	1,721.53	8,396.14	\$1,024,521.32
130	1,707.54	8,410.13	\$1,016,111.19
131	1,693.52	8,424.15	\$1,007,687.04
132	1,679.48	8,438.19	\$999,248.86
133	1,665.41	8,452.25	\$990,796.60
134	1,651.33	8,466.34	\$982,330.27
135	1,637.22	8,480.45	\$973,849.82
136	1,623.08	8,494.58	\$965,355.23
137	1,608.93	8,508.74	\$956,846.49
138	1,594.74	8,522.92	\$948,323.57
139	1,580.54	8,537.13	\$939,786.44
140	1,566.31	8,551.36	\$931,235.08
141	1,552.06	8,565.61	\$922,669.48
142	1,537.78	8,579.88	\$914,089.59
143	1,523.48	8,594.18	\$905,495.41
144	1,509.16	8,608.51	\$896,886.90
145	1,494.81	8,622.86	\$888,264.05
146	1,480.44	8,637.23	\$879,626.82
147	1,466.04	8,651.62	\$870,975.20
148	1,451.63	8,666.04	\$862,309.16
149	1,437.18	8,680.48	\$853,628.67
150	1,422.71	8,694.95	\$844,933.72
151	1,408.22	8,709.44	\$836,224.27
152	1,393.71	8,723.96	\$827,500.32
153	1,379.17	8,738.50	\$818,761.82
154	1,364.60	8,753.06	\$810,008.75
155	1,350.01	8,767.65	\$801,241.10
156	1,335.40	8,782.26	\$792,458.83
157	1,320.76	8,796.90	\$783,661.93
158	1,306.10	8,811.56	\$774,850.37
159	1,291.42	8,826.25	\$766,024.12
160	1,276.71	8,840.96	\$757,183.16
161	1,261.97	8,855.69	\$748,327.47
162	1,247.21	8,870.45	\$739,457.01
163	1,232.43	8,885.24	\$730,571.77
164	1,217.62	8,900.05	\$721,671.73
165	1,202.79	8,914.88	\$712,756.85
166	1,187.93	8,929.74	\$703,827.11
167	1,173.05	8,944.62	\$694,882.49
168	1,158.14	8,959.53	\$685,922.96

169	1,143.20	8,974.46	\$676,948.49
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210	509.06	9,608.61	\$295,826.31
211	493.04	9,624.62	\$286,201.69
212	477.00	9,640.66	\$276,561.03
213	460.94	9,656.73	\$266,904.29
214	444.84	9,672.83	\$257,231.47
215	428.72	9,688.95	\$247,542.52
216	412.57	9,705.10	\$237,837.43
217	396.40	9,721.27	\$228,116.15

218	380.19	9,737.47	\$218,378.68
219	363.96	9,753.70	\$208,624.98
220	347.71	9,769.96	\$198,855.02
221	331.43	9,786.24	\$189,068.78
222	315.11	9,802.55	\$179,266.23
223	298.78	9,818.89	\$169,447.34
224	282.41	9,835.25	\$159,612.08
225	266.02	9,851.65	\$149,760.44
226	249.60	9,868.07	\$139,892.37
227	233.15	9,884.51	\$130,007.86
228	216.68	9,900.99	\$120,106.87
229	200.18	9,917.49	\$110,189.38
230	183.65	9,934.02	\$100,255.36
231	167.09	9,950.57	\$90,304.79
232	150.51	9,967.16	\$80,337.63
233	133.90	9,983.77	\$70,353.86
234	117.26	10,000.41	\$60,353.45
235	100.59	10,017.08	\$50,336.37
236	83.89	10,033.77	\$40,302.60
237	67.17	10,050.50	\$30,252.10
238	50.42	10,067.25	\$20,184.86
239	33.64	10,084.03	\$10,100.83
240	16.83	10,100.83	\$0.00

TOTALS	\$428,240.01	\$2,000,000.00

TOTAL LOAN PAYMENT

\$2,428,240.01

ButlerSnow 9877699v1

SECURITY AND PLEDGE AGREEMENT

This **SECURITY AND PLEDGE AGREEMENT** (this “*Agreement*”), dated as of August __, 2012, (the “*Effective Date*”) is made and entered into by **HCL LEVERAGE LENDER, LLC**, a Mississippi limited liability company (“*Borrower*”), to and for the benefit of the **CITY OF HATTIESBURG, MISSISSIPPI**, a body politic of the State of Mississippi (the “*City*” or “*Secured Party*”).

W I T N E S S E T H:

WHEREAS, on the date hereof, Borrower and City entered into that certain Loan Agreement (the “*Loan Agreement*”), pursuant to which City agreed to make a loan in the aggregate principal amount of Two Million and No/100 Dollars (\$2,000,000) to Borrower (the “*Loan*”) as evidenced by that certain Promissory Note by Borrower in favor of the City (the “*Note*”);

WHEREAS, prior to the date hereof, Borrower has made a Seven Million Five Hundred Eleven Thousand Two Hundred Sixty Six Dollars (\$7,511,266) loan (the “*Leverage Loan*”) to Hub City QEI, LLC, a Delaware limited liability company (“*Fund Borrower*”) pursuant to that certain Loan and Security Agreement dated as of the Effective Date by and between Borrower and Fund Borrower (the “*Leverage Loan Agreement*,” and together with all other documents evidencing, guaranteeing and/or securing the Leverage Loan, the “*Leverage Loan Documents*”);

WHEREAS, Fund Borrower used the Leverage Loan to make equity investments in the aggregate amount of \$12,000,000 in both CCG Sub-CDE 24, LLC, a Delaware limited liability company (the “*CCG CDE*”), and Whitney New Markets CDE 11, LLC, a Louisiana limited liability company (the “*Whitney CDE*” and together with CCG CDE, the “*CDE Lenders*”) which was intended to qualify as “qualified equity investments” (“*QEIs*”) as such term is defined in Section 45D of the Internal Revenue Code of 1986, as amended (the “*Code*”) and the Treasury Regulations promulgated thereunder;

WHEREAS, the CDE Lenders used the QEIs to make certain loans to Hub City Lofts, LLC, a Mississippi limited liability company (“*Project Developer*”), to be used to finance a portion of the renovation and rehabilitation of a residential and commercial mixed-use development in Hattiesburg, Mississippi (the “*Project*”);

WHEREAS, pursuant to the Leverage Loan Documents, the Leverage Loan is secured by a pledge of the entire interests of Fund Borrower in the CDE Lenders;

WHEREAS, Borrower has agreed to assign Borrower’s interest under the Leverage Loan Documents and the other Pledged Collateral (defined below) to the Secured Party to secure the Loan, subject to that certain Intercreditor Agreement dated the date hereof, by and among Borrower, City, and Trustmark National Bank (the “*Intercreditor Agreement*”);

NOW, THEREFORE, in consideration of the promises and the covenants hereinafter contained, and to induce City to make the Loan, it is agreed as follows:

1. Definitions.

(a) ***“Event of Default”*** means any default by Borrower under the Loan Documents, or in the performance of the Obligations (as herein defined), subject to applicable cure periods provided in Loan Documents, if any.

(b) ***“Loan Documents”*** shall have the meaning set forth in the Loan Agreement.

(c) ***“Uniform Commercial Code”*** means the Uniform Commercial Code of Mississippi, Miss. Code § 75-1-101 et seq., or, if perfection or other rights of Secured Party hereunder are governed by the laws of a state other than Mississippi, then Uniform Commercial Code means Article 9 of the Uniform Commercial Code or similar law in effect in such other state.

Other capitalized terms shall have the meanings given in this Agreement. All capitalized term used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, schedule and exhibit references are to this Agreement unless otherwise specified.

2. Pledge. Subject to the Intercreditor Agreement, to secure payment of all obligations and liabilities of Borrower to Secured Party, whether direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys’ fees, expenses of collection and costs, and further including, without limitation, obligations to Secured Party on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, payment guaranties and this Agreement (collectively, the ***“Obligations”***), Borrower pledges, pawns and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against the following assets of Borrower or in which Borrower has interests, now existing or hereafter acquired (collectively, the ***“Pledged Collateral”***):

(a) the promissory note of Fund Borrower, in the aggregate amount of \$7,511,266.00, dated the date hereof, and all other Leverage Loan Documents and rights thereunder, which rights include the security interest in the Fund Borrower’s membership interest in CDE Lenders, granted by the Leverage Loan Agreement; and

(b) all property substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, distributions, products and proceeds of any of the foregoing.

3. Security for the Obligations. Subject to the Intercreditor Agreement, this Agreement secures, and the Pledged Collateral is security for, the prompt payment and performance of the Obligations. Except as provided in Section 7 hereof, by executing this

Agreement, (i) Borrower has divested itself of all control over the Pledged Collateral, and Secured Party is entitled to and does possess sole dominion and control over the Pledged Collateral and is entitled to receive the benefits accruing with respect thereto, in accordance with the provisions of this Agreement and (ii) Borrower surrenders all authority or right to withdraw, collect, receive the benefits of, or otherwise assign or encumber the Pledged Collateral. The assignment evidenced by this Agreement is a continuing one and is irrevocable so long as any of the Obligations are outstanding or Borrower shall have any obligations under the Loan Documents, and shall terminate only upon payment or other satisfaction in full of all Obligations or Secured Party's acknowledgment in writing that this Agreement has been terminated.

4. Delivery of Pledged Collateral. All certificates or other instruments representing or evidencing the Pledged Collateral, if any, whether now existing or hereafter arising, shall be immediately delivered to Secured Party, all in form and substance satisfactory to Secured Party. Subject to the Intercreditor Agreement, Secured Party shall have the right, at any time after the occurrence and during the continuance of an Event of Default, in its discretion and without notice to Borrower, to transfer to or to register in the name of Secured Party, any or all of the Pledged Collateral.

5. Representations and Warranties. Borrower represents and warrants to Secured Party that as of the date hereof:

(a) Borrower is duly formed, validly existing and in good standing under the laws of the State of Mississippi, has the legal power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted. Borrower is duly qualified and authorized to do business in each jurisdiction in which failure to be so qualified and authorized would have a material adverse effect on Borrower or its assets.

(b) Subject to the Intercreditor Agreement, Borrower is, and at the time of delivery of the Pledged Collateral to Secured Party pursuant to Section 4 hereof will be, the sole holder of record and the sole beneficial owner of the Pledged Collateral, free and clear of any lien, charge or encumbrance thereon or affecting the title thereto, except for the security interests created by this Agreement.

(c) Borrower has the right and requisite authority to pledge and grant a security interest in the Pledged Collateral to Secured Party, as provided herein.

(d) To the best of Borrower's knowledge, information and belief, no consent, approval, authorization or other order of any Person and no consent, authorization, approval, or other action by, and no notice to or filing with, any governmental departments, commissions, boards, bureaus, agencies or other instrumentalities, domestic or foreign, is required to be made or obtained by Borrower either (i) for the pledge of and grant of a security interest in the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Borrower or (ii) for the exercise by Secured Party of the voting or other rights provided for in this

Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement.

(e) To the best of Borrower's knowledge, information and belief, the pledge of and grant of a security interest in the Pledged Collateral to Secured Party pursuant to this Agreement will create a valid lien on and, upon the proper filing of a Uniform Commercial Code financing statement by Secured Party, a perfected security interest in the Pledged Collateral pledged by Borrower, and the proceeds thereof, securing the payment of the Obligations.

(f) This Agreement has been duly authorized, executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable in accordance with its terms except as enforceability may be limited by the applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or law).

The representations and warranties set forth in this Section 6 shall survive the execution and delivery and termination of this Agreement.

6. Covenants. Borrower covenants and agrees that until the payment in full of the Obligations:

(a) Subject to the Intercreditor Agreement, Borrower will not sell, assign, transfer, pledge, or otherwise encumber any of its rights in or to any Pledged Collateral or any dividends or other distributions or payments with respect thereto or grant a lien, charge, encumbrance or security interest on any thereof.

(b) Borrower will, at its expense, promptly execute, acknowledge and deliver all such instruments and take all such action as Secured Party from time to time may reasonably request in order to ensure to Secured Party the benefits of the liens and security interests in and to the Pledged Collateral intended to be created by this Agreement, including the delivery of all certificates and other documentation evidencing any of the Pledged Collateral and the filing of any necessary Uniform Commercial Code financing statements deemed reasonably necessary by Secured Party, which may be filed by Secured Party without the signature of Borrower.

(c) Borrower will defend the title to the Pledged Collateral and the liens of Secured Party, for the benefit of Secured Party against the claim of any Person and will maintain and preserve such liens until the payment in full of the Obligations.

7. Defaults and Remedies.

(a) Upon the occurrence of an Event of Default, and during the continuation of such Event of Default, then or at any time after such declaration, subject to the

Intercreditor Agreement, Secured Party is hereby authorized and empowered to do any and all of the following in a commercially reasonable manner: (i) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, (ii) collect and receive all cash dividends and other distributions made thereon, (iii) sell, assign, transfer and effectively deliver all or any part of the Pledged Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Borrower to the fullest extent permitted by law, (iv) may cause all or any part of the Pledged Collateral to be seized and sold, under executory process, under writ of seizure issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure, (v) otherwise act with respect to the Pledged Collateral as though Secured Party were the outright owner thereof, provided, however, Secured Party shall not have any duty to exercise any such right of sale or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so, and (vi) exercise all other rights and remedies of a secured party pursuant to the UCC. Any sale shall be made at a public or private sale at Secured Party's place of business, or at any public building to be named in the notice of sale, either for cash or upon credit or for future delivery at such price as Secured Party may deem fair and reasonable, and Secured Party may be the purchaser of the whole or any part of the Pledged Collateral so sold and hold the same thereafter in its own right free from any claim of Borrower or any right of redemption. Each sale shall be made to the highest bidder, but Secured Party reserves the right to reject any and all bids at such sale which, in its discretion, it shall deem inadequate. Demands of performance, notices of sale, advertisements and the presence of property at sale are hereby waived and any sale hereunder may be conducted by an auctioneer or any officer or agent of Secured Party.

(b) If, at the original time or times appointed for the sale of the whole or any part of the Pledged Collateral, the highest bid, if there be but one sale, shall be inadequate to discharge in full the Obligations or if the Pledged Collateral be offered for sale in lots, if at any of such sales, the highest bid for the lot offered for sale would indicate to Secured Party, in its discretion, the unlikelihood of the proceeds of the sales of the whole of the Pledged Collateral being sufficient to discharge all the Obligations, Secured Party may, on one or more occasions and in its discretion, postpone any of said sales by public announcement at the time of sale or the time of previous postponement of sale, and no other notice of such postponement or postponements of sale need be given, any other notice being hereby waived; provided, however, that any sale or sales made after such postponement shall be after ten (10) days' notice to Borrower.

(c) In the event of any sales hereunder, Secured Party shall, after deducting all reasonable costs or expenses of every kind (including reasonable attorneys' fees and disbursements) for care, safekeeping, collection, sale, delivery or otherwise, apply the residue of the proceeds of the sales to the payment or reduction, either in whole or in part, for the benefit of Secured Party, of the Obligations.

(d) In the event that it becomes necessary to comply with any federal or state law or regulation or to make or file any registration thereunder in order for Secured Party to exercise any of its rights hereunder, Borrower expressly agrees to do or cause to be done all acts and prepare and execute all documents necessary to effect such compliance or registration, and to bear all reasonable costs in connection therewith. Borrower agrees to indemnify, defend and hold Secured Party harmless for, from and against any claim or liability caused by (i) any omission or alleged omission to state a material fact required to be stated, or necessary to make the statements, in light of the circumstances in which they are made, not misleading (as required in any registration or prospectus) or (ii) a failure to register or comply with any such law or regulation, unless such failure is caused by Secured Party.

(e) Borrower recognizes that Secured Party may be unable to affect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof. Borrower also acknowledges that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale. Borrower agrees that such sale shall not be deemed to have been made in a commercially unreasonable manner because it was conducted as a private sale.

(f) Borrower agrees, to the extent not prohibited by applicable law, that, following the occurrence and during the continuance of an Event of Default, it will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Agreement, or the absolute sale of the whole or any part of the Pledged Collateral or the possession thereof by any purchaser at any sale hereunder, and Borrower waives the benefit of all such laws to the extent not prohibited by applicable law. No failure or delay on the part of Secured Party to exercise any such right, power or remedy and no notice or demand which may be given to or made upon Secured Party with respect to any such remedies shall operate as a waiver thereof, or limit or impair Secured Party's right to take any action or to exercise any power or remedy hereunder, without notice or demand, or prejudice its rights as against Borrower.

(g) Borrower further agrees that a breach of any of the covenants contained in this Section 8 will cause irreparable injury to Secured Party, that Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 8 shall be specifically enforceable against Borrower, and Borrower hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that any of the Obligations are not then due and payable in accordance with the agreements and instruments governing and evidencing such obligations.

(h) The rights and remedies of Secured Party under this Agreement shall be cumulative and not exclusive of any other rights or remedies available to Secured Party at law or equity. In exercising such rights and remedies, Secured Party may be selective, and no failure or delay by Secured Party in exercising any right shall operate as a waiver

of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

8. Power of Attorney; Proxy. Upon and after an Event of Default and during its continuance, Borrower irrevocably designates, makes, constitutes and appoints Secured Party as its true and lawful attorney (and agent-in-fact) and Secured Party may, without notice to Borrower, and at such time or times thereafter as Secured Party, in its discretion, endorse the name of Borrower upon any checks, notes, acceptance, money orders, certificates, drafts or other forms of payment of security that come into Secured Party's possession; and do all acts and things necessary, in Secured Party's discretion, to fulfill the obligations of Borrower under this Agreement. The appointment set forth herein is deemed to be coupled with an interest and therefore irrevocable.

9. Waiver. No delay on Secured Party's part in exercising any power of sale, lien, option or other right hereunder, and no notice or demand which may be given to or made upon Borrower by Secured Party with respect to any power of sale, lien, option or other right hereunder, shall constitute a waiver thereof, or limit or impair Secured Party's right to take any action or to exercise any power of sale, lien, option, or any other right hereunder, without notice or demand, or prejudice Secured Party's rights as against Borrower in any respect. For purposes of executory process, Borrower acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Secured Party may, at its option, enforce any promissory note pledged hereby and cause the collateral therefore to be seized and sold by executory or other process in accordance with law and the terms of the collateral documents. **Without releasing or affecting any of its rights, Secured Party may, one or more times, in its sole discretion, without notice to or the consent of Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Borrower or any other party; (b) release or surrender in whole or in part Secured Party's rights with respect to any collateral for the Obligations; (c) grant any postponements, compromises, indulgences, waivers, surrenders or discharges of its agreements with Borrower; (d) change its manner of doing business with any other party; or (e) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations, and Borrower hereby expressly waives any defenses arising from any such actions.**

10. Termination. This Agreement shall terminate and be of no further force or effect at such time as the Obligations shall be paid and performed in full. Upon such payment and performance in full of the Obligations, Secured Party shall deliver to Borrower, the Pledged Collateral at the time subject to this Agreement and then in Secured Party's possession or control and all instruments of assignment executed in connection therewith, free and clear of the liens hereof and, except as otherwise provided herein, all of Borrower's obligations hereunder shall at such time terminate.

11. Lien Absolute. All rights of Secured Party hereunder, and all obligations of Borrower hereunder, shall be absolute and unconditional irrespective of:

(a) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations or any of Borrower's obligations under the Note, or any other amendment or waiver of or any consent to any departure from the Note or any other agreement or instrument governing or evidencing any Obligations or any of Borrower's obligations under the Note;

(b) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations or any of Borrower's obligations under the Loan Documents; or

(c) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Borrower.

12. Release. Borrower hereby waives notice of acceptance of this Agreement, and also presentment, demand, protest and notice of dishonor of any and all of the Obligations or any of Borrower's obligations under the Loan Documents, and promptness in commencing suit against any party hereto or liable hereon, and in giving any notice to or of making any claim or demand hereunder upon Borrower. No act or omission of any kind on Secured Party's part shall in any event affect or impair this Agreement. Borrower consents and agrees that Secured Party may at any time, or from time to time, in its discretion:

(a) renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Obligations; and

(b) exchange, release and/or surrender all or any of the Pledged Collateral, or any part thereof, by whomsoever deposited, which is now or may hereafter be held by Secured Party in connection with all or any of the Obligations; all in such manner and upon such terms as Secured Party may deem proper, and without notice to or further assent from Borrower, it being hereby agreed that Borrower shall be and remain bound upon this Agreement, irrespective of the value or condition of any of the Pledged Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Obligations may, at any time, exceed the aggregate principal amount thereof set forth in the Loan Documents.

13. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made.

14. Miscellaneous. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Secured Party, and be enforceable by, Secured Party and its successors and assigns. Secured Party may assign or otherwise transfer all or a portion of its rights and obligations under the Note to any assignee and such assignee shall thereupon become vested with all the benefits in respect thereof granted to Secured Party herein or otherwise. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of Secured Party and Borrower. Neither Secured Party, nor any of its respective officers, directors, employees, agents or counsel shall be liable for any action lawfully taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own negligence or misconduct. Time is of the essence in the performance of this Agreement, and each and every term thereof, by Borrower.

15. Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Agreement which are valid.

16. Notices. All notices and other communications provided to any party hereto under this Agreement shall be given in accordance with and at addresses set forth in the Loan Documents.

17. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

18. Counterparts. This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

20. [Reserved]

21. WAIVER OF JURY TRIAL. EACH OF BORROWER AND SECURED PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

22. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MISSISSIPPI WITHOUT REGARD TO ANY CHOICE OF LAW RULES WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed as an instrument under seal as of the date first written above.

BORROWER:

HCL LEVERAGE LENDER, LLC,
a Mississippi limited liability company

By: HCL Manager, LLC
Its: Managing Member

By: _____
Name: Robert O. Tatum, Jr.
Its: Authorized Agent

IN WITNESS WHEREOF, this Agreement has been duly executed as an instrument under seal as of the date first written above.

CITY:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Name: Johnny L. Dupree
Title: Mayor

[Signature Page to New CDBG Loan - Security and Pledge Agreement]

**MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET**

**DISASTER RECOVERY DIVISION
POST OFFICE BOX 849
JACKSON, MISSISSIPPI 39205-0849**

1. Recipient's Name, Address, and Telephone No. City of Hattiesburg Post Office Drawer 1898 Hattiesburg, MS 39403-1898 601-545-4501	2. Effective Date: December 20, 2011 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"> 3. Contract Number: R-103-205-02-KED </td> <td style="width: 50%; padding: 2px;"> Grant Number: R-103-205-02-KED </td> </tr> </table> 4. Modification Number: 1 5. Grant Identifier: (Funding Source & Year) CFDA Number : 14.219 & 14.228 6. Beginning and Ending Date December 20, 2011 – December 20, 2014 7. Page 1 of <u>3</u>	3. Contract Number: R-103-205-02-KED	Grant Number: R-103-205-02-KED
3. Contract Number: R-103-205-02-KED	Grant Number: R-103-205-02-KED		

8. As a result of this modification, funds obligated are changed as follows:

<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>
FROM: No change	FROM: N/A	FROM: No change
TO:	TO:	TO:
INCREASE:	INCREASE:	INCREASE:
DECREASE:	DECREASE:	DECREASE:

9. The above recipient is hereby modified as follows: The purpose of this modification is to change the benefitting business from Hub City Lofts, LLC, as shown in item #8 on the Subgrant Signature Sheet of the Grant Agreement, the CDBG application, and corresponding documents, to HCL Leverage Lender, LLC.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

12. Approved for Agency: Signature Date Name: Steven Hardin Title: Director, Community Services Division	13. Approved for Recipient: Signature Date Name: Johnny L. DuPree, Ph. D. Title: Mayor

Katrina Supplemental CDBG Program Budget Summary

Applicant: City of Hattiesburg

Funding Year: _____

Grant Year: _____

Contract: **#R-103-205-02-KED**

Description	MDA	IDIS	Other Funding Sources				
Administration			Katrina CDBG				Total
General Administration							\$ 0.00
Application Prep.							\$ 0.00
Audit							\$ 0.00
Subtotal (A)			\$0.00	\$0.00	\$0.00	\$0.00	\$ 0.00
Description	MDA	IDIS	Other Funding Sources				
Public Facilities			Katrina CDBG	Hub City Lofts, LLC			Total
Acquisition			\$2,000,000.00				\$2,000,000.00
Architectural/Engineering							\$ 0.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency							\$ 0.00
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection							\$ 0.00
Legal							\$ 0.00
Public Service							\$ 0.00
Rail							\$ 0.00
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)							\$ 0.00
Street & Road Improvements							\$ 0.00
Water Booster Station							\$ 0.00
Water Line(s)							\$ 0.00
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Other							\$ 0.00
Building Renovations				\$8,597,393.00			\$8,597,393.00
							\$ 0.00
Subtotal (B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$0.00	\$10,597,393.00
Grand Total (A + B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$0.00	\$10,597,393.00

MDA DRD

**BUDGET MODIFICATION WORKSHEET
CDBG FUNDS**

Recipient: City of Hattiesburg

Contract Number: R-103-205-02-KED

Activity	Current Budget	Proposed Budget	Change (+ -)
N/A	N/A	N/A	N/A
	TOTAL	TOTAL	TOTAL

Comments: The purpose of this modification is to change the benefitting business from Hub City Lofts, LLC, as shown in item #8 on the Subgrant Signature Sheet of the Grant Agreement, the CDBG application, and corresponding documents, to HCL Leverage Lender, LLC.

AMENDMENT NO. 1

MEMORANDUM OF AGREEMENT

A Memorandum of Agreement was entered into on July 16, 2011, by the City of Hattiesburg and Hub City Lofts, LLC. in connection with Katrina Supplemental CDBG Economic Development Grant Project Number R-103205-02-KED.

This Amendment will allow for the following language to be incorporated into the agreement:

The "Recipient" will now be referred to as HCL Leverage Lender, LLC. instead of Hub City Lofts, LLC.

This Amendment No. 1 is approved on this the ____ day of _____, 2012.

Robert O. Tatum, Jr.
HCL Leverage Lender, LLC

Johnny L. DuPree, Ph. D., Mayor
City of Hattiesburg

Attest:

Attest:

ButlerSnow 10041994v1



City of Hattiesburg, MS

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

Master

File Number: 2012-0975

File ID: 2012-0975

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/24/2012

Brief Title: USM Fire Protection Contract 2012

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/266

Title: Authorize Mayor to execute agreement between the University of Southern Mississippi and the City of Hattiesburg Fire Department to provide Fire Protection and Related Services for a one (1) year term, from July 1, 2012 to June 30, 2013, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Notes:

Sponsors:

Enactment Date:

Attachments: USM Fire Protection Contract 2012, USM Fire Protection Contract 2012 copy, Executed agreement.USM

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute agreement between the University of Southern Mississippi and the City of Hattiesburg Fire Department to provide Fire Protection and Related Services for a one (1) year term, from July 1, 2012 to June 30, 2013, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0975

Title

Authorize Mayor to execute agreement between the University of Southern Mississippi and the City of Hattiesburg Fire Department to provide Fire Protection and Related Services for a one (1) year term, from July 1, 2012 to June 30, 2013, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Summary

USM Fire Protection for 2012

Budget Information

Municipal Fire Protection

Expenditure Type

Contract

FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on this the 1st day of July, 2012,
between the City of Hattiesburg ("City") and the University of Southern Mississippi
("University") for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970.
2. It is the desire of the University that the City provide fire protection and related services to the aforesaid fire district to the same extent such protection and services are provided to the citizens of the City.
3. It has been determined that the City has the capability of providing the protection and services contemplated by the terms of this Agreement.
4. It is the desire of the parties to terminate all previous agreements relating to the providing of fire protection and related services to the University by the City.

AGREEMENT

1. Services: The City shall furnish to the University, fire protection and related services to the University to the same extent and at that same level provided to its Citizens.
2. Terms: The term of this Agreement shall be for one (1) years and shall commence on July 1, 2012 and shall terminate on June 30, 2013.
3. Consideration: During the term of this Agreement, the University shall pay unto the City an annual fee that is due by August 31 each year according to the following fees schedule:

August 31, 2012	\$95,652.00

4. Review and Adjustments: Annually and on or before the 1st day of May of each year of this Agreement, the protection and services being provided to the University by the City shall be reviewed by the University and appropriate members of the Hattiesburg Fire Department to determine whether or not there is any need to increase the level of services being provided by the City of to meet some specialized need of the University. If it is determined that there is a need to increase the level of services being provided to the University or if it is determined that there exists a specialized need by the University for fire protection, then and in that event, the annual fee herein provided shall be adjusted to compensate the City for the increased level of services or meeting the specialized needs of the University.
5. Related Services: The City shall provide support for all emergency situations on the University campus, including but not limited to incidents of hazardous waste spills and cleanup, persons trapped in elevators, concerts and other events of

public safety concerns. The University agrees to replace all materials used by the City in addressing any hazardous waste spill occurring on campus.

6. Communications: The University shall provide and maintain fire alarms, telephone lines and radio frequencies in order to establish more efficient communications between the Hattiesburg Fire Department and the University personnel at the Physical Plant Department and the Campus Police.
7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants and fire flow infrastructure located on campus and under its dominion and control consistent with established standards and provide the City with a current map detailing the location of all hydrants, valves and water mains.
8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.
9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.

10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

BY: _____
MAYOR

UNIVERSITY OF SOUTHERN MISSISSIPPI

ATTEST:

BY: _____

BY: _____
CITY CLERK

FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF FORREST

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between the City of Hattiesburg ("City") and the University of Southern Mississippi
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CITY OF HATTIESBURG, MS

BY: _____
MAYOR

UNIVERSITY OF SOUTHERN MISSISSIPPI

ATTEST:

BY: _____

BY: _____
CITY CLERK

FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF FORREST

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between the City of Hattiesburg ("City") and the University of Southern Mississippi
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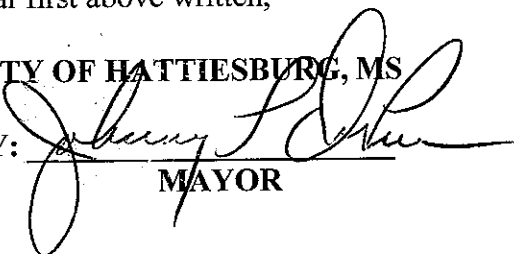
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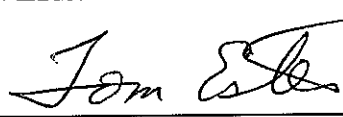
IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

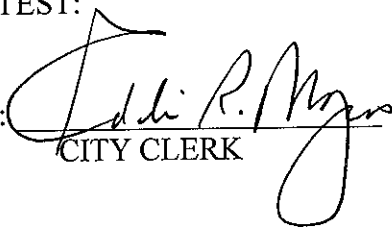
BY: 

MAYOR

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: 

ATTEST:

BY: 

CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2012-0988

File ID: 2012-0988

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/27/2012

Final Action: 08/07/2012

Brief Title: Authorize the Mayor to enter into an Agreement with Cellular South, Inc (C-Spire Wireless) for cellular service for the City of Hattiesburg for a minimum of two (2) years.

Minute Book Number: MB 2012-1/266-267

Title:

Authorize the Mayor to enter into an Agreement with Cellular South, Inc (C-Spire Wireless) for cellular service for the City of Hattiesburg for a minimum of two (2) years.

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg - Supplemental Agreement - July 11 2011.pdf, executed City of Hattiesburg - Supplemental Agreement - July 11 2011

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize the Mayor to enter into an Agreement with Cellular South, Inc (C-Spire Wireless) for cellular service for the City of Hattiesburg for a minimum of two (2) years.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0988

Title

Authorize the Mayor to enter into an Agreement with Cellular South, Inc (C-Spire Wireless) for cellular service for the City of Hattiesburg for a minimum of two (2) years.

Summary

Authorize the Mayor to enter into an Agreement with Cellular South, Inc (C-Spire Wireless) for cellular service for the City of Hattiesburg for a minimum of two (2) years.

**GOVERNING AUTHORITY
SUPPLEMENT TO
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT AGREEMENT
BETWEEN
CELLULAR SOUTH, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This document shall serve as a Supplement to the original Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") executed June 26, 2007, between Cellular South, Inc., a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 500, Ridgeland, MS 39157 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood by parties that this Supplement is on behalf of the City of Hattiesburg having its principal place of business at 220 West Front Street, Hattiesburg, MS 39401 (hereinafter referred to as "Governing Authority").

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

WHEREAS, the Contractor pricing in the Master Agreement is based upon the State's commitment to a guaranteed contract term; and

WHEREAS, Article 4 of the Master Agreement provides that any governing authority within Mississippi acquiring products and services under the Master Agreement will work with Contractor to mutually determine the applicable term of service;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1) The term of this Supplement shall be a minimum of two (2) years, beginning on (a) the date Governing Authority activates Service with Contractor (if the Governing Authority is a new customer), or (b) the date on which Contractor activates a new rate plan for the Services and Products applicable to Governing Authority (for existing customers) (hereinafter referred to as "Supplement Term"). It is understood and agreed that during the

Supplement Term Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific devices for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor. At the end of the Supplement Term this Supplement will terminate. Contractor will cease providing Governing Authority with Services and Products unless the parties agree to and execute a new agreement for the provision of Services and Products.

2) Governing Authority acknowledges and agrees that Governing Authority has been provided a special rate on the purchase of wireless Products and Services under this Supplement. Therefore, Governing Authority agrees that failure to maintain Service with Contractor for the Supplement Term shall result in an Early Termination Charge in addition to any other contractual damages caused by such termination. There are two (2) types of Early Termination Charges: (a) one for terminating data Services prior to the end of the Supplement Term; and (b) one for deactivating a wireless device/Product or Services prior to the end of the Supplement Term. Each Early Termination Charge is equal to One Hundred and Eighty Dollars (\$180.00). By way of example only, if Governing Authority purchases a wireless device with data Services (i.e. a Blackberry), then both Early Termination Charges apply and the maximum total Early Termination Charge is Three Hundred and Sixty Dollars (\$360.00) for that device/data Service. If Governing Authority purchases a wireless device with voice Services but no data Services, then the maximum total Early Termination Charge is One Hundred and Eighty Dollars (\$180.00). The Early Termination Charge allows Contractor to recover a portion of the losses it incurs by providing Governing Authority with a special discounted rate on the Products and Services. There shall be no Early Termination Charge in the event Customer terminates Service within thirty (30) days of executing this Supplement or activation of a new wireless device. The Early Termination Charge will be prorated over a period of twenty-four (24) months from the date of activation of the wireless Product and/or data Service. For example, if an employee of Governing Authority activates a new wireless Product along with data Service on January 1 and then terminates both use of the Product and the Service after eighteen (18) months, then the Early Termination Charge would be \$360 multiplied by a fraction with the numerator being the number of months remaining in the twenty-four (24) month term, six (6), and the denominator being the term of twenty-four (24) months, to yield an Early Termination Charge of Ninety Dollars (\$90).

3) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. The parties understand and agree that this Supplement is subject to and controlled by the terms and conditions set forth in the above referenced Master Agreement. Any additional discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement. Current Products, Services, and associated pricing are available on Cellular South's website for the State of Mississippi at <http://www.cellularsouth.com/msgov>. Questions concerning the Master Agreement may be directed to ITS at the address below or by calling (601) 432-8000.

- 4) Any correspondence between the parties required under this Supplement shall be addressed as follows:

If to Contractor:

Name: Cellular South, Inc.
Address: 1018 Highland Colony Parkway
Suite 500
Ridgeland, MS 39157
Attention: Janice Fitzgerald

If to Governing Authority:

Name: City of Hattiesburg
Address: P.O. Box 1898
Hattiesburg, MS 39403

If to ITS:

Name: MS Department of Information Technology Services
Address: 3771 Eastwood Drive
Jackson, MS 39211-6381
Attention: Paula Conn

- 5) All other provisions in the Master Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplement to be executed by their authorized undersigned representatives.

Governing Authority:

Contractor:

City of Hattiesburg

Cellular South, Inc.:

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Johnny Dupree

Printed Name: Sherry Stegall

Title: Mayor

Title: Senior Vice President

Date: _____

Date: _____

**GOVERNING AUTHORITY
SUPPLEMENT TO
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT AGREEMENT
BETWEEN
CELLULAR SOUTH, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This document shall serve as a Supplement to the original Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") executed June 26, 2007, between Cellular South, Inc., a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 500, Ridgeland, MS 39157 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood by parties that this Supplement is on behalf of the City of Hattiesburg having its principal place of business at 220 West Front Street, Hattiesburg, MS 39401 (hereinafter referred to as "Governing Authority").

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

WHEREAS, the Contractor pricing in the Master Agreement is based upon the State's commitment to a guaranteed contract term; and

WHEREAS, Article 4 of the Master Agreement provides that any governing authority within Mississippi acquiring products and services under the Master Agreement will work with Contractor to mutually determine the applicable term of service;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1) The term of this Supplement shall be a minimum of two (2) years, beginning on (a) the date Governing Authority activates Service with Contractor (if the Governing Authority is a new customer), or (b) the date on which Contractor activates a new rate plan for the Services and Products applicable to Governing Authority (for existing customers) (hereinafter referred to as "Supplement Term"). It is understood and agreed that during the

Supplement Term Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific devices for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor. At the end of the Supplement Term this Supplement will terminate. Contractor will cease providing Governing Authority with Services and Products unless the parties agree to and execute a new agreement for the provision of Services and Products.

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3) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. The parties understand and agree that this Supplement is subject to and controlled by the terms and conditions set forth in the above referenced Master Agreement. Any additional discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement. Current Products, Services, and associated pricing are available on Cellular South's website for the State of Mississippi at <http://www.cellularsouth.com/msgov>. Questions concerning the Master Agreement may be directed to ITS at the address below or by calling (601) 432-8000.

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If to ITS:

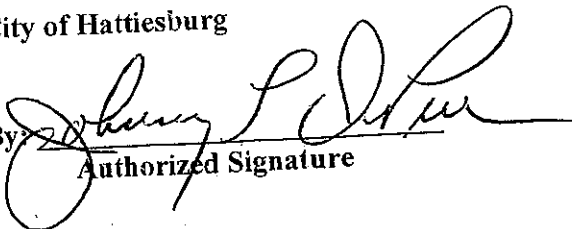
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By: 
Authorized Signature

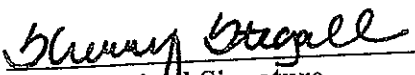
Printed Name: Johnny Dupree

Title: Mayor

Date: 8-07-12

Contractor:

Cellular South, Inc.:

By: 
Authorized Signature

Printed Name: Sherry Stegall

Title: Senior Vice President

Date: 8/13/12



City of Hattiesburg, MS

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

Master

File Number: 2012-0976

File ID: 2012-0976

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/24/2012

Brief Title: Fire Grant Application 2012

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/267

Title:

Authorize Mayor to execute the FY2012 Application for Assistance to Firefighters Grant to be administered by FEMA and The United States Department of Homeland Security.
(The grant will be used for requested equipment as: Foam Trailer)

.Expenditure Type

Grant Application

Notes:

Sponsors:

Enactment Date:

Attachments: Fire Grant Application

Enactment Number:

Contact:

Meeting Date:

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute the FY2012 Application for Assistance to Firefighters Grant to be administered by FEMA and The United States Department of Homeland Security.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0976

Title

Authorize Mayor to execute the FY2012 Application for Assistance to Firefighters Grant to be administered by FEMA and The United States Department of Homeland Security.
(The grant will be used for requested equipment as: Foam Trailer)

.Expenditure Type

Grant Application

Entire Application

Overview

*Did you attend one of the workshops conducted by DHS's regional fire program specialist? No, I have not attended workshop *Was a workshop offered within 2 hours drive? Yes
*Are you a member, or are you currently involved in the management, of the fire department or non-affiliated EMS organization applying for this grant with this application? Yes, I am a member/officer of this applicant

If you answered No, please **complete** the information below. If you answered Yes, please skip the Preparer Information section.

Fields marked with an * are required.

Preparer Information

* Preparer's Name

* Address 1

Address 2

* City

* State

* Zip

-
[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a Chief Officer or long time member of the organization who will see this grant through completion. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

Primary Point of Contact

* Title

Battalion Chief

Prefix (check one)

* First Name

Robert

Middle Initial

V

* Last Name

Pickering

* Business Phone (e.g. 123-456-7890)

601-545-4650 Ext.

* Home Phone (e.g. 123-456-7890)

601-261-3878 Ext.

Mobile Phone/Pager (e.g. 123-456-7890)

601-270-8728

Fax (e.g. 123-456-7890)

601-545-4652

* Email (e.g. user@xyz.org)

rpickering@hattiesburgms.com

Contact Information

Alternate Contact Information Number 1

* Title	Fire Chief
Prefix	N/A
* First Name	David
Middle Initial	
* Last Name	Webster
* Business Phone	601-582-3311 Ext.
* Home Phone	601-582-3312 Ext.
Mobile Phone/Pager	601-329-6247
Fax	601-545-4982
* Email	dwebster@hattiesburgms.com

Alternate Contact Information Number 2

* Title	Lt
Prefix	N/A
* First Name	Nick
Middle Initial	
* Last Name	Hanetho
* Business Phone	601-545-4650 Ext.
* Home Phone	601-545-4651 Ext.
Mobile Phone/Pager	601-467-5686
Fax	601-545-4652
* Email	nhanetho@hattiesburgms.com

Applicant Information

EMW-2012-FO-05406

Originally submitted on 07/06/2012 by Robert Pickering (Userid: rpickering)

Contact Information:

Address: 53 Academy Dr

City: Hattiesburg

State: Mississippi

Zip: 39401

Day Phone: 6015454650

Evening Phone: 6012613878

Cell Phone: 6012708728

Email: rpickering@hattiesburgms.com

Application number is EMW-2012-FO-05406

* Organization Name	Hattiesburg Fire Department
* Type of Applicant	Fire Department/Fire District
* Type of Jurisdiction Served	City
If other, please enter the type of Jurisdiction	
* <u>Employer Identification Number</u>	64-6000432
* What is your organization's <u>DUNS Number</u> ?	079448130 (call 1-866-705-5711 to get a DUNS number)
Headquarters or Main Station Physical Address	
* Physical Address 1	622 Corrine St.
Physical Address 2	53 Academy Dr.
* City	Hattiesburg
* State	Mississippi
* Zip	39401 - 3434 Need help for ZIP+4?
Mailing Address	
* Mailing Address 1	PO Box 1898
Mailing Address 2	
* City	Hattiesburg
* State	Mississippi
* Zip	39403 - 1898 Need help for ZIP+4?
* Please describe all grants that you have received from DHS, for example, 2008 AFG grant for a vehicle or 2010 HSGP grant for exercises. (Enter N/A if Not Applicable).	
2004 AFG for replacement SCBA units	
2009 AFG for PPE Decon Equipment & CPAT/Wellness Equipment	
2011 AFG for Thermal Imaging Equipment & Training	
Account Information	
* Type of bank account	Checking
* Bank routing number - <u>9 digit</u> number on the bottom	

left hand corner of your check

*Your account number

4000000-120

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

* If awarded the AFG grant, will your organization expend more than \$500,000 in Federal funds during your organization's fiscal year in which this AFG grant was awarded? No

* Is the applicant delinquent on any Federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Department Characteristics (Part I)

* Are you a member of a Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property? No

* What kind of organization do you represent? All Paid/Career

If you answered combination, above, what is the percentage of career members in your organization? %

If you answered volunteer or combination or paid on-call, how many of your volunteer Firefighters are paid members from another career department?

* What type of community does your organization serve? Suburban

* Is your Organization considered a Metro Department? No

* What is the square mileage of your first-due response area? 56

* What percentage of your response area is protected by hydrants? 95 %

* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? Forrest County

* Does your organization protect critical infrastructure of the state? Yes

* How much of your jurisdiction's land use is for agriculture, wildland, open space, or undeveloped properties? 28 %

* What percentage of your jurisdiction's land use is for commercial and industrial purposes? 37 %

* What percentage of your jurisdiction's land is used for residential purposes? 35 %

- * How many occupied structures (commercial, industrial, residential, or institutional) in your jurisdiction are more than three stories tall? Do not include structures which are not regularly occupied such as silos, towers, steeples, etc. 30
- * What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served? 47000
- * Do you have a seasonal increase in population? No
- If "Yes" what is your seasonal increase in population?
- * How many active firefighters does your department have who perform firefighting duties? 118
- * How many ALS level trained members do you have in your department/organization? 0
- * How many stations are operated by your organization? 8
- * Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)? Yes
- * Do you currently report to the National Fire Incident Reporting System (NFIRS)? Yes
- If you answered yes above, please enter your FDIN/FDID 18004
- * What percent of your active firefighters are trained to the level of Firefighter I? 100 %
- * What percent of your active firefighters are trained to the level of Firefighter II? 100 %

If you answered less than 100% to either question above, are you requesting for training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

* What services does your organization provide?

Structural Fire Suppression	Emergency Medical Responder	
Wildland Fire Suppression		Haz-Mat Technical Level
Airport Rescue Firefighting (ARFF)		Rescue Technical Level

* Please describe your organization and/or community that you serve. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

The Hattiesburg Fire Department (HFD), a 118-member all-career organization, provides fire suppression and prevention, EMS first response, technical rescue and HAZMAT services from eight stations distributed throughout its fifty-six square-mile primary response area. The city of Hattiesburg, known as the "Hub City" for its regionally central location, is south-central Mississippi's retail, medical, and educational destination. From its resident population of about 47,000, a typical workday sees well over 150,000 people within the city limits. Hattiesburg is home to two universities and two colleges, three major railroads, and three four-lane thoroughfares: I-59, US 49 and US 98. HFD also provides mutual aid to Camp Shelby Joint Forces Training Center, the nation's largest state-owned military training facility, as well as a regional airport, the neighboring city

of Petal, and nine volunteer fire departments in two counties. Through mutual aid, HFD services potentially impact an additional 100,000 persons in the Hattiesburg Metropolitan Statistical Area. Even further, HFD is the lead agency for Mississippi Taskforce III, a regional disaster response team to which the department provides sixteen structural collapse and special rescue technicians who are deployable throughout our state and beyond.

Fire Department Characteristics (Part II)

	2011	2010	2009
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three years?	2	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three years?	0	7	3
* What is the total number of line of duty member fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three years?	2	6	0
* Over the last three years, what was your organization's average operating budget?		7445000	
* What percentage of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?		90 %	
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%			
Taxes?	95 %		
<u>EMS Billing?</u>	0 %		
Grants?	1 %		
Donations?	0 %		
Fund drives?	0 %		
<u>Fee for Service?</u>	0 %		
Other?	4 %		
If you entered a value into Other field (other than 0), please explain	\$210,000 from Insurance Rebate money and \$95,000 from the University of Southern MS for fire protection services		

* Please describe your organization's need for Federal financial assistance. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

HFD suffers budget concerns just as many locations throughout our nation. Under these difficulties HFD is still faced with growing life safety concerns and critical infrastructure protect issues. With the majority of the cities revenue dependent upon property taxes and sales tax revenues it has been challenging to maintain and to meet new safety concerns under the current economic hardships within the region and country. These economic conditions exaggerate the needs in an area already considered one of the poorest regions of our nation. Currently the unemployment rate in Hattiesburg is 8.6% and estimates place the per capita income for Hattiesburg around \$20,086 which is over 25% lower than the national average. Even with income at this low level the cost of living estimates for Hattiesburg are only 7% below the national averages, thus shrinking the purchasing power of individual households resulting in lower tax revenues. This situation is also exasperated with a poverty rate of 28.3% in Hattiesburg which exceeds the national rate by twice the national average.

The economic condition outlined above along with shrinking federal aid has greatly reduced the city's ability to maintain budget former budget levels. HFD, just as other city departments, has seen annual budget cuts

resulting in over a 20% reduction in overall budget monies over the last four years. With 90% of the budget covering payroll expenses, it has become almost impossible to purchase new equipment and maintain the desired levels of service to the community and surrounding area. Request for mutual aid agreements and training continue to grow but equipment and training to supply these request continue to limit the ability to meet them in an effective manner.

* How many vehicles does your organization have in each of the types or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.** (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface	8	2	40
Ambulances for transport and/or emergency response	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	2	1	12
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	1	0	2
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	0	0	0
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle,	12	0	12

Department Call Volume

	2011	2010	2009
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)			
Working Structural Fires	113	106	109
False Alarms/Good Intent Calls	463	304	319
Vehicle Fires	57	52	68
Vegetation Fires	135	88	69
EMS-BLS Response Calls	2450	1486	199
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Vehicle Accidents w/o			

Extrication	179	124	121
Vehicle Extrications	64	30	37
Other Rescue	57	66	26
Hazardous Condition/Materials Calls	253	194	217
Service Calls	85	39	111
Other Calls and Incidents	255	123	93
Total	4111	2612	1369

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

What is the total acreage of all vegetation fires?	300	475	380

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

In a particular year, how many times does your organization receive mutual/automatic aid?	4	0	0

In a particular year, how many times does your organization provide mutual/automatic aid? (Do not include first-due responses claimed above).	9	7	8

Total Mutual / Automatic Aid	13	7	8

Out of the mutual/automatic aid responses, how many were structure fires?	2	3	3

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application **you will need to submit separate applications.**

Program Name

Operations and Safety

2. Will this grant benefit more than one organization?

Yes

If you answered Yes to Question 2 above, please explain.

We currently assist several fire departments within our region with mutual aid assistance. This mutual aid consists of a first response to a natural gas storage salt dome that lies within in three miles of the city limits of Hattiesburg. This equipment will also be available for a mutual aid response to a multimillion barrel petroleum tank farm 20 minutes north of Hattiesburg and to any other department within our region if needed.

3. Enter Grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

Request Details

The activities for program Operations and Safety are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	1	\$ 55,000	\$ 0
Modify Facilities	0	\$ 0	\$ 0
Personal Protective Equipment	0	\$ 0	\$ 0
Training	0	\$ 0	\$ 0
Wellness and Fitness Programs	0	\$ 0	\$ 0
* Total Funding for all EMS requested in this application		\$0	
Grant-writing fee associated with the preparation of this request.		\$0	

Equipment**Equipment Details**

1. What equipment will your organization purchase with this grant?

Specialized Equipment

* Please provide further description of the item selected from the drop down list.

HFD is seeking to purchase a foam trailer with 1 3/4" and 2 1/2" preconnected outlets as well as removable masterstream foam nozzle. The unit will have a built in foam system and carry two 330 gallon foam totes.

2. Number of units:

1 (whole number only)

3. Cost per unit:

\$ 55000 (whole dollar amounts only)

4. Generally the equipment purchased under this grant program will:

Be bought for the first time

If you selected "replacing equipment" above, please specify the age of equipment in years. N/A

5. Generally the equipment purchased under this grant program is:

Will bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc.
Please explain how this equipment will bring the organization into voluntary compliance in the space provided to the right.

This equipment will provide a means of establishing and operating an unmanned master stream device with foam capability; therefore, reducing the risk to firefighters during extended fire suppression operations.

6. Will the item requested benefit other organizations or otherwise be available for use by other organizations?

Yes

If you answered Yes in the question above, please explain:

This unit will be used both inside the city of Hattiesburg for foam applications as well as in mutual aid responses. Two primary mutual aid uses will be a natural gas storage salt dome in the neighboring city of Petal and the multimillion barrel petroleum tank farm in Collins, MS which is approximately twenty minutes away.

7. Will this equipment be used for wildland firefighting purposes?

No

8. Is your department trained in the proper use of this equipment being requested?

Yes

9. Are you requesting funding for training? (Funding for requested training should be requested in the Equipment Additional Funding section).

No

10. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes

Firefighting Equipment - Narrative

* Section # 1 Project Description: In the space provided below include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc.? *3000 characters

The funds requested from this grant program will be use to purchase a foam trailer unit. This unit will enable adequate amounts of foam concentrate and equipment to be delivered to an emergency scene and provide the capability to establish remote unmanned foam and master streams to increase firefighter safety through reducing their exposure time to large scale fire responses at numerous industrial sites, rail yards, highway emergencies and mutual aid responses.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *3000 characters

The purchase of this unit will greatly enhance the firefighting capabilities of the Hattiesburg Fire Department and increase the safety of the firefighters responding. This unit provides the ability to fight fires in a much more effective manner when foam is needed to extinguish a fire and provides remote unmanned master stream devices for long term operations. This unit increases effective firefighting operations through delivering the necessary foam concentration to a scene and establishing sustainable foam solution through the utilization of the large foam totes versus the use of small 5 gallon pails, allowing firefighters to focus on fire suppression instead of manning a foam induction system.

* Section # 3 Statement of Effect: How would this award affect the daily operations of your department (i.e., describe how frequently the equipment will be used or what the benefits will provide the personnel in your department)? How would this award affect your department's ability to protect lives and property in your community? *3000 characters

This equipment will be housed at the central station in downtown Hattiesburg. This location allows for quick deployment of the foam unit to the downtown rail yard and the primary industrial sites of concern within the city limits of Hattiesburg. This location will also place the unit in the closest station to the natural gas salt dome in Petal, MS for response to that location is necessary. The unit will be versatile in its configuration to allow for use with our without foam concentration depending on the type of situation the department is facing. The accessory master stream devices will be mobile so the trailer will be able to support defensive operations a large structure fires as well as a means of fast attack suppression on highway motor carrier fires.

* Section # 4 In the space provided below include details regarding your organization's request not covered in any other section. *3000 characters

The HFD is currently working with the Forrest County Emergency Management District to develop a response plan for the two rail yards and railroad right of ways throughout the city of Hattiesburg. This unit will be an integral part of response efforts for railroad emergency responses due to the large fire potential. Without this unit current foam educators and apparatus mounted foam systems are not large enough or maneuverable enough to be used in many of the potential scenarios faced by HFD related to railroad response.

Budget

Budget Object Class

	\$ 0
a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 55,000
d. Equipment	\$ 0
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0

i. Indirect Charges	\$ 0
j. State Taxes	\$ 0
Federal and Applicant Share	
Federal Share	\$ 49,500
Applicant Share	\$ 5,500
Federal Rate Sharing (%)	90/10
* <u>Non-Federal Resources</u> <i>(The combined Non-Federal Resources must equal the Applicant Share of \$ 5,500)</i>	
a. Applicant	\$ 5,500
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget	\$ 55,000

Narrative Statement

For 2011 and on, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or

financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Robert Pickering** on **07/06/2012**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity

(Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street

City

State

Zip

Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by Robert Pickering on 07/06/2012

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

This form is not applicable

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Information	Complete
Request Details	Complete
Budget	Complete
Narrative Statement	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- **YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED.** If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- **When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:**

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: the primary contact will be responsible for signing and submitting the application. Fields marked with an * are required.

I, Robert V Pickering, am hereby providing my signature for this application as of 06-Jul-2012.



City of Hattiesburg, MS

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

Master

File Number: 2012-0964

File ID: 2012-0964

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/16/2012

Final Action: 08/07/2012

Brief Title: Approve Change Order and Authorize Mayor to execute Supplemental Agreement with Neel-Schaffer, Inc. for the 4th Street Expansion Project Phase I.

Minute Book Number: MB 2012-1/264

Title:

Authorize Supplemental Agreement to the Professional Services Agreement with Neel-Schaffer, Inc. for the 4th Street Expansion Project Phase I (Project No. HPP-8750-00(003) LPA 104873-801000) dated July 17, 2007; Authorize Mayor to execute said agreement in triplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Neel-Schaffer Supplemental Agreement, Neel-Schaffer Supplemental Agreement Contract, executed Neel-Schaffer Supplemental Agreement Contract

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Supplemental Agreement to the Professional Services Agreement with Neel-Schaffer, Inc. for the 4th Street Expansion Project Phase I (Project No. HPP-8750-00(003) LPA 104873-801000) dated July 17, 2007; Authorize Mayor to execute said agreement in triplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0964

Title

Authorize Supplemental Agreement to the Professional Services Agreement with Neel-Schaffer, Inc. for the 4th Street Expansion Project Phase I (Project No. HPP-8750-00(003) LPA 104873-801000) dated July 17, 2007; Authorize Mayor to execute said agreement in triplicate.

Summary

Authorize Supplemental Agreement to the Professional Services Agreement with Neel-Schaffer, Inc. for the 4th Street Expansion Project Phase I (Project No. HPP-8750-00(003) LPA 104873-801000) dated July 17, 2007; Authorize Mayor to execute said agreement in triplicate.

Budget Information

072201.6015

\$35,430.00

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

July 12, 2012

Bert Kurykendall, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: Project No. HPP-8750-00(003)LPA/104873-801000
4th Street Improvements – 25th Avenue to Hutchinson Avenue
Supplemental Agreement
City of Hattiesburg, Forrest County, Mississippi

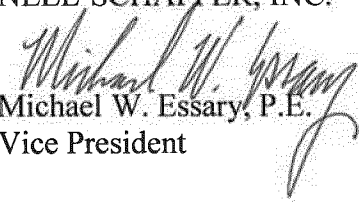
Dear Mr. Kurykendall:

Enclosed please find three (3) originals of the supplemental agreement to the agreement for professional services contract between the City of Hattiesburg and Neel Schaffer for the above referenced project. The original scope of services did not include the following, but were requested:

- Revision of the plans – Changing the street lane widths from 12.5' to 11.0' and adding median islands along the project. (This affected most plan sheets as well as changed pay item quantities)
- Landscaping plan – A landscaping plan was developed for the project
- Assistance with right of way acquisition - This included meeting with property owners, flagging right of way limits, preparing drawings, and preparing/attending an eminent domain case. There were (94) total parcels that had to be acquired over the past 2-1/2 years.

If you have any questions, comments or need additional information concerning this matter, please feel free to call me at (601) 545-1565.

Sincerely,
NEEL-SCHAFFER, INC.


Michael W. Essary, P.E.
Vice President

MWE

Attachment

4th STREET IMPROVEMENTS - PHASE I

Project No. HPP 8750-00(003)LPA/104873-811000

Revision of Plans - Change the Typical Section / Modify Plan Sheets

<u>Classification</u>	<u>Estimated Labor Hours</u>	<u>Estimated Labor Rate</u>	<u>Cost</u>
Senior Engineer Manager	16	\$155.00	\$2,480.00
Engineer	64	\$85.00	\$5,440.00
Engineer Technician	24	\$65.00	\$1,560.00
Total Labor Cost =			\$9,480.00

Development of a Landscape Plan

<u>Classification</u>	<u>Estimated Labor Hours</u>	<u>Estimated Labor Rate</u>	<u>Cost</u>
Landscape Architect	84	\$75.00	\$6,300.00
Total Labor Cost =			\$6,300.00

Assistance with Right-of-Way Acquisition

(94 Total Easements to Acquire)

<u>Classification</u>	<u>Estimated Labor Hours</u>	<u>Estimated Labor Rate</u>	<u>Cost</u>
Engineer (October 2009 - July 2012)	194	\$85.00	\$16,490.00
Engineer Technician	32	\$65.00	\$2,080.00
Clerical	24	\$45.00	\$1,080.00
Total Labor Cost =			\$19,650.00

Revision of Plans - Change the Typical Section / Modify Plan Sheets \$9,480.00

Development of a Landscape Plan \$6,300.00

Assistance with Right-of-Way Acquisition \$19,650.00

Total for Additional Professional Services \$35,430.00

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF HATTIESBURG
AND
NEEL-SCHAFFER, INC.

4TH STREET IMPROVEMENTS
PROJECT No. HPP 8750-00(003) LPA/104873-811000

THIS IS AN AMENDMENT made on _____, to the Prime Agreement for Professional Services (Prime Agreement) between the **CITY OF HATTIESBURG**, P. O. Box 1898, Hattiesburg, Mississippi 39403-1898 (**OWNER**) and **NEEL-SCHAFFER, INC.**, 704 Hardy Street, Hattiesburg, Mississippi 39401 (**ENGINEER**) executed on August 2, 2007 for Design Phase Services on the 4th Street Improvements Project. The original contract was a fixed fee amount of \$117,870.00.

1. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement, Exhibit 2 – Scope of Work, as requested by the Owner:
 - a) Revisions to the plans modifying the typical section:
 - b) Revisions to the plans to include a Landscape Plan:
 - c) Assistance with Right-of Way acquisition:

2. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement, Exhibit 3 – Fees and Expenses: Total: \$153,300.00

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: CITY OF HATTIESBURG

ENGINEER: NEEL-SCHAFFER, INC.

WITNESS: _____

WITNESS: _____

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF HATTIESBURG
AND
NEEL-SCHAFFER, INC.

4TH STREET IMPROVEMENTS
PROJECT NO. HPP 8750-00(003) LPA/104873-811000

THIS IS AN AMENDMENT made on 8-07-12, to the Prime Agreement for Professional Services (Prime Agreement) between the **CITY OF HATTIESBURG**, P. O. Box 1898, Hattiesburg, Mississippi 39403-1898 (**OWNER**) and **NEEL-SCHAFFER, INC.**, 704 Hardy Street, Hattiesburg, Mississippi 39401 (**ENGINEER**) executed on August 2, 2007 for Design Phase Services on the 4th Street Improvements Project. The original contract was a fixed fee amount of \$117,870.00.

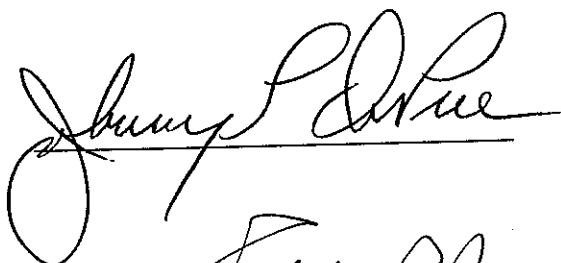
1. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement, Exhibit 2 – Scope of Work, as requested by the Owner:
 - a) Revisions to the plans modifying the typical section:
 - b) Revisions to the plans to include a Landscape Plan:
 - c) Assistance with Right-of Way acquisition:

2. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement, Exhibit 3 – Fees and Expenses: Total: \$153,300.00

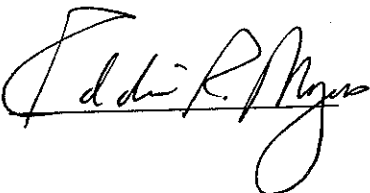
IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: CITY OF HATTIESBURG

ENGINEER: NEEL-SCHAFER, INC.



WITNESS:



WITNESS:





City of Hattiesburg, MS

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

Master

File Number: 2012-1001

File ID: 2012-1001

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 07/30/2012

Brief Title: Approve Amendment to Agreement with AT&T

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/267

Title:

Approve amendment to agreement with AT&T for Interact Public Safety Software, Approved at minute book number 2011-5 pg 531-544, .

Notes:

Sponsors:

Enactment Date:

Attachments: amendmentagreement at&t.pdf, executed
amendmentagreement at&t

Enactment Number:

Contact:

Meeting Date:

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/07/2012	Approve				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Approve amendment to agreement with AT&T for Interact Public Safety Software, Approved at minute book number 2011-5 pg 531-544, Increasing total Contract Price from \$785,528.38 to \$796,589.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1001

Title

Approve amendment to agreement with AT&T for Interact Public Safety Software, Approved

at minute book number 2011-5 pg 531-544, .

Summary

Interact Public Safety Software

Budget Information

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information



AT&T Capital Services, Inc.
2000 W. AT&T Center Dr
Hoffman Estates, IL 60192-5000
Office 800/323-7311

AMENDMENT TO SCHEDULE NO. 001-4802200-001 TO THE
EQUIPMENT LEASE-PURCHASE AGREEMENT DATED 09/12/2011
BY AND BETWEEN
AT&T CAPITAL SERVICES, INC. ("LESSOR") AND
CITY OF HATTIESBURG, MISSISSIPPI ("LESSEE")

July 27, 2012

ATTN: ANGIE SANFORD
CITY OF HATTIESBURG, MISSISSIPPI
200 FORREST ST
HATTIESBURG, MS 39401

Dear ANGIE SANFORD:

Effective as of **COMMENCEMENT DATE**, the above referenced Schedule and all related documentation are hereby amended as follows:

- ☒ Acquisition cost changed from **\$705,674.00** to **\$796,589.00**.
- ☒ Equipment added
Equipment description: 1) InterAct Client Licenses w/workstation; 1) InterAct Standard Workstation, 2) Dell E190S 19" LCD, 1) Quad Video Card, 1) Staging & Installation per workstation, 1) InterActGIS Client License, 1) InterActMobile State/NCIC Interface Software for PocketCop, 25) InterActPocketCop Client License, 25) Two Factor Tokens, 1) InterActPocketCop-Admin Training & User Training, Installation of InterActMobile Equipment, 1) InterActNG911 HG MIS Software Package, 1) InterActNG911 Guardian Operator License, 1) Position Audio Control Module, 1) IRR, 2) Workstation-Quad Video Capable-Monitors not included T3500, 4) 19" Monitor, 1) Genovation Keypad, 1) Responder Add On-Add ALL to IP Phone, 1) Aastra SIP Phone, 1) InterActNG911 Installation Services (per day) Remote Installation Support, InterActNG911 Shipping Charges, 1) SAS Courts Software Module(s) (15 View Only Users), 2) InterAct Project Management Services Entire Project.
- ☒ Rental payment changed from **1 mos. @ \$110,918.34** and **60 mos. @ \$10,918.39** to **1 mos. @ \$100,000.00** and **60 mos. @ \$12,556.56** (plus applicable taxes).

The Lessee agrees and acknowledges that the Request for Insurance originally signed by the Lessee for this Schedule will apply to the additional Equipment listed above.

All other terms and conditions of the Schedule and the Equipment Lease-Purchase Agreement ("Agreement") shall remain in full force and effect. All capitalized terms used herein and not defined herein shall have the meanings as set forth or referred to in the Agreement. Please sign and return this amendment to **Tiera Motto** within five days, indicating your approval of the modifications(s) to the Schedule.

AGREED AND ACCEPTED:

AT&T CAPITAL SERVICES, INC.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

BY: _____

TITLE: _____

TITLE: _____

THE LOGO APPEARING ON THIS DOCUMENT IS A FEDERALLY REGISTERED TRADEMARK AND MAY NOT BE USED IN ANY WAY NOR MAY THIS DOCUMENT BE ALTERED OR MANIPULATED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF AT&T CAPITAL SERVICES, INC. LESSEE MAY TRANSFER THIS DOCUMENT FROM ELECTRONIC FORMAT TO A TANGIBLE ONE BY PRINTING IT IN ITS UNALTERED STATE.



Addendum to City of Hattiesburg MS11-2144-00 (MS12-0356-01)

7/30/2012

	Qty	Unit		Total	
		Non-Recurring	Monthly Recurring	Non-Recurring	Monthly Recurring
InterAct CAD - additional position, hardware	1	\$3,563		\$3,563	
InterAct CAD - additional position, software	1	\$15,549		\$15,549	
InterAct CAD - additional position, services	1	\$2,500		\$2,500	
InterAct CAD - additional position, maintenance, per month	1		\$170	\$0	\$170
NG911 Additional Position, Hardware, each	1	\$4,830		\$4,830	
NG911 Additional Position, Software, each	1	\$15,672		\$15,672	
NG911 Additional Position, Services, each	1	\$4,264		\$4,264	
NG911 Additional Position, Maintenance, each	1		\$240	\$0	\$240
InterActPocketCop, each	25	\$533	\$10	\$13,313	\$250
InterActPocketCop Two Factor Tokens, each	25	\$161		\$4,013	
OMNI COURT - 15 view only users	1	\$19,688	\$211	\$19,688	\$211
InterActMobile State/NCIC Interface Software for PocketCop, each	1	\$3,125		\$3,125	
InterActPocketCop, User training	1	\$1,250		\$1,250	
InterActPocketCop, Admin training	1	\$1,250		\$1,250	
InterActPocketCop, Installation, each	25	\$76		\$1,900	
				\$90,915	\$871



Addendum Agreement

Case Number MS12-0356-02

THE UNDERSIGNED PARTIES, AT&T Mississippi, ("Company") and City of Hattiesburg, MS ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement (CSA) Agreement MS11-2144-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 9/26/2012.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



Addendum Agreement

Case Number MS12-0356-02

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
City of Hattiesburg, MS

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
AT&T Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

Service description:

This Addendum Agreement provides a one-time charge for purchase and installation of additional E911 Public Safety Answering Point (PSAP) equipment and software provided by InterAct Systems, Inc.

All terms and conditions of Special Service Arrangement Agreement MS11-2144-01 apply to this Addendum Agreement unless modified herein.



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Nonrecurring Charge = Customer Purchase (includes installation) InterAct CAD-additional position, Hardware (Addendum to MS11-2144-01. Add rate element.)	\$3,563.00	\$.00	
2	Nonrecurring Charge = Customer Purchase (includes installation) InterAct CAD-additional position, Software (Addendum to MS11-2144-01. Add rate element.)	\$15,549.38	\$.00	
3	Nonrecurring Charge = Customer Purchase (includes installation) InterAct CAD-additional position, Services (Addendum to MS11-2144-01. Add rate element.)	\$2,500.00	\$.00	
4	Monthly Rate = Maintenance InterAct CAD-additional position, Maintenance per month (Addendum to MS11-2144-01. Add rate element.)	\$.00	\$170.00	
5	Nonrecurring Charge = Customer Purchase (includes installation) NG911 Additional Position, Hardware, each (Addendum to MS11-2144-01. Add rate element.)	\$4,829.73	\$.00	
6	Nonrecurring Charge = Customer Purchase (includes installation) NG911 Additional Position, Software, each (Addendum to MS11-2144-01. Add rate element.)	\$15,672.00	\$.00	



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

RATES AND CHARGES

7	Monthly Rate = Maintenance NG911 Additional Position, Maintenance (Addendum to MS11-2144-01. Add rate element.)	\$.00	\$240.00
8	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct PocketCop, each (Addendum to MS11-2144-01. Add rate element.)	\$532.50	\$10.00
9	Nonrecurring Charge = Customer Purchase (includes installation) InterAct PocketCop, Two Factor Tokens, each (Addendum to MS11-2144-01. Add rate element.)	\$160.50	\$.00
10	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Omni Court-15 View only users (Addendum to MS11-2144-01. Add rate element.)	\$19,687.50	\$211.00
11	Nonrecurring Charge = Customer Purchase (includes installation) NG911 Additional Position, Services, each (Addendum to MS11-2144-01. Add rate element.)	\$4,264.00	\$.00
12	Nonrecurring Charge = Customer Purchase (includes installation) InterActMobile State/NCIC Interface Software for PocketCop, each (Addendum to MS11-2144-01. Add rate element.)	\$3,125.00	\$.00



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

RATES AND CHARGES

13	Nonrecurring Charge = Customer Purchase (includes installation) InterActPocketCop, User training (Addendum to MS11-2144-01. Add rate element.)	\$1,250.00	\$.00
14	Nonrecurring Charge = Customer Purchase (includes installation) InterActPocketCop, Admin training (Addendum to MS11-2144-01. Add rate element.)	\$1,250.00	\$.00
15	Nonrecurring Charge = Customer Purchase (includes installation) InterActPocketCop, Installation (Addendum to MS11-2144-01. Add rate element.)	\$76.00	\$.00



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

RATES AND CHARGES

NOTES:

There are no other additions, deletions or changes to the above referenced Special Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1



AT&T Capital Services, Inc.
2000 W. AT&T Center Dr
Hoffman Estates, IL 60192-5000
Office 800/323-7311

**AMENDMENT TO SCHEDULE NO. 001-4802200-001 TO THE
EQUIPMENT LEASE-PURCHASE AGREEMENT DATED 09/12/2011**

**BY AND BETWEEN
AT&T CAPITAL SERVICES, INC. ("LESSOR") AND
CITY OF HATTIESBURG, MISSISSIPPI ("LESSEE")**

July 27, 2012

ATTN: ANGIE SANFORD
CITY OF HATTIESBURG, MISSISSIPPI
200 FORREST ST
HATTIESBURG, MS 39401

Dear ANGIE SANFORD:

Effective as of **COMMENCEMENT DATE**, the above referenced Schedule and all related documentation are hereby amended as follows:

- ☒ Acquisition cost changed from **\$705,674.00** to **\$796,589.00**.
- ☒ Equipment added
Equipment description: 1) InterAct Client Licenses w/workstation; 1) InterAct Standard Workstation, 2) Dell E190S 19" LCD, 1) Quad Video Card, 1) Staging & Installation per workstation, 1) InterActGIS Client License, 1) InterActMobile State/NCIC Interface Software for PocketCop, 25) InterActPocketCop Client License, 25) Two Factor Tokens, 1) InterActPocketCop-Admin Training & User Training, Installation of InterActMobile Equipment, 1) InterActNG911 HG MIS Software Package, 1) InterActNG911 Guardian Operator License, 1) Position Audio Control Module, 1) IRR, 2) Workstation-Quad Video Capable-Monitors not included T3500, 4) 19" Monitor, 1) Genovation Keypad, 1) Responder Add On-Add ALI to IP Phone, 1) Aastra SIP Phone, 1) InterActNG911 Installation Services (per day) Remote Installation Support, InterActNG911 Shipping Charges, 1) SAS Courts Software Module(s) (15 View Only Users), 2) InterAct Project Management Services Entire Project.
- ☒ Rental payment changed from **1 mos. @ \$110,918.34** and **60 mos. @ \$10,918.39** to **1 mos. @ \$100,000.00** and **60 mos. @ \$12,556.56** (plus applicable taxes).

The Lessee agrees and acknowledges that the Request for Insurance originally signed by the Lessee for this Schedule will apply to the additional Equipment listed above.

All other terms and conditions of the Schedule and the Equipment Lease-Purchase Agreement ("Agreement") shall remain in full force and effect. All capitalized terms used herein and not defined herein shall have the meanings as set forth or referred to in the Agreement. Please sign and return this amendment to Tiera Motto within five days, indicating your approval of the modifications(s) to the Schedule.

**SIGN
HERE**

AT&T CAPITAL SERVICES, INC.

BY: _____

TITLE: _____

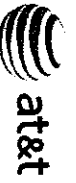
AGREED AND ACCEPTED:

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

TITLE: Mayor

THE LOGO APPEARING ON THIS DOCUMENT IS A FEDERALLY REGISTERED TRADEMARK AND MAY NOT BE USED IN ANY WAY NOR MAY THIS DOCUMENT BE ALTERED OR MANIPULATED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF AT&T CAPITAL SERVICES, INC. LESSEE MAY TRANSFER THIS DOCUMENT FROM ELECTRONIC FORMAT TO A TANGIBLE ONE BY PRINTING IT IN ITS UNALTERED STATE.



7/30/2012

Addendum to City of Hattiesburg MS11-2144-00 (MS12-0356-01)

InterAct CAD - additional position, hardware
 InterAct CAD - additional position, software
 InterAct CAD - additional position, services
 InterAct CAD - additional position, maintenance, per month
 NG911 Additional Position, Hardware, each
 NG911 Additional Position, Software, each
 NG911 Additional Position, Services, each
 NG911 Additional Position, Maintenance, each
 InterActPocketCop, each
 InterActPocketCop Two Factor Tokens, each
 OMNI COURT - 15 view only users
 InterActMobile State/NCIC Interface Software for PocketCop, each
 InterActPocketCop, User training
 InterActPocketCop, Admin training
 InterActPocketCop, Installation, each

Qty	Unit		Total	
	Non-Recurring	Monthly Recurring	Non-Recurring	Monthly Recurring
1	\$3,563		\$3,563	
1	\$15,549		\$15,549	
1	\$2,500		\$2,500	
1		\$170	\$0	\$170
1	\$4,830		\$4,830	
1	\$15,672		\$15,672	
1	\$4,264		\$4,264	
1		\$240	\$0	\$240
25	\$533	\$10	\$13,313	\$250
25	\$161	\$211	\$4,013	\$211
1	\$19,688		\$19,688	
1	\$3,125		\$3,125	
1	\$1,250		\$1,250	
1	\$1,250		\$1,250	
25	\$76		\$1,900	
			\$90,915	\$871



THE UNDERSIGNED PARTIES, AT&T Mississippi, ("Company") and City of Hattiesburg, MS ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement (CSA) Agreement MS11-2144-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 9/26/2012.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



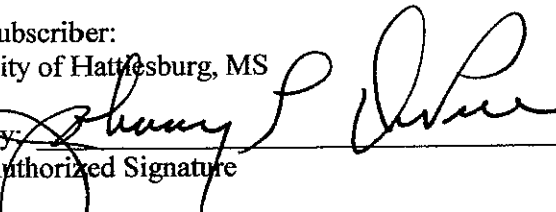
Addendum Agreement

Case Number MS12-0356-02

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
City of Hattiesburg, MS

By: 
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

Service description:

This Addendum Agreement provides a one-time charge for purchase and installation of additional E911 Public Safety Answering Point (PSAP) equipment and software provided by InterAct Systems, Inc.

All terms and conditions of Special Service Arrangement Agreement MS11-2144-01 apply to this Addendum Agreement unless modified herein.

**Addendum Agreement**Case Number MS12-0356-02
Option 1 of 1**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Nonrecurring Charge = Customer Purchase (includes installation) InterAct CAD-additional position, Hardware (Addendum to MS11-2144-01. Add rate element.)	\$3,563.00	\$0.00	
2	Nonrecurring Charge = Customer Purchase (includes installation) InterAct CAD-additional position, Software (Addendum to MS11-2144-01. Add rate element.)	\$15,549.38	\$0.00	
3	Nonrecurring Charge = Customer Purchase (includes installation) InterAct CAD-additional position, Services (Addendum to MS11-2144-01. Add rate element.)	\$2,500.00	\$0.00	
4	Monthly Rate = Maintenance InterAct CAD-additional position, Maintenance per month (Addendum to MS11-2144-01. Add rate element.)	\$0.00	\$170.00	
5	Nonrecurring Charge = Customer Purchase (includes installation) NG911 Additional Position, Hardware, each (Addendum to MS11-2144-01. Add rate element.)	\$4,829.73	\$0.00	
6	Nonrecurring Charge = Customer Purchase (includes installation) NG911 Additional Position, Software, each (Addendum to MS11-2144-01. Add rate element.)	\$15,672.00	\$0.00	

**Addendum Agreement**Case Number MS12-0356-02
Option 1 of 1**RATES AND CHARGES**

7	Monthly Rate = Maintenance NG911 Additional Position, Maintenance (Addendum to MS11-2144-01. Add rate element.)	\$.00	\$240.00
8	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct PocketCop, each (Addendum to MS11-2144-01. Add rate element.)	\$532.50	\$10.00
9	Nonrecurring Charge = Customer Purchase (includes installation) InterAct PocketCop, Two Factor Tokens, each (Addendum to MS11-2144-01. Add rate element.)	\$160.50	\$.00
10	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Omni Court-15 View only users (Addendum to MS11-2144-01. Add rate element.)	\$19,687.50	\$211.00
11	Nonrecurring Charge = Customer Purchase (includes installation) NG911 Additional Position, Services, each (Addendum to MS11-2144-01. Add rate element.)	\$4,264.00	\$.00
12	Nonrecurring Charge = Customer Purchase (includes installation) InterActMobile State/NCIC Interface Software for PocketCop, each (Addendum to MS11-2144-01. Add rate element.)	\$3,125.00	\$.00



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

RATES AND CHARGES

13	Nonrecurring Charge = Customer Purchase (includes installation) InterActPocketCop, User training (Addendum to MS11-2144-01. Add rate element.)	\$1,250.00	\$.00
14	Nonrecurring Charge = Customer Purchase (includes installation) InterActPocketCop, Admin training (Addendum to MS11-2144-01. Add rate element.)	\$1,250.00	\$.00
15	Nonrecurring Charge = Customer Purchase (includes installation) InterActPocketCop, Installation (Addendum to MS11-2144-01. Add rate element.)	\$76.00	\$.00



Addendum Agreement

Case Number MS12-0356-02
Option 1 of 1

RATES AND CHARGES

NOTES:

There are no other additions, deletions or changes to the above referenced Special Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1



City of Hattiesburg, MS

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

Master

File Number: 2012-0989

File ID: 2012-0989

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/27/2012

Brief Title: Declare Purchase of Envion Insecticide in the amount of \$24,000.00 as an Emergency Purchase due to the threat of West Nile Virus

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/268

Title:

Declare Purchase of Envion Insecticide in the amount of \$24,000.00 as an Emergency Purchase due to the threat of West Nile Virus in accordance with Mississippi Code 31-7-13 Section K, 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: Memo from Andy Ferguson

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Vice President Ware to Declare Purchase of Envion Insecticide in the amount of \$24,000.00 as an Emergency Purchase due to the threat of West Nile Virus in accordance with Mississippi Code 31-7-13 Section K, 1972.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0989

Title

Declare Purchase of Envion Insecticide in the amount of \$24,000.00 as an Emergency Purchase due to the threat of West Nile Virus in accordance with Mississippi Code 31-7-13 Section K, 1972.

Summary

Declare Purchase of Envion Insecticide in the amount of \$24,000.00 as an Emergency Purchase due to the threat of West Nile Virus

Purchasing Item

Emergency Purchase



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Eddie Myers, Director of Administration

FROM: Andy Ferguson, General Manager

DATE: July 31, 2012

RE: **Mosquito Chemicals**

Shortly after assuming the duties of General Manager, I was briefed that we were waiting for the results of the mosquito traps before ordering pesticide. The analysis would determine if we needed to change the product or adjust the mix ratio.

When the results were received, we were almost out of pesticide. Mr. Joe Flowers of Elite Mosquito Control reviewed the trap results. The count was down and the decision was made to continue with the same pesticide. The mixture ratio was adjusted and each sprayer was checked.

We only had chemicals sufficient for two days. Mr. Flowers stated he would insure us that we would receive chemicals for the following week. Running out of the pesticide after the rainfall that the City had received was not an acceptable alternative.

Since we had purchased the chemicals through Mr. Flowers previously and we needed the chemicals immediately, I asked that the chemicals be shipped. I later learned that I had failed to request a second quote and that the purchase could be voided. Therefore, I am requesting that the chemicals be purchased as an emergency purchase.

AF/sp

Myers, Eddie

From: John Brown [jb6270@gmail.com]
Sent: Monday, July 23, 2012 10:38 AM
To: Myers, Eddie
Subject: Fwd: Mosquito counts for Hattiesburg

Dwntwn John Brown.....Sent from my iPad

Begin forwarded message:

Resent-From: <jbrown@hattiesburgms.com>
From: "Taylor, Lisa" <Lisa.Taylor@msdh.state.ms.us>
Date: June 15, 2012 4:08:08 PM CDT
To: <jbrown@hattiesburgms.com>
Subject: FW: Mosquito counts for Hattiesburg

From: Taylor, Lisa
Sent: Friday, June 15, 2012 4:07 PM
To: 'jbrown@hattiesburg.com'
Subject: Mosquito counts for Hattiesburg

Traps set 6/14 captured the following numbers:

Ruby Street =306

Corrine St=390

21st Avenue=195

22nd Avenue=466

Thank you for any assistance in helping to set up a meeting with Russell and others. We really need to get on this immediately. These are record high numbers and WNV season hasn't officially kicked off.
Thanks!

Lisa Taylor, District Environmentalist
District VIII Health Office
602 Adeline Street,
Hattiesburg, MS 39401
P 601-544-6766
F 601-583-1300

Myers, Eddie

From: John Brown [jb6270@gmail.com]
Sent: Monday, July 23, 2012 10:39 AM
To: Myers, Eddie
Subject: Fwd: Mosquito Update

Dwntwn John Brown.....Sent from my iPad

Begin forwarded message:

Resent-From: <jbrown@hattiesburgms.com>
From: "Taylor, Lisa" <Lisa.Taylor@msdh.state.ms.us>
Date: July 9, 2012 3:14:03 PM CDT
To: "Brown, John" <jbrown@hattiesburgms.com>
Subject: RE: Mosquito Update

Update. we have seen a reduction in numbers in our traps. Please continue to do the 3 night rotation and call if you need anything. I return to office this Thursday, 12th. Thank you.

From: Brown, John [<mailto:jbrown@hattiesburgms.com>]
Sent: Tue 7/3/2012 7:47 AM
To: Taylor, Lisa
Subject: RE: Mosquito Update

No but it is now on the schedule to be done.

From: Taylor, Lisa [<mailto:Lisa.Taylor@msdh.state.ms.us>]
Sent: Friday, June 29, 2012 9:21 AM
To: Brown, John
Subject: Mosquito Update

John,
can you tell me if the MTW 3 nights of consecutive spraying included the area/block of Mamie and 10th/8th Street to the Hardy St. Area? We trapped and found positive mosquitoes there also recently.

If not, that would be a next good target zone to spray and larvicide 3 nights.

We resampled 21st/22nd Avenue area and Ruby Street last night and are collecting traps now. I will let you know the results as soon as I have them.

Call me if you have any questions, concerns or reports of hot areas for mosquitoes. We are here to help in any way possible.

Lisa Taylor



ELITE MOSQUITO CONTROL
7095 HacksCross Dr. Suite 149
Olive Branch, Ms. 38654
Joe Flowers

INVOICE

Date: 07/20/2012
Invoice No.: 10259
Due Date: 08/19/2012
Salesperson: JOE FLOWERS
Ship By: JOE FLOWERS

OR # 136280

Bill To:
HATTIESBURG CITY OF/PUBLIC WORKS
DEPARTMENT
RUSSELL DAVIS
P.O. BOX 1898/ACCOUNTING DEPARTMENT
HATTIESBURG, MS, 39403-1898

Ship To:
PUBLIC WORKS DEPARTMENT
RUSSELL DAVIS
103 FAULKNER STREET
HATTIESBURG, MS, 39401

Qty	Description	Unit Price	Total
4	Envlon 30% WATER BASED INSECTICIDE (30 GAL DRUM)	\$6,000.00	\$24,000.00
		Subtotal	\$24,000.00
		Total Amt	\$24,000.00
		Balance Due	\$24,000.00

Thank you for your business.

Joe Flowers

Ph:662-298-6500

joe.flowers@gmail.com

Fx:800-561-7396



City of Hattiesburg, MS

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

Master

File Number: 2012-0967

File ID: 2012-0967

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/18/2012

Brief Title: Monthly budget report for July, 2012

Final Action:

Minute Book Number: MB 2012-1/268

Title:

Acknowledge receipt of monthly budget report ending July 31, 2012 on permanent file in the clerk's office.

Notes:

Sponsors:

Enactment Date:

Attachments: All Expenditures of JULY 2012, All Revenues of JULY 2012

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0967

Title

Acknowledge receipt of monthly budget report ending July 31, 2012 on permanent file in the clerk's office.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL		PROJECTED.... OVER/UNDER %	
-----			-----	-----	-----	-----	----	----	-----	----
	OPERATING SUPPLIES		500		126	374	83%	25%	(348)	-70%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
-----			-----	-----	-----	-----	----	----	-----	----
	REPAIR & MAINTENANCE									
-----			-----	-----	-----	-----	----	----	-----	----
52	SUPPLIES AND EXPENSES		3,400		1,158	2,242	83%	34%	(2,010)	-59%
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010	99,750		89,596	10,154	83%	90%	7,765	8%
	ARCHITECTURAL	6012								
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
1,850	OTHER PROFESSIONAL SER	6049	1,850		1,850		83%	100%	370	20%
-----			-----	-----	-----	-----	----	----	-----	----
1,850	PROFESSIONAL SERVICE		101,600		91,446	10,154	83%	90%	8,135	8%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
-----			-----	-----	-----	-----	----	----	-----	----
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
177	TRAVEL EXP-CLERK	6110 CLERK	3,400		2,679	721	83%	79%	(185)	-5%
	TRAVEL EXP-WARD 1	6110 WARD1	2,000		235	1,765	83%	12%	(1,718)	-86%
	TRAVEL EXP-WARD 2	6110 WARD2	2,697		2,597	100	83%	96%	419	16%
	TRAVEL EXP-WARD 3	6110 WARD3	600			600	83%	0%	(600)	-100%
	TRAVEL EXP-WARD 4	6110 WARD4	1,097			1,097	83%	0%	(1,097)	-100%
	TRAVEL EXP-WARD 5	6110 WARD5	2,000		1,375	625	83%	69%	(350)	-18%
-----			-----	-----	-----	-----	----	----	-----	----
177	TRAVEL EXPENSE		11,794		6,886	4,908	83%	58%	(3,530)	-30%
53	FREIGHT	6120	82		81	1	83%	99%	15	18%
	MESSENGER/EXPRESS SERV	6130								
-----			-----	-----	-----	-----	----	----	-----	----

		CITY OF HATTIESBURG								
001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
231	TRANSPORTATION		11,876		6,967	4,909	83%	59%	(3,515)	-30%
	ADVERTISING									
	ADVERTISING	6150	168			168	83%	0%	(168)	-100%
	ORDINANCE EXPENSE	6160								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	ADVERTISING		168			168	83%	0%	(168)	-100%
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	FILM PROCESSING	6240								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	SURETY AND FORGERY BON	6270	2,015		1,850	165	83%	92%	205	10%
	OTHER INSURANCE	6299								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	INSURANCE		2,015		1,850	165	83%	92%	205	10%
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	OTHER REPAIRS AND MAIN	6399								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L									
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500	125			125	83%	0%	(125)	-100%
	DUES AND MEMBERSHIPS	6840	125		25	100	83%	20%	(95)	-76%
	REGISTRATION FEE/TUITI	6845								
	REG FEE/TUITION-CLERK	6845 CLERK	2,600		920	1,680	83%	35%	(1,496)	-58%
	REG FEE/TUITION-WARD	6845 WARD1	1,000			1,000	83%	0%	(1,000)	-100%

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REG FEE/TUITION-WARD	6845 WARD2	1,974		1,974		83%	100%	394	20%
	REG FEE/TUITION-WARD	6845 WARD3	600			(600)	83%	0%	(600)	-100%
	REG FEE/TUITION-WARD	6845 WARD4	1,000			1,000	83%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD5	1,000		410	590	83%	41%	(508)	-51%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	REGISTRATION FEE/TU		6,974		3,304	3,670	83%	47%	(3,009)	-43%
	SERVICES NOT SPECIFIED	6999			6,340	(6,340)			7,608	
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA		7,224		9,669	(2,445)	83%	134%	4,378	61%
-----			-----	-----	-----	-----	-----	-----	-----	-----
2,081	OTHER SERVICES & CHAR		122,883		109,932	12,951	83%	89%	9,035	7%
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295	30,415		30,505	(90)	83%	100%	6,191	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH		30,415		30,505	(90)	83%	100%	6,191	20%
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320	26,964		26,324	640	83%	98%	4,624	17%
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	11,962	4,350	7,612		83%	64%	(2,827)	-24%
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		38,926	4,350	33,935	641	83%	87%	1,796	5%
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	CAPITAL OUTLAY		69,341	4,350	64,440	551	83%	93%	7,987	12%
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16,568	EXPENDITURES		382,669	4,350	332,508	45,811	83%	87%	16,340	4%

			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
47,333	REGULAR WAGES	4000	641,137		519,651	121,486	83%	81%	(17,555)	-3%
	DISASTER RECOVERY WAGE	4010								
900	OVERTIME	4300	20,000		10,119	9,881	83%	51%	(7,857)	-39%
	DISASTER RECOVERY OVER	4310								
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48,233	SALARIES		661,137		529,770	131,367	83%	80%	(25,413)	-4%
	EMPLOYEE BENEFITS									
6,878	STATE RETIREMENT	4600	86,040		67,573	18,467	83%	79%	(4,952)	-6%
3,607	F.I.C.A. TAXES	4700	51,120		39,678	11,442	83%	78%	(3,506)	-7%
8,153	HOSPITALIZATION INS.	4800	123,000		100,122	22,878	83%	81%	(2,853)	-2%
	UNEMPLOYMENT BENEFITS	4900	4,500		2,045	2,455	83%	45%	(2,046)	-45%
	WORKMAN'S COMPENSATION	4910	1,950		1,713	237	83%	88%	105	5%
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18,638	EMPLOYEE BENEFITS		266,610		211,131	55,479	83%	79%	(13,252)	-5%
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66,871	PERSONAL SERVICES		927,747		740,901	186,846	83%	80%	(38,665)	-4%
	OFFICE SUPPLIES									
	PAPER	5003	2,290		2,200	90	83%	96%	350	15%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	3,000	101	1,698	1,201	83%	57%	(962)	-32%
	MINOR OFFICE EQUIP/FUR	5020	10		10		83%	100%	2	20%
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	4,700	152	3,778	770	83%	80%	(166)	-4%
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	OFFICE SUPPLIES		10,000	253	7,686	2,061	83%	77%	(776)	-8%
	OPERATING SUPPLIES									
	FOOD	5115								
	WEARING APPAREL	5355								
	MINOR EQUIPMENT	5460								
87	OTHER OPERATING MATL/S	5590	1,500		666	834	83%	44%	(700)	-47%
	OTHER OPER.MATL-JAIL G	5591	415			415	83%	0%	(415)	-100%

			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL		PROJECTED.... OVER/UNDER	%
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87	OPERATING SUPPLIES		1,915		666	1,249	83%	35%	(1,115)	-58%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
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	REPAIR & MAINTENANCE									
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87	SUPPLIES AND EXPENSES		11,915	253	8,352	3,310	83%	70%	(1,892)	-16%
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
33,878	OTHER PROF-JAIL DIV GR	6048	239,240		80,857	158,383	83%	34%	(142,211)	-59%
	OTHER PROFESSIONAL SER	6049	51,550		31,057	20,493	83%	60%	(14,281)	-28%
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33,878	PROFESSIONAL SERVICE		290,790		111,914	178,876	83%	38%	(156,493)	-54%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
(97)	TRAVEL EXPENSE	6110	3,092		631	2,461	83%	20%	(2,334)	-75%
	TRVL-JAIL DIVERSN GRAN	6118	7,069			7,069	83%	0%	(7,069)	-100%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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(97)	TRANSPORTATION		10,161		631	9,530	83%	6%	(9,403)	-93%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	6,500		4,182	2,318	83%	64%	(1,481)	-23%
	BINDING	6205								
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			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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100,389	EXPENDITURES		1,262,162	253	879,827	382,082	83%	70%	(206,369)	-16%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MINOR EQUIPMENT	5460								
10	OTHER OPERATING MATL/S	5590	750		170	580	83%	23%	(546)	-73%
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179	OPERATING SUPPLIES		7,400	118	5,257	2,025	83%	71%	(1,091)	-15%
	REPAIR & MAINTENANCE SP									
	MTR VEHICLE REP. PTS/S	5700	750		148	602	83%	20%	(572)	-76%
	COMMUNICATION REPAIR P	5750								
	OTHER REPAIR/MAINT. SP	5990	250			250	83%	0%	(250)	-100%
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	REPAIR & MAINTENANCE		1,000		148	852	83%	15%	(822)	-82%
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125	SUPPLIES AND EXPENSES		12,900	118	7,855	4,926	83%	61%	(3,474)	-27%
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	CONSULTANT SERV/SURVEY	6020								
	ENTERTAINMENT	6033								
	OTHER PROFESSIONAL SER	6049	750		720	30	83%	96%	114	15%
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	PROFESSIONAL SERVICE		750		720	30	83%	96%	114	15%
	COMMUNICATIONS									
314	TELEPHONE AND TELEGRAP	6060	3,500		3,452	48	83%	99%	642	18%
	POSTAGE	6070								
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314	COMMUNICATIONS		3,500		3,452	48	83%	99%	642	18%
	TRANSPORTATION									
3,302	TRAVEL EXPENSE	6110	14,250		13,588	662	83%	95%	2,055	14%
	FREIGHT	6120								
19	MESSENGER/EXPRESS SERV	6130	400		333	67	83%	83%		0%
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3,321	TRANSPORTATION		14,650		13,920	730	83%	95%	2,054	14%
	ADVERTISING									
1,203	ADVERTISING	6150	20,255	2,951	10,460	6,844	83%	52%	(7,703)	-38%
1,175	ADVERTISING-BC HEALTHY	6151	25,000	4,725	5,053	15,222	83%	20%	(18,936)	-76%
	ADVERTISING-SPEC. EVEN	6152								
92	ADVERTISING-MAYOR'S YO	6153	7,500		3,130	4,370	83%	42%	(3,744)	-50%
	ADVERTISING-USM-ISP	6156	21,050		20,527	523	83%	98%	3,582	17%

		CITY OF HATTIESBURG									
001020 - GENERAL FUND-MAYOR/ADMIN.		EXPENDITURE REPORT									
		10 Months Ending 07/31/12									
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%	
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2,470	ADVERTISING		73,805	7,676	39,170	26,959	83%	53%	(26,801)	-36%	
	PRINTING AND BINDING										
	PRINTING	6200	1,500		679	821	83%	45%	(685)	-46%	
	BINDING	6205									
	BLUELINES	6210									
	FILM PROCESSING	6240									
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	PRINTING AND BINDING		1,500		679	821	83%	45%	(685)	-46%	
	INSURANCE										
	PUBLIC LIAB/PROPERTY D	6255									
	AUTOMOBILE INSURANCE	6265									
	SURETY AND FORGERY BON	6270									
	OTHER INSURANCE	6299									
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	INSURANCE										
	REPR/MAINT-OUTSIDE LABO										
	OFFICE EQUIPMENT R&M	6365	600			600	83%	0%	(600)	-100%	
	HOUSEHOLD EQUIPMENT R&	6370									
	MINOR EQUIPMENT R&M	6382									
1,220	MOTOR VEHICLE EQ. R&M	6384	1,400		1,332	68	83%	95%	198	14%	
	COMMUNICATION EQ. R&M	6390									
	OTHER REPAIRS AND MAIN	6399									
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1,220	REPR/MAINT-OUTSIDE L		2,000		1,332	668	83%	67%	(401)	-20%	
	RENTALS										
	OFFICE EQUIPMENT RENT	6410									
	OTHER RENT	6449									
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	RENTALS										
	OTHER SERVICES & CHARGE										
	LATE PAYMENT CHARGE	6705									
	DUES AND MEMBERSHIPS	6840	6,000		5,599	401	83%	93%	718	12%	
	REGISTRATION FEE/TUITI	6845	4,750		4,149	601	83%	87%	228	5%	
	SERVICES NOT SPECIFIED	6999									
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	OTHER SERVICES & CHA		10,750		9,748	1,002	83%	91%	947	9%	

			CITY OF HATTIESBURG							
	001020 - GENERAL FUND-MAYOR/ADMIN.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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7,325	OTHER SERVICES & CHAR		106,955	7,676	69,022	30,257	83%	65%	(24,128)	-23%
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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46,989	EXPENDITURES		643,253	7,794	513,036	122,423	83%	80%	(27,609)	-4%

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			CITY OF HATTIESBURG							
	001030 - GENERAL FUND-ELECTIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LEGAL	6025								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
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	PRINTING AND BINDING									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	BUILDING RENT	6405								
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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			CITY OF HATTIESBURG							
	001040 - GENERAL FUND-MUNICIPALCLERK		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	3,300		2,880	420	83%	87%	156	5%
	DISINFECT./EXTERMINATI	6394	780		390	390	83%	50%	(312)	-40%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		4,080		3,270	810	83%	80%	(156)	-4%
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	1,000			1,000	83%	0%	(1,000)	-100%
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	OTHER SERVICES & CHA		1,000			1,000	83%	0%	(1,000)	-100%
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143	OTHER SERVICES & CHAR		37,695		23,585	14,110	83%	63%	(9,393)	-25%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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11,250	EXPENDITURES		184,544		145,994	38,550	83%	79%	(9,351)	-5%

			CITY OF HATTIESBURG							
	001041 - GENERAL FUND-TAX DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPAIR & MAINTENANCE SP									
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	BLUELINES	6210								
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			CITY OF HATTIESBURG							
	001041 - GENERAL FUND-TAX DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	COMMUNICATION EQ. R&M	6390								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	REFUNDS	6835								
	PRIVILEGE LICENSE REF	6835 PL								
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	REFUNDS									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								

			CITY OF HATTIESBURG							
	001042 - GENERAL FUND-ACCOUNTING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365	500			500	83%	0%	(500)	-100%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		500			500	83%	0%	(500)	-100%
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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520	OTHER SERVICES & CHAR		2,075		1,399	676	83%	67%	(396)	-19%
	<u>MACHINERY AND EQUIPMENT</u>									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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20,505	EXPENDITURES		270,674	402	211,631	58,640	83%	78%	(16,716)	-6%

			CITY OF HATTIESBURG							
	001045 - GENERAL FUND-PURCHASING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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65	OTHER SERVICES & CHAR		900		785	115	83%	87%	42	5%
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	OFFICE IMPROVEMENTS	7150 23								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY									
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11,845	EXPENDITURES		136,105		114,023	22,082	83%	84%	722	1%

			CITY OF HATTIESBURG							
	001060 - GENERAL FUND-CITY ATTORNEY		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
5,538	REGULAR WAGES	4000	72,000		60,923	11,077	83%	85%	1,107	2%
	OVERTIME	4300								
-----			-----	-----	-----	-----	-----	-----	-----	-----
5,538	SALARIES		72,000		60,923	11,077	83%	85%	1,107	2%
	EMPLOYEE BENEFITS									
790	STATE RETIREMENT	4600	9,432		7,771	1,661	83%	82%	(106)	-1%
394	F.I.C.A. TAXES	4700	5,510		4,342	1,168	83%	79%	(299)	-5%
388	HOSPITALIZATION INS.	4800	4,920		4,144	776	83%	84%	52	1%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	235		182	53	83%	77%	(16)	-7%
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1,572	EMPLOYEE BENEFITS		20,097		16,439	3,658	83%	82%	(370)	-2%
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7,111	PERSONAL SERVICES		92,097		77,362	14,735	83%	84%	737	1%
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	BOOKS	5070								
	OTHER OPERATING MATL/S	5590								
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	OFFICE SUPPLIES									
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	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	LEGAL	6025	17,000			17,000	83%	0%	(17,000)	-100%
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE		17,000			17,000	83%	0%	(17,000)	-100%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								

			CITY OF HATTIESBURG							
	001060 - GENERAL FUND-CITY ATTORNEY		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
100	TRAVEL EXPENSE	6110	1,000		220	780	83%	22%	(736)	-74%
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100	TRANSPORTATION		1,000		220	780	83%	22%	(736)	-74%
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	COURT COSTS	6710	100			100	83%	0%	(100)	-100%
	DUES AND MEMBERSHIPS	6840	100		25	75	83%	25%	(70)	-70%
	REGISTRATION FEE/TUITI	6845	300		125	175	83%	42%	(150)	-50%
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	OTHER SERVICES & CHA		500		150	350	83%	30%	(320)	-64%
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100	OTHER SERVICES & CHAR		18,500		370	18,130	83%	2%	(18,056)	-98%
	MACHINERY AND EQUIPMENT									
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	CAPITAL OUTLAY									
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7,211	EXPENDITURES		110,597		77,732	32,865	83%	70%	(17,318)	-16%

			CITY OF HATTIESBURG							
	001080 - GENERAL FUND-HUMAN RESOURCES		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
12	TELEPHONE AND TELEGRAP	6060	100		126	(26)	83%	126%	51	51%
	POSTAGE	6070	20			20	83%	0%	(20)	-100%
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12	COMMUNICATIONS		120		126	(6)	83%	105%	31	26%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	439			439	83%	0%	(439)	-100%
	BINDING	6205								
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	PRINTING AND BINDING		439			439	83%	0%	(439)	-100%
	INSURANCE									
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365	3,061		3,061		83%	100%	612	20%
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	REPR/MAINT-OUTSIDE L		3,061		3,061		83%	100%	612	20%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	200			200	83%	0%	(200)	-100%

			CITY OF HATTIESBURG							
	001080 - GENERAL FUND-HUMAN RESOURCES		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		200			200	83%	0%	(200)	-100%
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12	OTHER SERVICES & CHAR		3,820		3,187	633	83%	83%	4	0%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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14,159	EXPENDITURES		202,264		157,905	44,359	83%	78%	(12,778)	-6%

			CITY OF HATTIESBURG							
	001081 - GENERAL FUND-LOSS CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WEARING APPAREL	5355	613		263	351	83%	43%	(297)	-48%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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50	OPERATING SUPPLIES		2,963		1,669	1,294	83%	56%	(960)	-32%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700	566		2	564	83%	0%	(563)	-99%
	COMMUNICATION REPAIR P	5750	95		95		83%	100%	19	20%
	OTHER REPAIR/MAINT. SP	5990	99		99		83%	100%	19	19%
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	REPAIR & MAINTENANCE		760		196	564	83%	26%	(524)	-69%
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356	SUPPLIES AND EXPENSES		5,768	213	2,959	2,596	83%	51%	(2,217)	-38%
	COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP	6060	757		498	259	83%	66%	(159)	-21%
	POSTAGE	6070	3		3		83%	100%		0%
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50	COMMUNICATIONS		760		501	259	83%	66%	(158)	-21%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								

			CITY OF HATTIESBURG							
	001081 - GENERAL FUND-LOSS CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL OUTLAY									
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8,191	EXPENDITURES		111,725	213	90,875	20,637	83%	81%	(2,675)	-2%

			CITY OF HATTIESBURG							
	001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
21,805	REGULAR WAGES	4000	331,906		246,000	85,906	83%	74%	(36,706)	-11%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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21,805	SALARIES		331,906		246,000	85,906	83%	74%	(36,706)	-11%
	EMPLOYEE BENEFITS									
3,109	STATE RETIREMENT	4600	43,490		31,359	12,131	83%	72%	(5,859)	-13%
1,644	F.I.C.A. TAXES	4700	25,460		18,545	6,915	83%	73%	(3,206)	-13%
3,492	HOSPITALIZATION INS.	4800	54,120		43,790	10,330	83%	81%	(1,572)	-3%
	UNEMPLOYMENT BENEFITS	4900	11,000			11,000	83%	0%	(11,000)	-100%
	WORKMAN'S COMPENSATION	4910	2,785		2,660	125	83%	96%	407	15%
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8,245	EMPLOYEE BENEFITS		136,855		96,354	40,501	83%	70%	(21,230)	-16%
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30,050	PERSONAL SERVICES		468,761		342,354	126,407	83%	73%	(57,936)	-12%
	OFFICE SUPPLIES									
	PAPER	5003	700		665	35	83%	95%	98	14%
	PRINTED FORMS	5005								
283	OTHER EXPENDABLE OFF.S	5010	4,775	115	3,393	1,267	83%	71%	(703)	-15%
2,960	N.I.P. SUPPLIES	5011	13,400	516	6,581	6,303	83%	49%	(5,502)	-41%
	CITIZENS CORPS GRANT S	5012	95		109	(14)	83%	115%	35	37%
96	MIDTOWN STUDY GRANT SU	5013	1,500		96	1,404	83%	6%	(1,384)	-92%
	MINOR OFFICE EQUIP/FUR	5020	1,500		272	1,228	83%	18%	(1,173)	-78%
	PHOTO SUPPLIES	5040								
109	SUBSCRIPTIONS,MAGS,MAP	5050	200		109	91	83%	55%	(69)	-35%
	BOOKS	5070	2,210		59	2,151	83%	3%	(2,139)	-97%
	COMPUTER SUPPLIES	5080	1,000		499	501	83%	50%	(401)	-40%
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3,449	OFFICE SUPPLIES		25,380	631	11,782	12,967	83%	46%	(11,241)	-44%
	OPERATING SUPPLIES									
9	FOOD	5115	500		20	480	83%	4%	(476)	-95%
145	GAS AND OIL	5250	2,000		1,073	927	83%	54%	(712)	-36%

		CITY OF HATTIESBURG							
001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
		10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	LUBRICANTS	5255							
	MINOR EQUIPMENT	5460	100			100	83% 0%	(100)	-100%
	OTHER OPERATING MATL/S	5590	500			500	83% 0%	(500)	-100%
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155	OPERATING SUPPLIES		3,100		1,093	2,007	83% 35%	(1,788)	-58%
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	PAINT AND PAINTING SPL	5650							
	MTR VEHICLE REP. PTS/S	5700	600		531	69	83% 89%	37	6%
	OTHER REPAIR/MAINT. SP	5990	150			150	83% 0%	(150)	-100%
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	REPAIR & MAINTENANCE		750		531	219	83% 71%	(112)	-15%
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3,604	SUPPLIES AND EXPENSES		29,230	631	13,406	15,193	83% 46%	(13,142)	-45%
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
2,000	CONSULTANT SERV/SURVEY	6020	112,700		2,000	110,700	83% 2%	(110,300)	-98%
	CONSULTANT SERV-MIDTOW	6022	292,611		242,303	50,308	83% 83%	(1,847)	-1%
	ABSTRACTING & RECORDIN	6023							
	LEGAL	6025							
5,920	OTHER PROFESSIONAL SER	6049	15,500		11,854	3,646	83% 76%	(1,275)	-8%
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7,920	PROFESSIONAL SERVICE		420,811		256,157	164,654	83% 61%	(113,422)	-27%
	COMMUNICATIONS								
213	TELEPHONE AND TELEGRAP	6060	2,000		1,875	125	83% 94%	250	13%
	POSTAGE	6070	100			100	83% 0%	(100)	-100%
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213	COMMUNICATIONS		2,100		1,875	225	83% 89%	150	7%
	TRANSPORTATION								
32	TRAVEL EXPENSE	6110	6,205		4,614	1,591	83% 74%	(668)	-11%
	TRVL EXP-MIDTOWN STDY	6111	4,102			4,102	83% 0%	(4,102)	-100%
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130	100		50	50	83% 50%	(40)	-40%
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32	TRANSPORTATION		10,407		4,664	5,743	83% 45%	(4,810)	-46%
	ADVERTISING								

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	5,917		500	5,417	83%	8%	(5,317)	-90%
	PRINTING-GRANT RELATED	6202								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		5,917		500	5,417	83%	8%	(5,317)	-90%
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	SIGN PAINTING	6396								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
780	OFFICE EQUIPMENT RENT	6410	3,510		2,340	1,170	83%	67%	(702)	-20%
	OTHER RENT	6449								
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780	RENTALS		3,510		2,340	1,170	83%	67%	(702)	-20%
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500	200			200	83%	0%	(200)	-100%
405	DUES AND MEMBERSHIPS	6840	1,400		875	525	83%	63%	(350)	-25%
	REGISTRATION FEE/TUITI	6845	2,100		1,003	1,097	83%	48%	(896)	-43%
	SERVICES NOT SPECIFIED	6999								
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405	OTHER SERVICES & CHA		3,700		1,878	1,822	83%	51%	(1,446)	-39%
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9,349	OTHER SERVICES & CHAR		446,445		267,414	179,031	83%	60%	(125,548)	-28%

			CITY OF HATTIESBURG							
	001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPMENT									
	PHOTOGRAPHIC EQUIP.	7308								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400	21,000		17,865	3,135	83%	85%	438	2%
	PICK UP TRUCKS	7420								
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	VEHICLES		21,000		17,865	3,135	83%	85%	438	2%
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	CAPITAL OUTLAY		21,000		17,865	3,135	83%	85%	438	2%
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43,003	EXPENDITURES		965,436	631	641,039	323,766	83%	66%	(196,189)	-20%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	ELECTRICAL R&M	6355								
1,214	OFFICE EQUIPMENT R&M	6365	53,150		34,882	18,268	83%	66%	(11,291)	-21%
	MOTOR VEHICLE EQ. R&M	6384	1,000		12	988	83%	1%	(985)	-99%
	TOW IN CHARGES	6398								
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1,214	REPR/MAINT-OUTSIDE L		54,150		34,894	19,256	83%	64%	(12,277)	-23%
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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14,563	OTHER SERVICES & CHAR		227,550	3,600	128,584	95,366	83%	57%	(73,249)	-32%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
1,115	DATA PROCESSING EQUIP.	7327	91,000	3,350	79,507	8,143	83%	87%	4,408	5%
	FINANCIAL SOFTWARE	7328								
	DOM PREP GRANT 06HS205	7332								
	PUBLIC SAFETY SOFTWARE	7333	79,000			79,000	83%	0%	(79,000)	-100%
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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1,115	MACHINERY AND EQUIPM		170,000	3,350	79,507	87,143	83%	47%	(74,591)	-44%
	VEHICLES									
	AUTOMOBILES	7400	17,500		16,662	838	83%	95%	2,494	14%

			CITY OF HATTIESBURG							
	001091 - GENERAL FUND-INFO TECHNOLOGY		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	VEHICLES		17,500		16,662	838	83%	95%	2,494	14%
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1,115	CAPITAL OUTLAY		187,500	3,350	96,169	87,981	83%	51%	(72,097)	-38%
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50,515	EXPENDITURES		852,834	6,950	571,336	274,548	83%	67%	(167,230)	-20%

			CITY OF HATTIESBURG							
	001092 - GENERAL FUND-GEN.GOV'T.BLDG		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
30	OTHER EXPENDABLE OFF.S	5010	238		54	184	83%	23%	(173)	-73%
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30	OFFICE SUPPLIES		238		54	184	83%	23%	(173)	-73%
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	3,000		2,196	804	83%	73%	(364)	-12%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130	2,280		954	1,326	83%	42%	(1,135)	-50%
	DIESEL FUEL	5257								
	HORT./LANDSCAPING SPLY	5440	1,202		1,202		83%	100%	240	20%
	HAND TOOLS	5450	47			47	83%	0%	(47)	-100%
294	MINOR EQUIPMENT	5460	2,278		1,941	337	83%	85%	51	2%
	OTHER OPERATING MATL/S	5590	14,320		1,364	12,956	83%	10%	(12,683)	-89%
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294	OPERATING SUPPLIES		23,127		7,658	15,469	83%	33%	(13,937)	-60%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,900		1,479	421	83%	78%	(125)	-7%
239	ELECTRICAL SUPPLIES	5605	3,800		1,350	2,450	83%	36%	(2,180)	-57%
	PLUMBING SUPPLIES	5610	1,425		331	1,094	83%	23%	(1,027)	-72%
	PAINT AND PAINTING SPL	5650	1,900			1,900	83%	0%	(1,900)	-100%
	OTHER REPAIR/MAINT. SP	5990	95			95	83%	0%	(95)	-100%
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239	REPAIR & MAINTENANCE		9,120		3,160	5,960	83%	35%	(5,328)	-58%
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562	SUPPLIES AND EXPENSES		32,485		10,871	21,614	83%	33%	(19,439)	-60%
	PROFESSIONAL SERVICES									
	BUILDING SECURITY	6021	4,000		2,340	1,660	83%	59%	(1,192)	-30%
1,925	OTHER PROFESSIONAL SER	6049	32,300	30	19,830	12,441	83%	61%	(8,504)	-26%
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1,925	PROFESSIONAL SERVICE		36,300	30	22,170	14,101	83%	61%	(9,696)	-27%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	TELEPHONE-EATON SCHOOL	6060 GRANT								
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	COMMUNICATIONS									
	TRANSPORTATION									
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
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	INSURANCE									
	UTILITIES									
13	GAS	6300	5,000		422	4,578	83%	8%	(4,493)	-90%
	GAS-TRAIN DEPOT	6300 DEPOT								
	GAS-EATON SCHOOL	6300 GRANT								
4,737	ELECTRICITY	6305	50,000		36,146	13,854	83%	72%	(6,624)	-13%
	ELECTRICITY-TRAIN DEPO	6305 DEPOT								

			CITY OF HATTIESBURG							
	001092 - GENERAL FUND-GEN.GOV'T.BLDG		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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8,251	EXPENDITURES		157,318	1,048	80,426	75,845	83%	51%	(60,806)	-39%

			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	2,000		474	1,526	83%	24%	(1,431)	-72%
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	HORT./LANDSCAPING SPLY	5440	500		238	263	83%	48%	(214)	-43%
40	MINOR EQUIPMENT	5460	3,000	1,126	818	1,056	83%	27%	(2,018)	-67%
	OTHER OPERATING MATL/S	5590	1,000		598	402	83%	60%	(282)	-28%
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40	OPERATING SUPPLIES		6,500	1,126	2,128	3,246	83%	33%	(3,946)	-61%

			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
3,129	ELECTRICITY	6305	42,000		27,069	14,931	83%	64%	(9,517)	-23%
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3,129	UTILITIES		42,000		27,069	14,931	83%	64%	(9,517)	-23%
	REPR/MAINT-OUTSIDE LABO									
1,096	BUILDING R&M	6350	9,500	2,454	6,863	183	83%	72%	(1,264)	-13%
	ELECTRICAL R&M	6355	2,140			2,140	83%	0%	(2,140)	-100%
	PLUMBING EQUIPMENT R&M	6357	2,000		150	1,850	83%	8%	(1,820)	-91%
	OFFICE EQUIPMENT R&M	6365	2,500		2,004	496	83%	80%	(95)	-4%
	MOTOR VEHICLE EQ. R&M	6384								
	DISINFECT./EXTERMINATI	6394	2,700		538	2,163	83%	20%	(2,054)	-76%
	SIGN PAINTING	6396								
590	OTHER REPAIRS AND MAIN	6399	5,500		20399-	25,899	83%	371%	18,978	345%
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1,686	REPR/MAINT-OUTSIDE L		24,340	2,454	10846-	32,731	83%	45%	(11,324)	-47%
	RENTALS									
	UNIFORM RENT	6430								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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4,815	OTHER SERVICES & CHAR		66,340	2,454	16,224	47,662	83%	24%	(46,871)	-71%

			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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4,887	EXPENDITURES		79,340	3,580	22,209	53,551	83%	28%	(52,689)	-66%

			CITY OF HATTIESBURG							
	001094 - GENERAL FUND-METRPLTNPLANG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
969	SUPPLIES AND EXPENSES		7,200	798	3,812	2,591	83%	53%	(2,625)	-36%
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
2,000	CONSULTANT SERV/SURVEY	6020	98,500		81,360	17,140	83%	83%	(868)	-1%
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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2,000	PROFESSIONAL SERVICE		98,500		81,360	17,140	83%	83%	(868)	-1%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	3,000		1,727	1,273	83%	58%	(927)	-31%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	150		22	128	83%	15%	(123)	-82%
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	TRANSPORTATION		3,150		1,750	1,400	83%	56%	(1,050)	-33%
	ADVERTISING									
	ADVERTISING	6150	1,200		546	654	83%	46%	(544)	-45%
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	ADVERTISING		1,200		546	654	83%	46%	(544)	-45%
	PRINTING AND BINDING									
	PRINTING	6200								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	13,700		4,555	9,145	83%	33%	(8,234)	-60%
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	REPR/MAINT-OUTSIDE L		13,700		4,555	9,145	83%	33%	(8,234)	-60%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	1,200		856	344	83%	71%	(172)	-14%

			CITY OF HATTIESBURG							
	001094 - GENERAL FUND-METRPLTNPLANG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845	500			500	83%	0%	(500)	-100%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		1,700		856	844	83%	50%	(672)	-40%
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2,000	OTHER SERVICES & CHAR		118,250		89,066	29,184	83%	75%	(11,370)	-10%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	1,800		1,698	102	83%	94%	237	13%
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	MACHINERY AND EQUIPM		1,800		1,698	102	83%	94%	237	13%
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY		1,800		1,698	102	83%	94%	237	13%
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18,350	EXPENDITURES		328,621	798	257,979	69,844	83%	79%	(19,046)	-6%

			CITY OF HATTIESBURG							
	001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
	REGULAR WAGES	4000	4,500			4,500	83%	0%	(4,500)	-100%
	OVERTIME	4300			576	(576)			691	
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	SALARIES		4,500		576	3,925	83%	13%	(3,808)	-85%
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600	590		68	522	83%	12%	(508)	-86%
	F.I.C.A. TAXES	4700	345		38	307	83%	11%	(299)	-87%
	HOSPITALIZATION INS.	4800	325		79	246	83%	24%	(230)	-71%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS		1,260		186	1,075	83%	15%	(1,036)	-82%
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	PERSONAL SERVICES		5,760		761	4,999	83%	13%	(4,846)	-84%
	OFFICE SUPPLIES									
	PAPER	5003	1,000		340	660	83%	34%	(592)	-59%
	PRINTED FORMS	5005								
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	OFFICE SUPPLIES		1,000		340	660	83%	34%	(592)	-59%
	OPERATING SUPPLIES									
	FOOD	5115								
	DIESEL FUEL	5257	1,200		252	948	83%	21%	(897)	-75%
	WEARING APPAREL	5355								
	OTHER OPERATING MATL/S	5590	200		109	91	83%	55%	(69)	-35%
	UNALLOC. PETROLEUM PRO	5599								
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	OPERATING SUPPLIES		1,400		361	1,039	83%	26%	(966)	-69%
	REPAIR & MAINTENANCE SP									
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES		2,400		701	1,699	83%	29%	(1,558)	-65%

		CITY OF HATTIESBURG							
001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
		10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	PROFESSIONAL SERVICES								
	AUDITING AND ACCOUNTIN	6010							
	TITLE OPINIONS	6016							
	APPRAISAL	6017							
	CONSULTANT SERV/SURVEY	6020							
	CONSULTANT-TWIN FORKS	6020 01	140,000		44,000	96,000	83% 31%	(87,200)	-62%
	CONSULTANT-GORDONS CRK	6020 05	50,000		20,598	29,402	83% 41%	(25,282)	-51%
	LEGAL	6025	60,000		11,107	48,893	83% 19%	(46,671)	-78%
313	CAFE PLAN-ADMIN.COSTS	6026	4,500		2,989	1,511	83% 66%	(913)	-20%
4,600	MEDICAL	6027	37,500		28,346	9,154	83% 76%	(3,484)	-9%
	UNALLOC.WELLNESS/HOSP.	6028	200			200	83% 0%	(200)	-100%
	IN-SERVICE TRAINING	6029	1,500			1,500	83% 0%	(1,500)	-100%
	ENTERTAINMENT	6033							
	DATA PROCESSING	6035							
	EMER.SHELTER/MDA GRANT	6040	75,000		75,000		83% 100%	15,000	20%
	I.P.-HYBERPLASTIC/MDA	6041							
	COPS-SECURE SCHLS/OJP	6042							
	VISITORS' CTR/MDOT GRA	6046							
	OTHER PROFESSIONAL SER	6049	27,300		19,724	7,576	83% 72%	(3,631)	-13%
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4,913	PROFESSIONAL SERVICE		396,000		201,765	194,235	83% 51%	(153,882)	-39%
	COMMUNICATIONS								
9,254	TELEPHONE AND TELEGRAP	6060	100,000		94,992	5,008	83% 95%	13,990	14%
	TELEPHONE RENT	6065							
(293)	POSTAGE	6070	81,500		45,884	35,616	83% 56%	(26,439)	-32%
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8,961	COMMUNICATIONS		181,500		140,876	40,624	83% 78%	(12,448)	-7%
	TRANSPORTATION								
153	TRAVEL EXPENSE	6110	8,500		6,763	1,737	83% 80%	(384)	-5%
	MESSENGER/EXPRESS SERV	6130							
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153	TRANSPORTATION		8,500		6,763	1,737	83% 80%	(384)	-5%
	ADVERTISING								
	UNALLOCATED ADVERTISIN	6155	17,600		8,000	9,600	83% 45%	(8,000)	-45%
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	ADVERTISING		17,600		8,000	9,600	83% 45%	(8,000)	-45%

			CITY OF HATTIESBURG							
	001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
23,915	OTHER SERVICES & CHAR		1,649,900		1,068,091	581,809	83%	65%	(368,190)	-22%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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23,915	EXPENDITURES		1,658,060		1,069,552	588,508	83%	65%	(374,597)	-23%

			CITY OF HATTIESBURG							
	001096 - GENERAL FUND-FED PROGADMIN		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL OUTLAY		133,066		132,550	516	83%	100%	25,994	20%
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9,988	EXPENDITURES		286,656	110	254,553	31,993	83%	89%	18,807	7%

	001100 - GENERAL FUND-POLICE/PUB.SFTY		CITY OF HATTIESBURG EXPENDITURE REPORT 10 Months Ending 07/31/12							
THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL		PROJECTED.... OVER/UNDER	%
	SALARIES									
408,604	REGULAR WAGES	4000	6,029,241		4,589,508	1,439,733	83%	76%	(521,831)	-9%
	DISASTER RECOVERY WAGE	4010								
49,225	OVERTIME	4300	500,000		551,180	(51,180)	83%	110%	161,416	32%
	DISASTER RECOVERY OVER	4310								
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457,829	SALARIES		6,529,241		5,140,687	1,388,554	83%	79%	(360,416)	-6%
	EMPLOYEE BENEFITS									
65,264	STATE RETIREMENT	4600	880,000		662,250	217,750	83%	75%	(85,300)	-10%
33,964	F.I.C.A. TAXES	4700	520,500		382,188	138,312	83%	73%	(61,874)	-12%
63,292	HOSPITALIZATION INS.	4800	811,000		667,111	143,889	83%	82%	(10,466)	-1%
	UNEMPLOYMENT BENEFITS	4900	16,000		3,995	12,005	83%	25%	(11,206)	-70%
	WORKMAN'S COMPENSATION	4910	150,000		133,751	16,249	83%	89%	10,501	7%
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162,520	EMPLOYEE BENEFITS		2,377,500		1,849,295	528,205	83%	78%	(158,346)	-7%
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620,350	PERSONAL SERVICES		8,906,741		6,989,983	1,916,758	83%	78%	(518,761)	-6%
	OFFICE SUPPLIES									
840	PAPER	5003	5,000	240	3,135	1,625	83%	63%	(1,238)	-25%
	PRINTED FORMS	5005								
1,009	OTHER EXPENDABLE OFF.S	5010	10,000	471	5,352	4,176	83%	54%	(3,577)	-36%
101	EXPENDABLE OFF.SPL-LIF	5012	4,800		1,583	3,217	83%	33%	(2,900)	-60%
	MINOR OFFICE EQUIP/FUR	5020	1,000	69	813	118	83%	81%	(24)	-2%
	MICROFILM SUPPLIES	5030								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
140	BOOKS	5070	2,800		483	2,317	83%	17%	(2,220)	-79%
1,746	COMPUTER SUPPLIES	5080	35,000	64	15,887	19,049	83%	45%	(15,935)	-46%
	COMPUTR SUP-LLEBG '01	5081								
	COMPUTR SUP-COPS MORE'	5082								
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3,837	OFFICE SUPPLIES		58,600	844	27,253	30,502	83%	47%	(25,896)	-44%
	OPERATING SUPPLIES									
1,708	CLEANING/JANITORIAL SP	5100	13,000		12,592	408	83%	97%	2,110	16%

		CITY OF HATTIESBURG								
001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD SUPPLIES	5110			10	(10)			12	
	FOOD	5115	1,250		715	535	83%	57%	(392)	-31%
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
	FEED FOR ANIMALS	5150	4,500		2,878	1,622	83%	64%	(1,046)	-23%
27,931	GAS AND OIL	5250	410,000		346,841	63,159	83%	85%	6,209	2%
	LUBRICANTS	5255								
261	DIESEL FUEL	5257	6,000		5,021	979	83%	84%	25	0%
	OTHER FUEL	5260								
5,340	UNIFORMS, BADGES, ETC.	5350	84,377	3,538	63,753	17,085	83%	76%	(7,873)	-9%
	WEARING APPAREL	5355	29,977	7,758	17,807	4,412	83%	59%	(8,608)	-29%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	300			300	83%	0%	(300)	-100%
	MINOR EQUIPMENT	5460	22,465		20,962	1,503	83%	93%	2,689	12%
	MINOR EQUIP-LLEBG '03	5461								
	MINOR EQUIP-BYRNE GRAN	5463								
	MINOR EQ-LLEBG/BYRNE'0	5464								
649	OTHER OPERATING MATL/S	5590	32,211	1,512	21,478	9,221	83%	67%	(6,437)	-20%
	OTHER OPER.MATL-METH.G	5591								
	OTHER OPER.MATLS-PRO S	5592	1,239			1,239	83%	0%	(1,239)	-100%
	OTHER OPER.-ALCOHOL CN	5593								
	OTHER OPER-VICTIM ADVO	5594								
	OTHER OPER-LAW ENF.LIA	5596								
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35,889	OPERATING SUPPLIES		605,319	12,808	492,058	100,453	83%	81%	(14,849)	-2%
	REPAIR & MAINTENANCE SP									
398	BUILDING MATERIALS & S	5600	3,000		1,477	1,523	83%	49%	(1,227)	-41%
	ELECTRICAL SUPPLIES	5605	2,000	575	739	686	83%	37%	(1,113)	-56%
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650	1,500	400	510	590	83%	34%	(888)	-59%
8,691	MTR VEHICLE REP. PTS/S	5700	125,000	133	91,208	33,659	83%	73%	(15,550)	-12%
520	COMMUNICATION REPAIR P	5750	6,000		3,137	2,864	83%	52%	(2,235)	-37%
	AGRICLTRL REPAIR PTS/S	5755								
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								

			CITY OF HATTIESBURG							
	001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
629	OTHER REPAIR/MAINT. SP	5990	12,750	900	10,610	1,240	83%	83%	(18)	0%
	REPR SPLY-8/29/05 STOR	5995								
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10,237	REPAIR & MAINTENANCE		150,250	2,008	107,682	40,560	83%	72%	(21,031)	-14%
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49,962	SUPPLIES AND EXPENSES		814,169	15,660	626,993	171,516	83%	77%	(61,777)	-8%
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	MEDICAL	6027	46,460		31,128	15,332	83%	67%	(9,106)	-20%
77	VETERINARIAN	6030	3,500		1,673	1,827	83%	48%	(1,492)	-43%
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	METRO CRIME STOPPERS	6039								
	OTHER PROF.-ALCOHOL CN	6047								
	OTHER PROF.-VICTIM'S A	6048								
164	OTHER PROFESSIONAL SER	6049	19,168		11,028	8,140	83%	58%	(5,934)	-31%
	POL.LATERAL TRNG FEE	6049 26								
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240	PROFESSIONAL SERVICE		69,128		43,829	25,299	83%	63%	(16,533)	-24%
	COMMUNICATIONS									
2,116	TELEPHONE AND TELEGRAP	6060	30,000		22,819	7,181	83%	76%	(2,617)	-9%
	TELEPHONE-GRANT	6060 GRANT								
	TELEPHONE RENT	6065								
3,312	NETWORK WIRELESS	6069	30,000		12,717	17,283	83%	42%	(14,739)	-49%
	POSTAGE	6070	150		10	140	83%	7%	(138)	-92%
	OTHER COMMUNICATION EX	6099								
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5,428	COMMUNICATIONS		60,150		35,545	24,605	83%	59%	(17,496)	-29%
	TRANSPORTATION									
(212)	TRAVEL EXPENSE	6110	12,459		11,392	1,067	83%	91%	1,211	10%
	TRVL EXP-TRAFFIC GRANT	6111								
	TRVL EXP-VICTIM'S ADV	6112								
	TRVL EXP-TERRORISM PRE	6113								
	TRAVEL EXP-PROJ SAFE N	6114	6,440			6,440	83%	0%	(6,440)	-100%
	TRVL/TRNG-COP'S METH G	6116								

		CITY OF HATTIESBURG									
001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT									
		10 Months Ending 07/31/12									
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%	
	TRVL EXP-LAW ENF LIAIS	6118									
	TRVL EXP-ALCOHOL GRANT	6119	2,000			2,000	83%	0%	(2,000)	-100%	
	FREIGHT	6120									
47	MESSENGER/EXPRESS SERV	6130	1,700		1,211	489	83%	71%	(246)	-14%	
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(165)	TRANSPORTATION		22,599		12,603	9,996	83%	56%	(7,475)	-33%	
	ADVERTISING										
	ADVERTISING	6150									
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	ADVERTISING										
	PRINTING AND BINDING										
	PRINTING	6200	4,000	560	2,615	825	83%	65%	(862)	-22%	
	BINDING	6205									
	FILM PROCESSING	6240									
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	PRINTING AND BINDING		4,000	560	2,615	825	83%	65%	(862)	-22%	
	INSURANCE										
	FIRE & EXTENDED COVERA	6250									
	PUBLIC LIAB/PROPERTY D	6255									
	BOILER MACHINERY	6260									
	AUTOMOBILE INSURANCE	6265	12,626		12,626		83%	100%	2,525	20%	
	SURETY AND FORGERY BON	6270	650		375	275	83%	58%	(200)	-31%	
	OTHER INSURANCE	6299									
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	INSURANCE		13,276		13,001	275	83%	98%	2,325	18%	
	UTILITIES										
170	GAS	6300	7,000		3,181	3,819	83%	45%	(3,182)	-45%	
571	ELECTRICITY	6305	88,000		55,970	32,030	83%	64%	(20,836)	-24%	
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741	UTILITIES		95,000		59,151	35,849	83%	62%	(24,018)	-25%	
	REPR/MAINT-OUTSIDE LABO										
	BUILDING R&M	6350									
	8/29/05 STORM REPAIRS	6353									
	ELECTRICAL R&M	6355									
	PLUMBING EQUIPMENT R&M	6357									
2,195	OFFICE EQUIPMENT R&M	6365	47,532	6,088	41,015	429	83%	86%	1,686	4%	
	OFF.EQ.R&M-COPS MORE	6366									

		CITY OF HATTIESBURG								
001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380	24,000	1,553	18,080	4,367	83%	75%	(2,304)	-10%
	MINOR EQUIPMENT R&M	6382	92		92-		83%	100%	18	20%
3,046	MOTOR VEHICLE EQ. R&M	6384	104,900		75,473	29,427	83%	72%	(14,332)	-14%
	AGRICULTURAL EQ. R&M	6387								
222	COMMUNICATION EQ. R&M	6390	2,500		1,522	978	83%	61%	(673)	-27%
	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394	700		575	125	83%	82%	(10)	-1%
	SIGN PAINTING	6396								
295	TOW IN CHARGES	6398	7,000		3,919	3,081	83%	56%	(2,297)	-33%
	OTHER REPAIRS AND MAIN	6399								
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5,757	REPR/MAINT-OUTSIDE L		186,540	7,641	140,493	38,406	83%	75%	(17,948)	-10%
	RENTALS									
518	OFFICE EQUIPMENT RENT	6410	9,000		3,626	5,374	83%	40%	(4,648)	-52%
	MOTORCYCLE RENT	6417	43,200		32,400	10,800	83%	75%	(4,320)	-10%
42	CYLINDER RENT	6425	600		228	372	83%	38%	(326)	-54%
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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560	RENTALS		52,800		36,254	16,546	83%	69%	(9,295)	-18%
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	SETTLEMT OF DAMAGE CLA	6700								
	COURT COSTS	6710								
	JAIL EXPENSE	6815								
	EVIDENCE BUY MONEY	6817								
	THEFT LOSS	6818								
	CASH OVERAGE/SHORTAGE	6819								
	BANK SERV/TRF FEE	6832								
	REFUNDS	6835								
	POLICE FINE REFUNDS	6835 PF								
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	REFUNDS									
765	NSF CHECKS	6836	5,000		2,960	2,040	83%	59%	(1,448)	-29%
	DUES AND MEMBERSHIPS	6840	6,225		5,815	410	83%	93%	753	12%

			CITY OF HATTIESBURG							
	001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
(350)	REGISTRATION FEE/TUITI	6845	7,300		6,435	865	83%	88%	422	6%
	LAUNDRY	6850								
	SERVICES NOT SPECIFIED	6999								
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415	OTHER SERVICES & CHA		18,525		15,210	3,315	83%	82%	(273)	-1%
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12,977	OTHER SERVICES & CHAR		522,018	8,201	358,701	155,116	83%	69%	(91,576)	-18%
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE SERV CTR BLDG	7100 22								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	POLICE COMPLEX	7150 07								
	DEPOT SUBSTATION	7150 37								
	MOBILE ST SUBSTATION	7150 39								
	PALMERS CROSSING SUBS	7150 40								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	EQUIP-METH GRANT	7303								
	EQUIP-DOMESTIC PREP	7312								
	EQUIP-HOMELAND SECURIT	7313								
	EQUIP-TERRORISM PREVEN	7314								
	EQUIP-TERRORISM '05	7316								
	EQ-DOMESTIC PREP'05	7318								
	EQUIP-PROJ SAFE NEIGHB	7319	5,995		2,580	3,415	83%	43%	(2,899)	-48%

		CITY OF HATTIESBURG								
001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD FURN/EQUIP.	7320								
	EQUIP-BYRNE '11	7323	83,000			83,000	83%	0%	(83,000)	-100%
	EQUIP-BYRNE '10	7324	30,320		30,100	220	83%	99%	5,800	19%
	OFFICE FURN/EQUIP.	7325								
	COPS TECH GRANT EQUIP	7326								
	DATA PROCESSING EQUIP.	7327	75,500		73,710	1,790	83%	98%	12,952	17%
	FEMA-EMER.WARNING SIRE	7330								
	EQUIP-JUSTICE ASSIST G	7331								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	EQUIP-BYRNE '09	7375								
	OTHER EQUIP-STOP VIOL	7397								
	OTHER EQUIP-ALCOHOL GR	7398								
	OTHER EQUIPMENT	7399	92,463	9,390	81,963	1,111	83%	89%	5,892	6%
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	MACHINERY AND EQUIPM		287,278	9,390	188,353	89,535	83%	66%	(61,254)	-21%
	VEHICLES									
	AUTOMOBILES	7400	1,064,610		932,374	132,236	83%	88%	54,238	5%
	AUTOMOBILES-METH GRANT	7401								
	AUTOMOBILES-BYRNE GRAN	7402								
	MOTORCYCLES	7405								
	PICK UP TRUCKS	7420								
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	VEHICLES		1,064,610		932,374	132,236	83%	88%	54,238	5%
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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	CAPITAL OUTLAY		1,351,888	9,390	1,120,727	221,771	83%	83%	(7,015)	-1%
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683,289	EXPENDITURES		11,594,816	33,251	9,096,404	2,465,161	83%	78%	(679,131)	-6%

		CITY OF HATTIESBURG								
001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
28	FOOD	5115	2,662		2,662		83%	100%	532	20%
	MEDICAL SUPPLIES	5120	2,150		2,133	17	83%	99%	409	19%
	GAS AND OIL	5250								
	WEARING APPAREL-POLICE	5355	2,872		1,718	1,154	83%	60%	(810)	-28%
	WEARING APPAREL-FIRE	5356	1,500		1,430	70	83%	95%	216	14%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	228			228	83%	0%	(228)	-100%
	BRICK,STONE,MORTAR,ETC	5410								
	SAND,CLAY,GRVL,FILL DI	5415	14,200		14,029	171	83%	99%	2,634	19%
	HORT./LANDSCAPING SPLY	5440	500		490	10	83%	98%	88	18%
	HAND TOOLS	5450	1,540		1,489	51	83%	97%	246	16%
1,263	MINOR EQUIPMENT-POLICE	5460	12,788	1,077	6,064	5,647	83%	47%	(5,511)	-43%
	MINOR EQUIPMENT-FIRE	5462	7,250		7,163	87	83%	99%	1,345	19%
	MINOR EQUIP-REGIONAL R	5463	12,546		7,545	5,001	83%	60%	(3,492)	-28%
1,822	SWIFT WATER RESCUE SUP	5465	1,822		1,822		83%	100%	364	20%
2,846	HAZ.MAT SUPPLIES	5466	13,749	4,978	8,770	1	83%	64%	(3,225)	-23%
	P&F CLASSES-(FEE) SUPP	5469								
799	OTHER OPER.MATL-POLICE	5590	24,400	4,990	19,278	131	83%	79%	(1,266)	-5%
	OTHER OPER.MATL-FIRE	5591	10,631	194	10,437	1	83%	98%	1,893	18%
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6,758	OPERATING SUPPLIES		112,386	11,334	88,482	12,571	83%	79%	(6,207)	-6%
	REPAIR & MAINTENANCE SP									
153	BUILDING MATERIALS & S	5600	8,457		8,306	151	83%	98%	1,510	18%
	ELECTRICAL SUPPLIES	5605	4,857		4,842	15	83%	100%	953	20%
	PLUMBING SUPPLIES	5610	1,433		1,432	1	83%	100%	285	20%
143	PAINT AND PAINTING SPL	5650	606		372	234	83%	61%	(159)	-26%
385	MTR VEHICLE REP. PTS/S	5700	500		385	115	83%	77%	(38)	-8%
	OTHER REPAIR/MAINT. SP	5990	6,101	1,335	3,550	1,216	83%	58%	(1,841)	-30%
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680	REPAIR & MAINTENANCE		21,954	1,335	18,887	1,732	83%	86%	710	3%
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10,219	SUPPLIES AND EXPENSES		147,978	13,285	119,253	15,441	83%	81%	(4,874)	-3%
	PROFESSIONAL SERVICES									
	MEDICAL	6027	200			200	83%	0%	(200)	-100%
	P&F CLASSES-(FEE) SERV	6045	100			100	83%	0%	(100)	-100%
	OTHER PROFESSIONAL SER	6049	1,000		100	900	83%	10%	(880)	-88%

			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	RRT PLANNING-HOMELAND	6049 21								
	RRT TRAINING-HOMELAND	6049 22	88,920		42,390	46,530	83%	48%	(38,052)	-43%
	H'BURG HIGH-HOMELAND	6049 23								
	MGMT/ADMIN-HOMELAND S	6049 24								
	OTHER-CITY HOMELAND S	6049 25								
	OTHER	6049 99								
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	OTHER PROFESSIONAL		89,920		42,490	47,430	83%	47%	(38,932)	-43%
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	PROFESSIONAL SERVICE		90,220		42,490	47,730	83%	47%	(39,232)	-43%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	500		338	163	83%	68%	(94)	-19%
	TELEPHONE-RRT COORDINA	6060 GRANT	1,080		882	198	83%	82%	(21)	-2%
	POSTAGE	6070	100			100	83%	0%	(100)	-100%
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	COMMUNICATIONS		1,680		1,220	460	83%	73%	(216)	-13%
	TRANSPORTATION									
513	TRVL EXP-POLICE	6110	9,000		2,810	6,190	83%	31%	(5,628)	-63%
496	TRVL EXP-FIRE	6111	11,000		9,698	1,302	83%	88%	637	6%
	TRVL EXP-RRT COORDINAT	6112	9,000		6,864	2,136	83%	76%	(763)	-8%
	TRVL EXP-RESPONSE TEAM	6116	1,000			1,000	83%	0%	(1,000)	-100%
	FREIGHT	6120	300			300	83%	0%	(300)	-100%
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1,010	TRANSPORTATION		30,300		19,372	10,928	83%	64%	(7,053)	-23%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								
	OTHER INSURANCE	6299								

			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	INSURANCE									
	UTILITIES									
71	GAS	6300	5,000		2,228	2,772	83%	45%	(2,326)	-47%
1,736	ELECTRICITY	6305	19,232		11,922	7,310	83%	62%	(4,925)	-26%
	WATER	6315								
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1,807	UTILITIES		24,232		14,150	10,082	83%	58%	(7,252)	-30%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	6,226		3,290	2,936	83%	53%	(2,278)	-37%
	OFFICE EQUIPMENT R&M	6365	1,500			1,500	83%	0%	(1,500)	-100%
	MINOR EQUIPMENT R&M	6382	600			600	83%	0%	(600)	-100%
	MOTOR VEHICLE EQ. R&M	6384	800			800	83%	0%	(800)	-100%
	CLEANING AND PAINTING	6392	600		600		83%	100%	120	20%
150	DISINFECT./EXTERMINATI	6394	1,500		1,375	125	83%	92%	150	10%
348	OTHER REPAIRS AND MAIN	6399	4,525		1,808	2,717	83%	40%	(2,355)	-52%
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498	REPR/MAINT-OUTSIDE L		15,751		7,072	8,679	83%	45%	(7,264)	-46%
	RENTALS									
291	OTHER RENT	6449	3,675		3,641	34	83%	99%	694	19%
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291	RENTALS		3,675		3,641	34	83%	99%	694	19%
	OTHER SERVICES & CHARGE									
	PETTY CASH LOSS/STORM	6818								
	DUES AND MEMBERSHIPS	6840	500	20	60	420	83%	12%	(428)	-86%
	REGISTRATN FEE-POLICE	6845	10,825	800	2,886	7,139	83%	27%	(7,361)	-68%
120	REGISTRATN FEE-FIRE	6846	10,330		7,115	3,215	83%	69%	(1,792)	-17%
	SERVICES NOT SPECIFIED	6999	3,750		3,450	300	83%	92%	390	10%
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120	OTHER SERVICES & CHA		25,405	820	13,511	11,074	83%	53%	(9,191)	-36%
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3,726	OTHER SERVICES & CHAR		191,263	820	101,455	88,988	83%	53%	(69,517)	-36%
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	P&F TRAINING BLDG	7150 34								
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			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	EQUIP-RESPONSE TEAM'07	7311								
	EQUIP-RESPONSE TEAM'04	7314								
	EQUIP-CITY HOMELAND SE	7316								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	OTHER EQUIP-HAZ.MAT	7398								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	BUSES	7410								
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	VEHICLES									
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	CAPITAL OUTLAY									
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16,301	EXPENDITURES		370,711	14,105	246,420	110,186	83%	66%	(75,007)	-20%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LABORATORY SUPPLIES	5125								
	CHEMICALS	5130								
1,020	GAS AND OIL	5250	18,800		15,159	3,641	83%	81%	(609)	-3%
22	LUBRICANTS	5255	3,214		2,827	387	83%	88%	178	6%
5,530	DIESEL FUEL	5257	83,786		69,537	14,249	83%	83%	(341)	0%
51	OTHER FUEL	5260	200		51	149	83%	26%	(138)	-69%
524	UNIFORMS, BADGES, ETC.	5350	48,000	70	47,168	762	83%	98%	8,601	18%
2,001	WEARING APPAREL	5355	8,200	1,290	5,607	1,303	83%	68%	(1,471)	-18%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	250		122	129	83%	49%	(103)	-41%
	HORT./LANDSCAPING SPLY	5440	400		177	224	83%	44%	(187)	-47%
	HAND TOOLS	5450	2,600		1,953	647	83%	75%	(256)	-10%
124	MINOR EQUIPMENT	5460	9,000	620	6,144	2,236	83%	68%	(1,627)	-18%
	MINOR FIRE FIGHTING EQ	5462	6,075		5,369	706	83%	88%	367	6%
	SWIFT WATER RESCUE SUP	5465								
	FIRE HOSE	5470	4,500	4,169		331	83%	0%	(4,500)	-100%
	RECREATIONAL SUPPLIES	5510								
	SFTY/FIRE P/MATL CONTR	5535	4,000	1,213	518	2,269	83%	13%	(3,378)	-84%
93	OTHER OPERATING MATL/S	5590	3,000	291	1,513	1,197	83%	50%	(1,184)	-39%
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10,914	OPERATING SUPPLIES		209,595	7,653	171,676	30,268	83%	82%	(3,583)	-2%
	REPAIR & MAINTENANCE SP									
268	BUILDING MATERIALS & S	5600	10,500		10,350	150	83%	99%	1,920	18%
283	ELECTRICAL SUPPLIES	5605	3,500		3,401	99	83%	97%	581	17%
100	PLUMBING SUPPLIES	5610	1,850		1,598	252	83%	86%	67	4%
	PAINT AND PAINTING SPL	5650	2,200		285	1,915	83%	13%	(1,858)	-84%
2,238	MTR VEHICLE REP. PTS/S	5700	58,000	12	55,228	2,759	83%	95%	8,273	14%
	COMMUNICATION REPAIR P	5750	3,100		2,699	401	83%	87%	138	4%
79	AGRICLTRL REPAIR PTS/S	5755	300		265	35	83%	88%	18	6%
	SCBA REPAIR PTS/SPL	5756	10,104		10,061	43	83%	100%	1,969	19%
16	MINOR COMPUTER EQUIP.	5800	2,500		2,094	406	83%	84%	12	0%
15	OTHER REPAIR/MAINT. SP	5990	300		208	92	83%	69%	(50)	-17%
	REPR SPLY-8/29/05 STOR	5995								
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2,999	REPAIR & MAINTENANCE		92,354	12	86,190	6,152	83%	93%	11,074	12%
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13,896	SUPPLIES AND EXPENSES		317,766	10,097	269,803	37,867	83%	85%	5,997	2%

		CITY OF HATTIESBURG								
001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	DUES AND MEMBERSHIPS	6840	1,450		1,250	200	83%	86%	50	3%
	REGISTRATION FEE/TUITI	6845	1,000		775	225	83%	78%	(70)	-7%
	LAUNDRY	6850	100			100	83%	0%	(100)	-100%
	SERVICES NOT SPECIFIED	6999	3,250		559	2,691	83%	17%	(2,579)	-79%
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	OTHER SERVICES & CHA		5,800		2,584	3,216	83%	45%	(2,699)	-47%
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12,663	OTHER SERVICES & CHAR		305,460	2,456	259,039	43,964	83%	85%	5,386	2%
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE STATION-PW8294	7100 20								
	FIRE STATION-CDBG	7100 21	23,418		10,734	12,684	83%	46%	(10,537)	-45%
	STORAGE BUILDING	7100 23								
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	BUILDINGS		23,418		10,734	12,684	83%	46%	(10,537)	-45%
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	BUILDING/BLD IMPROVE		23,418		10,734	12,684	83%	46%	(10,537)	-45%
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	LABORATORY	7310								
	FIRE FIGHTING	7315								
	EQUIP-SCBA-'11 AF GRAN	7317	88,664		88,500	164	83%	100%	17,536	20%
	HOUSEHOLD FURN/EQUIP.	7320	6,500		4,649	1,851	83%	72%	(921)	-14%
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	EQ-WIRELESS NETWORK GR	7331								
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	HYDRANTS & METERS	7365	3,000			3,000	83%	0%	(3,000)	-100%

			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		98,164		93,149	5,015	83%	95%	13,614	14%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	48,000		47,784	216	83%	100%	9,340	19%
	HEAVY TRUCKS	7430								
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	VEHICLES		48,000		47,784	216	83%	100%	9,340	19%
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	CAPITAL OUTLAY		169,582		151,667	17,915	83%	89%	12,418	7%
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474,545	EXPENDITURES		7,227,102	12,553	6,083,038	1,131,512	83%	84%	72,543	1%

		CITY OF HATTIESBURG								
001180 - GENERAL FUND-LAND DEVEL.ADM.		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	1,100			1,100	83%	0%	(1,100)	-100%
	MOTOR VEHICLE EQ. R&M	6384	11,697		7,401	4,296	83%	63%	(2,815)	-24%
	COMMUNICATION EQ. R&M	6390	600		99	501	83%	17%	(481)	-80%
	CLEANING AND PAINTING	6392								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	500		130	370	83%	26%	(344)	-69%
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	REPR/MAINT-OUTSIDE L		13,897		7,630	6,267	83%	55%	(4,741)	-34%
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	2,400		2,226	174	83%	93%	271	11%
880	REGISTRATION FEE/TUITI	6845	6,000		995	5,005	83%	17%	(4,806)	-80%
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880	OTHER SERVICES & CHA		8,400		3,221	5,179	83%	38%	(4,534)	-54%
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3,327	OTHER SERVICES & CHAR		61,072	2,201	37,191	21,680	83%	61%	(16,442)	-27%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325			155-	155			186	
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM				155-	155			186	

			CITY OF HATTIESBURG							
	001180 - GENERAL FUND-LAND DEVEL.ADM.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY				155-	155			186	
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43,254	EXPENDITURES		614,635	2,201	442,156	170,277	83%	72%	(84,047)	-14%

			CITY OF HATTIESBURG							
	001190 - GENERAL FUND-P/S CONTRAC.SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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153,225	EXPENDITURES		1,809,445		1,402,783	406,662	83%	78%	(126,105)	-7%

			CITY OF HATTIESBURG							
	001191 - GENERAL FUND-TRAFFIC MAINT.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AUTOMOBILES	7400								
22,763	PICK UP TRUCKS	7420	22,763		22,763		83%	100%	4,552	20%
	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450	99,237	85,173		14,064	83%	0%	(99,237)	-100%
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22,763	VEHICLES		122,000	85,173	22,763	14,064	83%	19%	(94,684)	-78%
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22,763	CAPITAL OUTLAY		122,000	85,173	22,763	14,064	83%	19%	(94,684)	-78%
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57,535	EXPENDITURES		668,097	88,936	394,750	184,412	83%	59%	(194,397)	-29%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WEARING APPAREL	5355	2,600		1,946	654	83%	75%	(264)	-10%
	ASPHALT & ASPHALT PROD	5400	8,000		1,025	6,975	83%	13%	(6,770)	-85%
	CONCRETE, CEMENT, ETC.	5405	49,050	8,164	40,408	478	83%	82%	(560)	-1%
	BRICK,STONE,MORTAR,ETC	5410	5,000			5,000	83%	0%	(5,000)	-100%
	SAND,CLAY,GRVL,FILL DI	5415	50,000		49,298	702	83%	99%	9,157	18%
	DRAINAGE PIPE & CULVER	5420	9,500		5,922	3,578	83%	62%	(2,393)	-25%
2,030	HORT./LANDSCAPING SPLY	5440	10,000		6,709	3,291	83%	67%	(1,949)	-19%
	HAND TOOLS	5450	3,000	515	1,854	631	83%	62%	(775)	-26%
	MINOR EQUIPMENT	5460	7,500	444	6,114	941	83%	82%	(163)	-2%
	STREET MARKING SUPPLIE	5550								
49	OTHER OPERATING MATL/S	5590	7,500	690	6,806	4	83%	91%	667	9%
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13,482	OPERATING SUPPLIES		334,650	11,194	270,396	53,060	83%	81%	(10,174)	-3%
	REPAIR & MAINTENANCE SP									
983	BUILDING MATERIALS & S	5600	24,000	424	23,585	(9)	83%	98%	4,302	18%
	ELECTRICAL SUPPLIES	5605	7,500		7,488	12	83%	100%	1,485	20%
	PLUMBING SUPPLIES	5610	1,000		883	117	83%	88%	59	6%
4,698	STRUCTURAL STEEL & IRO	5620	12,500		10,818	1,682	83%	87%	481	4%
430	PAINT AND PAINTING SPL	5650	5,700		5,273	427	83%	93%	627	11%
8,073	MTR VEHICLE REP. PTS/S	5700	88,000	2,092	83,520	2,388	83%	95%	12,224	14%
221	COMMUNICATION REPAIR P	5750	1,000		921	79	83%	92%	105	11%
202	AGRICLTRL REPAIR PTS/S	5755	6,000	317	5,671	12	83%	95%	805	13%
50	OTHER REPAIR/MAINT. SP	5990	700		615	85	83%	88%	38	5%
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14,656	REPAIR & MAINTENANCE		146,400	2,833	138,774	4,793	83%	95%	20,128	14%
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28,138	SUPPLIES AND EXPENSES		481,750	14,216	409,456	58,078	83%	85%	9,597	2%
	PROFESSIONAL SERVICES									
	LOT CLEARING	6018								
	MEDICAL	6027								
514	OTHER PROFESSIONAL SER	6049	47,000		40,012	6,988	83%	85%	1,014	2%
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514	PROFESSIONAL SERVICE		47,000		40,012	6,988	83%	85%	1,014	2%
	TRANSPORTATION									
453	TRAVEL EXPENSE	6110	2,285		1,865	420	83%	82%	(47)	-2%
	FREIGHT	6120								

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MESSENGER/EXPRESS SERV	6130								
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453	TRANSPORTATION		2,285		1,865	420	83%	82%	(47)	-2%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	STREETS & STRUCTURES R	6360								
	MISC PAVING	6360 01								
	VENETIAN WAY AREA	6360 02								
	S 27TH/O'FERRELL AREA	6360 03								
	W 4TH-COLUMBIA ST ARE	6360 04								
	MCINNIS LOOP/CAMBRIDG	6360 05								
	DABBS ST/MLK AREA	6360 06								
	S 40TH/BONHOMIE	6360 07								
	STANLEY/HWY 42 AREA	6360 08								
	PINE HILLS/SANDLEWOOD	6360 09								
	N 35TH/USM AREA	6360 10								
	S 36TH/MAMIE ST AREA	6360 11								
	S 34TH/MANDALAY AREA	6360 12								

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	S H'BURG/S CHANCELLOR	6360 13								
	BROAD ST/CAPITAL ST A	6360 14								
	MOBILE/BOUIE ST AREA	6360 15								
	CHALMETTE/WINDGATE	6360 16								
	HONEYSUCKLE/DOGWOOD	6360 17								
	ADELINE/S 16TH AREA	6360 18								
	DUMAS/FLORENCE ST ARE	6360 19								
	S 16TH/CORRINE ST ARE	6360 20								
	ACADEMY DR-BLC AIRPOR	6360 21								
	COTTAGES AT TURTLE CR	6360 22								
	CLASSIC DR/J ED TURNE	6360 23								
	E 5TH ST/E 6TH ST ARE	6360 24								
	HALL/ELIZABETH AVE	6360 25								
	MANDALAY/HILLENDAL	6360 26								
	ARLINGTON LOOP/S 34TH	6360 27								
	N. 31st Ave/HILLSIDE	6360 28								
	DWNTWN AREA VAR STS &	6360 29								
	LONG RANGE PAVING PLA	6360 99								
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	STREETS & STRUCTURE									
	FIXED EQUIPMENT R&M	6380	1,000		752	248	83%	75%	(97)	-10%
	MINOR EQUIPMENT R&M	6382	1,500		1,472	28	83%	98%	266	18%
18	MOTOR VEHICLE EQ. R&M	6384	79,415	2,547	58,113	18,755	83%	73%	(9,679)	-12%
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390								
	SIGN PAINTING	6396								
250	TOW IN CHARGES	6398	700		890	(190)	83%	127%	368	53%
	OTHER REPAIRS AND MAIN	6399	500		340	160	83%	68%	(92)	-18%
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268	REPR/MAINT-OUTSIDE L		83,115	2,547	61,567	19,001	83%	74%	(9,234)	-11%
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
	MACHINERY RENT	6420	64,000	18,306	36,612	9,082	83%	57%	(20,065)	-31%
	UNIFORM RENT	6430	5,471		5,402	69	83%	99%	1,011	18%
	OTHER RENT	6449	15,000		500	14,500	83%	3%	(14,400)	-96%
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	RENTALS		84,471	18,306	42,514	23,651	83%	50%	(33,454)	-40%

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	2,300		1,524	776	83%	66%	(471)	-20%
	SERVICES NOT SPECIFIED	6999			407-	407			488	
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	OTHER SERVICES & CHA		2,300		1,117	1,183	83%	49%	(959)	-42%
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1,234	OTHER SERVICES & CHAR		219,171	20,853	147,075	51,243	83%	67%	(42,681)	-19%
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	SEWERS	7220								
	IND.PARK WTR/SWR IMPR	7220 03								
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	SEWERS									
	B/WAY, E. HARDY-SBA	7223								
	KAB/LANDSCAPING	7226								
	STREETS & ROADWAYS	7230								
	INDUSTRIAL PARK ROADS	7230 02								
	W.4TH-HWY 49 TO 38TH	7230 15								
	HARDY ST-MCLEOD TO 25	7230 16								
	OTHER STREET IMPR.	7230 99								
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	STREETS & ROADWAYS									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PICK UP TRUCKS	7420	12,000		12,000		83%	100%	2,400	20%
	HEAVY TRUCKS	7430								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES		12,000		12,000		83%	100%	2,400	20%
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	CAPITAL OUTLAY		12,000		12,000		83%	100%	2,400	20%
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145,415	EXPENDITURES		2,463,187	35,069	1,819,027	609,091	83%	74%	(280,354)	-11%

			CITY OF HATTIESBURG							
	001202 - GENERAL FUND-STREET LIGHTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	UTILITIES									
86,825	ELECTRICITY	6305	1,100,000		870,563	229,437	83%	79%	(55,324)	-5%
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86,825	UTILITIES		1,100,000		870,563	229,437	83%	79%	(55,324)	-5%
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86,825	OTHER SERVICES & CHAR		1,100,000		870,563	229,437	83%	79%	(55,324)	-5%
	IMPROVEMENT OTHER THAN									
	STREET LIGHTING	7235								
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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86,825	EXPENDITURES		1,100,000		870,563	229,437	83%	79%	(55,324)	-5%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ADVERTISING	6150	548		548		83%	100%	109	20%
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	ADVERTISING		548		548		83%	100%	109	20%
	PRINTING AND BINDING									
	PRINTING	6200								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
13	GAS	6300	2,000		617	1,383	83%	31%	(1,259)	-63%
521	ELECTRICITY	6305	5,400		3,172	2,228	83%	59%	(1,593)	-30%
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534	UTILITIES		7,400		3,789	3,611	83%	51%	(2,853)	-39%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	11,500		40	11,460	83%	0%	(11,452)	-100%
	OFFICE EQUIPMENT R&M	6365	1,482		65	1,417	83%	4%	(1,404)	-95%
175	MINOR EQUIPMENT R&M	6382	175		175		83%	100%	35	20%
	MOTOR VEHICLE EQ. R&M	6384	1,702		170	1,532	83%	10%	(1,498)	-88%
	COMMUNICATION EQ. R&M	6390	2,000		1,819	181	83%	91%	182	9%
	DISINFECT./EXTERMINATI	6394	300		180	120	83%	60%	(84)	-28%
	TOW IN CHARGES	6398	123		123		83%	100%	24	20%
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175	REPR/MAINT-OUTSIDE L		17,282		2,572	14,710	83%	15%	(14,195)	-82%
	RENTALS									
401	OFFICE EQUIPMENT RENT	6410	3,600		3,558	42	83%	99%	669	19%
	UNIFORM RENT	6430	500	45	347	108	83%	69%	(83)	-17%
	OTHER RENT	6449								
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401	RENTALS		4,100	45	3,905	150	83%	95%	586	14%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	450		360	90	83%	80%	(18)	-4%

		CITY OF HATTIESBURG								
001203 - GENERAL FUND-ENGR/PUBLIC SER		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845	1,920		1,635	285	83%	85%	42	2%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		2,370		1,995	375	83%	84%	24	1%
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23,778	OTHER SERVICES & CHAR		427,750	45	249,924	177,782	83%	58%	(127,841)	-30%
	LAND									
	EASEMENTS	7010								
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	LAND									
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305	500			500	83%	0%	(500)	-100%
	OFFICE FURN/EQUIP.	7325	2,000		1,792	208	83%	90%	150	8%
3,040	DATA PROCESSING EQUIP.	7327	15,000	7,566	3,539	3,895	83%	24%	(10,753)	-72%
	COMMUNICATION EQUIPMEN	7355								
	EMERGENCY GENERATORS	7362								
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3,040	MACHINERY AND EQUIPM		17,500	7,566	5,331	4,603	83%	30%	(11,102)	-63%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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3,040	CAPITAL OUTLAY		17,500	7,566	5,331	4,603	83%	30%	(11,102)	-63%
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51,770	EXPENDITURES		788,669	7,611	543,431	237,628	83%	69%	(136,551)	-17%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
128	HAND TOOLS	5450	1,500		1,172	328	83%	78%	(93)	-6%
291	MINOR EQUIPMENT	5460	5,500		5,335	165	83%	97%	902	16%
5	OTHER OPERATING MATL/S	5590	900		903	(3)	83%	100%	183	20%
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997	OPERATING SUPPLIES		34,500		20,159	14,341	83%	58%	(10,309)	-30%
	REPAIR & MAINTENANCE SP									
317	BUILDING MATERIALS & S	5600	1,000	53	721	227	83%	72%	(134)	-13%
	ELECTRICAL SUPPLIES	5605	1,340		1,256	84	83%	94%	167	12%
	PLUMBING SUPPLIES	5610	200		120	80	83%	60%	(56)	-28%
	STRUCTURAL STEEL & IRO	5620	8,000		7,866	134	83%	98%	1,439	18%
	PAINT AND PAINTING SPL	5650								
60	MTR VEHICLE REP. PTS/S	5700	2,000	103	595	1,302	83%	30%	(1,286)	-64%
	TROLLEY REPR PARTS & S	5710	485			485	83%	0%	(485)	-100%
750	COMMUNICATION REPAIR P	5750	750		750		83%	100%	150	20%
	EXPENDABLE WELDING SPL	5770								
65	OTHER REPAIR/MAINT. SP	5990	5,000		4,858	142	83%	97%	829	17%
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1,192	REPAIR & MAINTENANCE		18,775	156	16,166	2,453	83%	86%	624	3%
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2,189	SUPPLIES AND EXPENSES		53,275	156	36,325	16,795	83%	68%	(9,685)	-18%
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
27	GAS	6300	3,000		1,049	1,951	83%	35%	(1,741)	-58%
2,190	ELECTRICITY	6305	39,000		26,172	12,828	83%	67%	(7,593)	-19%
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2,217	UTILITIES		42,000		27,220	14,780	83%	65%	(9,336)	-22%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								

			CITY OF HATTIESBURG							
	001204 - GENERAL FUND-SHOP DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	PLANT EQUIPMENT	7340								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY									
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34,315	EXPENDITURES		582,112	156	415,204	166,752	83%	71%	(83,867)	-14%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HAND TOOLS	5450								
7	MINOR EQUIPMENT	5460	250		7	243	83%	3%	(241)	-96%
148	OTHER OPERATING MATL/S	5590	450		468	(18)	83%	104%	111	25%
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4,757	OPERATING SUPPLIES		14,850	348	8,744	5,758	83%	59%	(4,357)	-29%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	50			50	83%	0%	(50)	-100%
203	ELECTRICAL SUPPLIES	5605	550		203	347	83%	37%	(306)	-56%
	PLUMBING SUPPLIES	5610	100		32	68	83%	32%	(61)	-61%
	PAINT AND PAINTING SPL	5650	500			500	83%	0%	(500)	-100%
	COMMUNICATION REPAIR P	5750								
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203	REPAIR & MAINTENANCE		1,200		235	965	83%	20%	(918)	-77%
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4,960	SUPPLIES AND EXPENSES		18,600	598	11,198	6,804	83%	60%	(5,162)	-28%
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049	17,455		12,176	5,279	83%	70%	(2,843)	-16%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE		17,455		12,176	5,279	83%	70%	(2,843)	-16%
	COMMUNICATIONS									
82	TELEPHONE AND TELEGRAP	6060	1,500		1,315	185	83%	88%	78	5%
	POSTAGE	6070								
-----			-----	-----	-----	-----	-----	-----	-----	-----
82	COMMUNICATIONS		1,500		1,315	185	83%	88%	78	5%
	TRANSPORTATION									
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION									
	UTILITIES									
64	ELECTRICITY	6305	780		644	136	83%	83%	(7)	-1%
-----			-----	-----	-----	-----	-----	-----	-----	-----
64	UTILITIES		780		644	136	83%	83%	(7)	-1%
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	750		200	550	83%	27%	(510)	-68%
	HOUSEHOLD EQUIPMENT R&	6370								

			CITY OF HATTIESBURG							
	001205 - GENERAL FUND-G O & F SDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPM									
-----			-----	-----	-----	-----	----	----	-----	----
	CAPITAL OUTLAY									
-----			-----	-----	-----	-----	----	----	-----	----
28,082	EXPENDITURES		349,942	598	287,113	62,231	83%	82%	(5,406)	-2%

			CITY OF HATTIESBURG							
	001206 - GENERAL FUND-DRAINAGEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPR/MAINT-OUTSIDE L		405,200		225,158	180,042	83%	56%	(135,010)	-33%
	RENTALS									
	MACHINERY RENT	6420								
	UNIFORM RENT	6430	800		741	59	83%	93%	89	11%
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	RENTALS		800		741	59	83%	93%	89	11%
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR		476,000	3,018	250,305	222,678	83%	53%	(175,634)	-37%
	LAND									
	EASEMENTS	7010								
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	LAND									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	NRCS EROSION CONTROL	7215 01								
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	DRAINS									
	OTHER IMPROVEMENTS	7295								
	MISC. PROJECTS	7296								
	ENVIRON PROJ-KERR MAG	7296 01								
	ENVIRON PROJ-MS TANK	7296 02								
	NCBM-BROWNFIELDS STUD	7296 03								
	ENVIRON PROJ-BROWNSFI	7296 04								
	DEQ-CREEK BANK-RIVER	7296 05	303,000			303,000	83%	0%	(303,000)	-100%
	CREEK - LILLIE BURNEY	7296 06								
	CREEK - DEPOT BAKERY	7296 07								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	MISC. PROJECTS		303,000			303,000	83%	0%	(303,000)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH		303,000			303,000	83%	0%	(303,000)	-100%
	MACHINERY AND EQUIPMENT									
	DP EQUIP-BROWNSFIELD P	7324								

			CITY OF HATTIESBURG							
	001206 - GENERAL FUND-DRAINAGEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CONSTRUCTION EQUIPMENT	7345								
	PIPE	7370								
	OTHER EQUIPMENT	7399	7,000			7,000	83%	0%	(7,000)	-100%
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	MACHINERY AND EQUIPM		7,000			7,000	83%	0%	(7,000)	-100%
	VEHICLES									
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
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	VEHICLES									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY		310,000			310,000	83%	0%	(310,000)	-100%
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14,940	EXPENDITURES		1,027,455	6,610	436,037	584,808	83%	42%	(504,210)	-49%

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
27,871	REGULAR WAGES	4000	381,039		302,025	79,014	83%	79%	(18,609)	-5%
	DISASTER RECOVERY WAGE	4010								
25	OVERTIME	4300	11,000		8,532	2,469	83%	78%	(761)	-7%
	DISASTER RECOVERY OVER	4310								
-----			-----	-----	-----	-----	-----	-----	-----	-----
27,896	SALARIES		392,039		310,556	81,483	83%	79%	(19,371)	-5%
	EMPLOYEE BENEFITS									
3,978	STATE RETIREMENT	4600	50,835		39,593	11,242	83%	78%	(3,323)	-7%
2,015	F.I.C.A. TAXES	4700	29,690		22,582	7,108	83%	76%	(2,591)	-9%
5,432	HOSPITALIZATION INS.	4800	73,800		60,894	12,906	83%	83%	(727)	-1%
	UNEMPLOYMENT BENEFITS	4900	2,500		217	2,283	83%	9%	(2,239)	-90%
	WORKMAN'S COMPENSATION	4910	34,000		28,995	5,005	83%	85%	794	2%
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11,425	EMPLOYEE BENEFITS		190,825		152,282	38,543	83%	80%	(8,086)	-4%
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39,321	PERSONAL SERVICES		582,864		462,838	120,026	83%	79%	(27,458)	-5%
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	400		62	338	83%	16%	(325)	-81%
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	150			150	83%	0%	(150)	-100%
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	OFFICE SUPPLIES		550		62	488	83%	11%	(475)	-86%
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	CHEMICALS	5130	150			150	83%	0%	(150)	-100%
1,719	GAS AND OIL	5250	25,150		21,211	3,939	83%	84%	303	1%
	LUBRICANTS	5255	400		171	229	83%	43%	(194)	-49%
	DIESEL FUEL	5257	1,200		300	900	83%	25%	(840)	-70%
	WEARING APPAREL	5355	750		648	102	83%	86%	27	4%
	CONCRETE, CEMENT, ETC.	5405	600		84	517	83%	14%	(499)	-83%

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
380	REPR PARTS/SUPPLIES		10,500	7,123	1,291	2,086	83%	12%	(8,950)	-85%
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2,886	SUPPLIES AND EXPENSES		98,834	12,187	67,887	18,760	83%	69%	(17,369)	-18%
	PROFESSIONAL SERVICES									
	DEMOLITION	6013								
	ENGINEERING	6015								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
97	TELEPHONE AND TELEGRAP	6060	1,440		1,363	77	83%	95%	195	14%
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97	COMMUNICATIONS		1,440		1,363	77	83%	95%	195	14%
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
	ELECTRICITY	6305	1,500		632	868	83%	42%	(741)	-49%
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	UTILITIES		1,500		632	868	83%	42%	(741)	-49%
	REPR/MAINT-OUTSIDE LABO									
	8/29/05 FACILITY REPRS	6351								
	8/29 TEMP ROOFS PW733	6351 01								
	8/29 ZOO ED CTR PW342	6351 02								
	8/29 AIRPORT PW2275	6351 03								
	8/29 ZOO GAZEBO PW194	6351 04								
	8/29 TRAIN DEP.PW1166	6351 05								

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	8/29 BURGR ROOF PW510	6351 06								
	8/29 AIRPORT PW6184	6351 07								
	8/29 P&F TRNG PW5158	6351 08								
	8/29 MAIN ROOF PW4465	6351 09								
	8/29 CONCESS RF PW447	6351 10								
	8/29 P&F TRNG PW5136	6351 11								
	8/29 SEWERS PW220	6351 12								
	8/29 WATER PW6379	6351 13								
	8/29 PLT 2 PW3427	6351 14								
	8/29 HPD PW474	6351 15								
	8/29 FIRE STA PW8294	6351 16								
	8/29 DAHMER PW1298	6351 17								
	8/29 DAHMER PW738	6351 18								
	8/29 DAHMER PW1269	6351 19								
	8/29 FIRE STA#8 PW444	6351 20								
	8/29 SOFTBALL PW736	6351 21								
	8/29 CAMERON FL PW730	6351 22								
	8/29 GARDEN CTR PW176	6351 23								
	8/29 AIRPORT PW3411	6351 24								
	8/29 AIRPORT PW3459	6351 25								
	8/29 CITY HALL PW1325	6351 26								
	8/29 LAGOON PW712	6351 27								
	8/29 TIMBERTON PW719	6351 28								
	8/29 HIGHLAND PW717	6351 29								
	8/29 TENNIS ROOF PW72	6351 30								
	8/29 AVIARY EXH PW742	6351 31								
	8/29 P&F ACA RF PW419	6351 32								
	8/29 COMPUTER6259/512	6351 33								
	8/29 WTR/SWR PW5492	6351 34								
	8/29 ROOF5492/295/117	6351 35								
	8/29 SPILLWAY PW7763	6351 36								
	8/29 PUB SER FAC PW48	6351 37								
	8/29 TRAF/CONST PW790	6351 38								
	8/29 CUL CTR RF PW332	6351 39								
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	8/29/05 FACILITY RE									
	8/29/05 STORM REPAIRS	6353								

		CITY OF HATTIESBURG								
001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%	
209	RENTALS		3,161		2,201	960	83%	70%	(519)	-16%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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1,125	OTHER SERVICES & CHAR		165,835	87,956	54,467	23,412	83%	33%	(100,474)	-61%
	LAND									
	EASEMENTS	7010								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	EUREKA SCHOOL	7100 03								
	BURGER BUILDING	7100 04								
	SAFE ROOMS-MEMA GRANT	7100 25	67,218			67,218	83%	0%	(67,218)	-100%
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	BUILDINGS		67,218			67,218	83%	0%	(67,218)	-100%
	BUILDING IMPROVEMENTS	7150								
	STORAGE BUILDING	7150 33								
	EATON SCHL ROOF/CLG P	7150 38								
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	BUILDING IMPROVEMEN									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE		67,218			67,218	83%	0%	(67,218)	-100%
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	OTHER IMPROVEMENTS	7295								
	EAST JERUSALEM COMM C	7295 07	44,500			44,500	83%	0%	(44,500)	-100%
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	OTHER IMPROVEMENTS		44,500			44,500	83%	0%	(44,500)	-100%
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	IMPROVEMENT OTHER TH		44,500			44,500	83%	0%	(44,500)	-100%
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399	46,000		31,500	14,500	83%	68%	(8,200)	-18%
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	MACHINERY AND EQUIPM		46,000		31,500	14,500	83%	68%	(8,200)	-18%
	VEHICLES									
	AUTOMOBILES	7400	45,000	19,401	24,930	669	83%	55%	(15,084)	-34%
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
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	VEHICLES		45,000	19,401	24,930	669	83%	55%	(15,084)	-34%
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	CAPITAL OUTLAY		202,718	19,401	56,430	126,887	83%	28%	(135,002)	-67%
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43,332	EXPENDITURES		1,050,251	119,544	641,621	289,086	83%	61%	(280,305)	-27%

		CITY OF HATTIESBURG								
001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%	
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	1,500		225	1,275	83%	15%	(1,230)	-82%
516	MINOR EQUIPMENT	5460	3,000	29	1,668	1,303	83%	56%	(998)	-33%
698	OTHER OPERATING MATL/S	5590	5,000	57	4,856	87	83%	97%	827	17%
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18,507	OPERATING SUPPLIES		230,700	847	188,411	41,442	83%	82%	(4,606)	-2%
	REPAIR & MAINTENANCE SP									
22	BUILDING MATERIALS & S	5600	500		95	405	83%	19%	(386)	-77%
597	ELECTRICAL SUPPLIES	5605	2,500		1,575	925	83%	63%	(610)	-24%
	PLUMBING SUPPLIES	5610	100		76	24	83%	76%	(8)	-8%
	STRUCTURAL STEEL & IRO	5620	1,500			1,500	83%	0%	(1,500)	-100%
	PAINT AND PAINTING SPL	5650								
3,587	MTR VEHICLE REP. PTS/S	5700	103,000	3,005	82,900	17,095	83%	80%	(3,520)	-3%
	COMMUNICATION REPAIR P	5750	150			150	83%	0%	(150)	-100%
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990								
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4,206	REPAIR & MAINTENANCE		107,750	3,005	84,645	20,099	83%	79%	(6,176)	-6%
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22,713	SUPPLIES AND EXPENSES		339,350	3,852	273,797	61,701	83%	81%	(10,793)	-3%
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049	5,500	1,967	2,394	1,139	83%	44%	(2,627)	-48%
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	PROFESSIONAL SERVICE		5,500	1,967	2,394	1,139	83%	44%	(2,627)	-48%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	115			115	83%	0%	(115)	-100%
	FREIGHT	6120								

		CITY OF HATTIESBURG								
001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%	
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION		115			115	83%	0%	(115)	-100%
	ADVERTISING									
	ADVERTISING	6150								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	ADVERTISING									
	PRINTING AND BINDING									
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
502	ELECTRICITY	6305	6,500		4,303	2,197	83%	66%	(1,336)	-21%
	WATER	6315								
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502	UTILITIES		6,500		4,303	2,197	83%	66%	(1,336)	-21%
	REPR/MAINT-OUTSIDE LABO									
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
1,200	MOTOR VEHICLE EQ. R&M	6384	117,250	2,444	95,802	19,004	83%	82%	(2,287)	-2%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	2,250		2,000	250	83%	89%	150	7%
	OTHER REPAIRS AND MAIN	6399	1,950		1,492	458	83%	77%	(159)	-8%
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1,200	REPR/MAINT-OUTSIDE L		121,450	2,444	99,294	19,712	83%	82%	(2,297)	-2%
	RENTALS									
	LAND RENT	6400								
	UNIFORM RENT	6430	15,500		6,515	8,985	83%	42%	(7,682)	-50%
	MOP-MAT-RAG RENT	6435	800		695	105	83%	87%	34	4%
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	RENTALS		16,300		7,210	9,090	83%	44%	(7,648)	-47%

			CITY OF HATTIESBURG							
	001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SANITATION TRUCKS	7460								
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	VEHICLES									
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	CAPITAL OUTLAY									
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140,980	EXPENDITURES		2,557,466	8,263	2,083,661	465,543	83%	81%	(57,072)	-2%

			CITY OF HATTIESBURG							
	001221 - GENERAL FUND-STREET CLEANING		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVE									
	VEHICLES									
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450	210,000			210,000	83%	0%	(210,000)	-100%
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	VEHICLES		210,000			210,000	83%	0%	(210,000)	-100%
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	CAPITAL OUTLAY		210,000			210,000	83%	0%	(210,000)	-100%
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5,091	EXPENDITURES		314,678	111	73,303	241,264	83%	23%	(226,714)	-72%

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			CITY OF HATTIESBURG							
	001250 - GENERAL FUND-HEALTH DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPR/MAINT-OUTSIDE LABO									
	MINOR EQUIPMENT R&M	6382	800		280	520	83%	35%	(464)	-58%
	MOTOR VEHICLE EQ. R&M	6384	4,900		2,220	2,680	83%	45%	(2,236)	-46%
	AGRICULTURAL EQ. R&M	6387	500		224	276	83%	45%	(231)	-46%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	150			150	83%	0%	(150)	-100%
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	REPR/MAINT-OUTSIDE L		6,350		2,724	3,626	83%	43%	(3,081)	-49%
	RENTALS									
	UNIFORM RENT	6430	1,500		1,112	388	83%	74%	(165)	-11%
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	RENTALS		1,500		1,112	388	83%	74%	(165)	-11%
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845	400		200	200	83%	50%	(160)	-40%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		400		200	200	83%	50%	(160)	-40%
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	OTHER SERVICES & CHAR		8,650		4,036	4,614	83%	47%	(3,806)	-44%
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	EQUIP-MOSQUITO GRANT	7377								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY									
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37,079	EXPENDITURES		564,399	1,391	416,438	146,570	83%	74%	(64,673)	-11%

			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
760	GAS AND OIL	5250	14,300		10,864	3,436	83%	76%	(1,263)	-9%
	LUBRICANTS	5255								
	WEARING APPAREL	5355	1,600		1,150	450	83%	72%	(220)	-14%
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460	1,700		1,476	224	83%	87%	71	4%
	OTHER OPERATING MATL/S	5590	600		576	24	83%	96%	91	15%
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760	OPERATING SUPPLIES		18,450		14,148	4,302	83%	77%	(1,472)	-8%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
189	MTR VEHICLE REP. PTS/S	5700	2,400		1,957	443	83%	82%	(51)	-2%
	COMMUNICATION REPAIR P	5750								
	OTHER REPAIR/MAINT. SP	5990	100		99	1	83%	99%	18	18%
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189	REPAIR & MAINTENANCE		2,500		2,056	444	83%	82%	(32)	-1%
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949	SUPPLIES AND EXPENSES		21,550	91	16,429	5,031	83%	76%	(1,835)	-9%
	PROFESSIONAL SERVICES									
	VETERINARIAN	6030	2,500		1,114	1,387	83%	45%	(1,163)	-47%
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE		2,500		1,114	1,387	83%	45%	(1,163)	-47%
	COMMUNICATIONS									
32	TELEPHONE AND TELEGRAP	6060	500		322	178	83%	64%	(113)	-23%
	POSTAGE	6070								
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32	COMMUNICATIONS		500		322	178	83%	64%	(113)	-23%
	TRANSPORTATION									
652	TRAVEL EXPENSE	6110	700		652	48	83%	93%	82	12%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								

			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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652	TRANSPORTATION		700		652	48	83%	93%	82	12%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	1,500		531	969	83%	35%	(862)	-57%
	COMMUNICATION EQ. R&M	6390								
	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399	100			100	83%	0%	(100)	-100%
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	REPR/MAINT-OUTSIDE L		1,600		531	1,069	83%	33%	(962)	-60%
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	125		125		83%	100%	25	20%

			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
200	REGISTRATION FEE/TUITI	6845	200		200		83%	100%	40	20%
9,374	SERVICES NOT SPECIFIED	6999	112,488		103,114	9,374	83%	92%	11,248	10%
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9,574	OTHER SERVICES & CHA		112,813		103,439	9,374	83%	92%	11,313	10%
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10,259	OTHER SERVICES & CHAR		118,113		106,058	12,055	83%	90%	9,156	8%
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	23,000		9,850	13,150	83%	43%	(11,180)	-49%
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	VEHICLES		23,000		9,850	13,150	83%	43%	(11,180)	-49%
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	CAPITAL OUTLAY		23,000		9,850	13,150	83%	43%	(11,180)	-49%
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17,982	EXPENDITURES		283,123	91	223,093	59,939	83%	79%	(15,411)	-5%

			CITY OF HATTIESBURG							
	001280 - GENERAL FUND-HUMAN/SOC.ASST		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	SEXUAL ASSUALT CRISIS	6820 04								
	P.A.C.E.	6820 05								
	INTERACTION FACTORY	6820 06								
	DOMESTIC ABUSE FAMILY	6820 07	7,500		3,500	4,000	83%	47%	(3,300)	-44%
	FORREST CTY. HEALTH D	6820 08								
	NAT'L.GUARD ARMORY	6820 09								
	COUNCIL ON AGING	6820 10								
	BOY SCOUTS OF AMERICA	6820 11								
	PINE BELT MENTAL HEAL	6820 12								
	H'BURG. CONCERT BAND	6820 13								
	LIVESTOCK SHOW	6820 14								
	COURT APP'T SPEC.ADVO	6820 15								
	H'BURG.ED.LITERACY PR	6820 16								
	D.R.E.A.M.	6820 17								
	SALVATION ARMY BOYS/G	6820 18								
	H'BURG.ED.FOUNDATION	6820 19								
	N.E.E.D.S.	6820 20								
	CENTER FOR GIFTED STU	6820 21								
	RAILS TO TRAILS	6820 22	105,000		96,820	8,180	83%	92%	11,184	11%
	CTR FOR CHILD ABUSE P	6820 23								
	SO.CTRL.MS.AMER.RED C	6820 24	5,000			5,000	83%	0%	(5,000)	-100%
	UNIFIED NEIGHBORHOOD	6820 25								
	GULF PINES GIRL SCOUT	6820 26								
	USM COMM.SERVICE LEAR	6820 27								
	BIG BRO/BIG SIS OF SE	6820 28								
	HBRG CIVIC CHORUS/CON	6820 29								
	MS HOLIDAY SPECTACULA	6820 30								
	CORNERSTONE PROJECT	6820 31								
	SALVATION ARMY	6820 32								
	SO MS CHILDREN'S CTR	6820 33	7,500			7,500	83%	0%	(7,500)	-100%
	CHRISTIAN SERVICES	6820 34								
	USM/DISABILITY STUDIE	6820 35								
	NEW TEST.YOUTH SAFE H	6820 36								

			CITY OF HATTIESBURG							
	001280 - GENERAL FUND-HUMAN/SOC.ASST		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	USM/SYMPHONY	6820 37	25,000		25,000		83%	100%	5,000	20%
	USM/DUBARD SCHOOL	6820 38								
	GREATER H'BURG COMMUN	6820 39								
	WORLD CHANGERS	6820 40								
	UNALLOCATED CONTRIBUT	6820 99								
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	CONTRIBUTIONS		150,000		125,320	24,680	83%	84%	384	0%
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	OTHER SERVICES & CHA		150,000		125,320	24,680	83%	84%	384	0%
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	OTHER SERVICES & CHAR		150,000		125,320	24,680	83%	84%	384	0%
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	EXPENDITURES		150,000		125,320	24,680	83%	84%	384	0%

			CITY OF HATTIESBURG							
	001402 - GENERAL FUND-ECONOMICDEV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	TRANSPORTATION									
	TRAVEL-ALL AMER.CITY A	6110								
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	TRANSPORTATION									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	FCIPC/AREA DEV. PRTNR	6820 01	130,000		97,500	32,500	83%	75%	(13,000)	-10%
	PRCC TECH CENTER	6820 02								
	FCIPC/ECONOMIC DEVEL.	6820 03								
	H'BURG DOWNTOWN ASSN	6820 37	30,000		30,000		83%	100%	6,000	20%
	CAMP SHELBY STUDY	6820 45								
	PHWD-FEASIBILITY STUD	6820 50								
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	CONTRIBUTIONS		160,000		127,500	32,500	83%	80%	(7,000)	-4%
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	OTHER SERVICES & CHA		160,000		127,500	32,500	83%	80%	(7,000)	-4%
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	OTHER SERVICES & CHAR		160,000		127,500	32,500	83%	80%	(7,000)	-4%
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	DOWNTOWN PROJ-OLD LIB	7150 14								
	DEPOT PROJECT	7150 15								
	HUB CITY LOFTS PROJEC	7150 41	2,000,000		2,000,000		83%	100%	400,000	20%
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	BUILDING IMPROVEMEN		2,000,000		2,000,000		83%	100%	400,000	20%
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			CITY OF HATTIESBURG							
	001402 - GENERAL FUND-ECONOMICDEV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVE		2,000,000		2,000,000		83%	100%	400,000	20%
	VEHICLES									
	TROLLEYS	7415								
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	VEHICLES									
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	CAPITAL OUTLAY		2,000,000		2,000,000		83%	100%	400,000	20%
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	EXPENDITURES		2,160,000		2,127,500	32,500	83%	98%	393,000	18%

		CITY OF HATTIESBURG								
001460 - GENERAL FUND-CAPITAL LEASES		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	COMPUTER LEASE-INFO.SY	8510								
	COMPUTER LEASE-POLICE	8511								
	POLICE CARS LEASE	8512	240,000			240,000	83%	0%	(240,000)	-100%
	EMER GENERATORS LEASE	8513	398,285		398,284	1	83%	100%	79,655	20%
	2012 EQUIP LEASE	8514	185,000			185,000	83%	0%	(185,000)	-100%
	BUILDING LEASE	8515								
30,912	SANITATION TRUCKS LEAS	8520	367,370		305,284	62,086	83%	83%	(1,029)	0%
21,288	SANITATION CANS LEASE	8521	253,470		210,746	42,724	83%	83%	(574)	0%
	SPECIAL TRUCKS LEASE	8523								
	DUMP TRUCK LEASE	8525								
	DOWNTOWN LIGHTING	8531								
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52,200	CAPITAL LEASE PAYMEN		1,444,125		914,314	529,811	83%	63%	(346,948)	-24%
	INTEREST ON CAPITAL LEA									
	COMPUTER LEASE-INFO SY	8610								
	COMPUTER LEASE-POLICE	8611								
	POLICE CARS LEASE	8612	15,000			15,000	83%	0%	(15,000)	-100%
	EMER GENERATORS LEASE	8613	96,395		96,390	5	83%	100%	19,273	20%
	2012 EQUIP LEASE	8614	27,000			27,000	83%	0%	(27,000)	-100%
	BUILDING LEASE	8615								
3,631	SANITATION TRUCKS LEAS	8620	47,150		40,144	7,006	83%	85%	1,022	2%
1,898	SANITATION CANS LEASE	8621	24,775		21,118	3,657	83%	85%	566	2%
	SPECIAL TRUCKS LEASE	8623								
	DUMP TRUCK LEASE	8625								
	DOWNTOWN LIGHTING	8631								
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5,529	INTEREST ON CAPITAL		210,320		157,652	52,668	83%	75%	(21,137)	-10%
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59,941	DEBT SERVICE		1,742,285		1,153,654	588,631	83%	66%	(357,900)	-21%
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59,941	EXPENDITURES		1,742,285		1,153,654	588,631	83%	66%	(357,900)	-21%

			CITY OF HATTIESBURG							
	001500 - GENERAL FUND-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
400,000	T/T PARKS & RECREATION	9000 02	2,650,816		2,400,816	250,000	83%	91%	230,163	9%
	T/T MUN,FIRE PROTECTIO	9000 05								
	T/T SPECIAL STREET	9000 08								
	T/T 1994 GO-IND. DEVEL	9000 103								
	T/T GOVNMT. COMPLEX BL	9000 104								
	T/T UDAG PAYBACK	9000 108								
	T/T GROUP INSURANCE TR	9000 109								
	T/T CITY B & I	9000 13								
	T/T POL/FIRE DIS./RELI	9000 18								
	T/T 2003 TIF B&I-CHAUV	9000 22								
	T/T AIRPORT IMPROVEMEN	9000 39	235,000		50,000	185,000	83%	21%	(175,000)	-74%
	T/T MASS TRANSIT OPER.	9000 73	335,000		335,000		83%	100%	67,000	20%
	T/T W & S CONSTRUCTION	9000 75								
200,000	T/T COMMUNITY CENTERS	9000 77	746,000		746,000		83%	100%	149,200	20%
	T/T COMMUNITY DEVELOPM	9000 82								
	T/T '01 BOND CONSTR	9000 95								
	T/T MDB CAPITAL PROJ.F	9000 96								
	T/T KPZ CAPITAL	9000 98								
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600,000	TRANSFERS TO OTHER F		3,966,816		3,531,816	435,000	83%	89%	271,363	7%
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600,000	TRANSFERS		3,966,816		3,531,816	435,000	83%	89%	271,363	7%
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600,000	EXPENDITURES		3,966,816		3,531,816	435,000	83%	89%	271,363	7%

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ELECTRICAL SUPPLIES	5605	2,350		1,950	400	83%	83%	(10)	0%
	PLUMBING SUPPLIES	5610	355		339	16	83%	95%	51	14%
	STRUCTURAL STEEL & IRO	5620	1,100		514	586	83%	47%	(483)	-44%
	PAINT AND PAINTING SPL	5650								
77	MTR VEHICLE REP. PTS/S	5700	4,900		3,212	1,688	83%	66%	(1,045)	-21%
	COMMUNICATION REPAIR P	5750								
70	AGRICLTRL REPAIR PTS/S	5755	4,856		1,383	3,473	83%	28%	(3,196)	-66%
	EXPENDABLE WELDING SPL	5770	2,970	787	454	1,729	83%	15%	(2,425)	-82%
	OTHER REPAIR/MAINT. SP	5990	12,500	1,380	10,068	1,052	83%	81%	(418)	-3%
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146	REPAIR & MAINTENANCE		29,531	2,167	17,986	9,379	83%	61%	(7,947)	-27%
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2,644	SUPPLIES AND EXPENSES		58,529	2,924	38,148	17,458	83%	65%	(12,751)	-22%
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
41	GAS	6300	1,500		674	826	83%	45%	(691)	-46%
1,405	ELECTRICITY	6305	12,500		10,590	1,910	83%	85%	208	2%
	WATER	6315								
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1,447	UTILITIES		14,000		11,264	2,736	83%	80%	(483)	-3%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,870		435	1,435	83%	23%	(1,348)	-72%
	STREETS & STRUCTURES R	6360	200			200	83%	0%	(200)	-100%
	FIXED EQUIPMENT R&M	6380	600			600	83%	0%	(600)	-100%
	MINOR EQUIPMENT R&M	6382	850	68	398	384	83%	47%	(372)	-44%
	MOTOR VEHICLE EQ. R&M	6384	5,898		3,198	2,700	83%	54%	(2,060)	-35%
	CONSTRUCTION EQUIP R&M	6386	200			200	83%	0%	(200)	-100%
4,537	AGRICULTURAL EQ. R&M	6387	5,350		4,537	813	83%	85%	94	2%
	COMMUNICATION EQ. R&M	6390	400			400	83%	0%	(400)	-100%
	DISINFECT./EXTERMINATI	6394	800		486	314	83%	61%	(216)	-27%
	OTHER REPAIRS AND MAIN	6399	40,500	3,025	35,082	2,392	83%	87%	1,598	4%
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4,537	REPR/MAINT-OUTSIDE L		56,668	3,093	44,137	9,437	83%	78%	(3,703)	-7%
	RENTALS									
	LAND RENT	6400								
12	CYLINDER RENT	6425	155		87	68	83%	56%	(50)	-32%
32	UNIFORM RENT	6430	500		412	88	83%	82%	(5)	-1%
	OTHER RENT	6449	3,050			3,050	83%	0%	(3,050)	-100%
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44	RENTALS		3,705		499	3,206	83%	13%	(3,106)	-84%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	1,000		204	796	83%	20%	(755)	-76%
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	OTHER SERVICES & CHA		1,000		204	796	83%	20%	(755)	-76%

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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15,197	EXPENDITURES		227,682	6,017	162,946	58,719	83%	72%	(32,146)	-14%

		CITY OF HATTIESBURG								
001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
1,366	DIESEL FUEL	5257	19,000		15,265	3,735	83%	80%	(682)	-4%
333	WEARING APPAREL	5355	1,650		983	667	83%	60%	(470)	-28%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	500		289	211	83%	58%	(153)	-31%
	SAND,CLAY,GRVL,FILL DI	5415	900		378	522	83%	42%	(446)	-50%
	DRAINAGE PIPE & CULVER	5420								
450	HORT./LANDSCAPING SPLY	5440	6,500		6,329	171	83%	97%	1,094	17%
32	HAND TOOLS	5450	1,300		615	685	83%	47%	(562)	-43%
371	MINOR EQUIPMENT	5460	3,000		2,565	435	83%	86%	78	3%
	PUMPING EQUIPMENT PART	5495	50			50	83%	0%	(50)	-100%
	TRAFFIC SIGNS	5545	50		27	23	83%	54%	(17)	-34%
	OTHER OPERATING MATL/S	5590	250		29	221	83%	12%	(215)	-86%
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6,782	OPERATING SUPPLIES		63,700		51,069	12,631	83%	80%	(2,417)	-4%
	REPAIR & MAINTENANCE SP									
23	BUILDING MATERIALS & S	5600	800		685	115	83%	86%	22	3%
	ELECTRICAL SUPPLIES	5605	450		68	382	83%	15%	(368)	-82%
	PLUMBING SUPPLIES	5610	500		288	212	83%	58%	(154)	-31%
	STRUCTURAL STEEL & IRO	5620	300			300	83%	0%	(300)	-100%
	PAINT AND PAINTING SPL	5650	1,650		1,604	46	83%	97%	274	17%
721	MTR VEHICLE REP. PTS/S	5700	9,500	175	8,266	1,058	83%	87%	419	4%
	COMMUNICATION REPAIR P	5750	700		297	403	83%	42%	(343)	-49%
882	AGRICLTRL REPAIR PTS/S	5755	5,100	696	4,009	395	83%	79%	(289)	-6%
	EXPENDABLE WELDING SPL	5770	100			100	83%	0%	(100)	-100%
	OTHER REPAIR/MAINT. SP	5990	100			100	83%	0%	(100)	-100%
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1,627	REPAIR & MAINTENANCE		19,200	871	15,217	3,112	83%	79%	(939)	-5%
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8,422	SUPPLIES AND EXPENSES		84,100	871	66,989	16,239	83%	80%	(3,713)	-4%
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	MEDICAL	6027								
276	OTHER PROFESSIONAL SER	6049	3,500		2,791	709	83%	80%	(150)	-4%
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276	PROFESSIONAL SERVICE		3,500		2,791	709	83%	80%	(150)	-4%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	COMMUNICATIONS									
100	TELEPHONE AND TELEGRAP	6060	1,500		996	504	83%	66%	(304)	-20%
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100	COMMUNICATIONS		1,500		996	504	83%	66%	(304)	-20%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	700		274	426	83%	39%	(371)	-53%
	FREIGHT	6120	50			50	83%	0%	(50)	-100%
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	TRANSPORTATION		750		274	476	83%	37%	(421)	-56%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	100		100		83%	100%	20	20%
	BLUELINES	6210								
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	PRINTING AND BINDING		100		100		83%	100%	20	20%
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
13	GAS	6300	2,500		328	2,172	83%	13%	(2,106)	-84%
765	ELECTRICITY	6305	8,000		4,663	3,337	83%	58%	(2,404)	-30%
	WATER	6315								
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779	UTILITIES		10,500		4,991	5,509	83%	48%	(4,510)	-43%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	500		302	198	83%	60%	(137)	-27%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
787	STREETS & STRUCTURES R	6360	2,650		787	1,863	83%	30%	(1,705)	-64%
	OFFICE EQUIPMENT R&M	6365	400			400	83%	0%	(400)	-100%
	FIXED EQUIPMENT R&M	6380	100			100	83%	0%	(100)	-100%

			CITY OF HATTIESBURG							
	001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	STREETS & ROADWAYS	7230	27,000		25,991	1,009	83%	96%	4,189	16%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH		27,000		25,991	1,009	83%	96%	4,189	16%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
968	AGRICULTURAL EQUIPMENT	7335	1,700		1,464	236	83%	86%	56	3%
	CONSTRUCTION EQUIPMENT	7345	50,000		48,977	1,023	83%	98%	8,772	18%
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
4,300	OTHER EQUIPMENT	7399	4,500		4,300	200	83%	96%	660	15%
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5,268	MACHINERY AND EQUIPM		56,200		54,741	1,459	83%	97%	9,489	17%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	38,500		37,664	836	83%	98%	6,696	17%
	DUMP TRUCKS	7440	149,300	149,297		3	83%	0%	(149,300)	-100%
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	VEHICLES		187,800	149,297	37,664	839	83%	20%	(142,603)	-76%
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5,268	CAPITAL OUTLAY		276,000	149,297	118,671	8,032	83%	43%	(133,594)	-48%
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58,774	EXPENDITURES		1,005,004	150,168	681,759	173,077	83%	68%	(186,893)	-19%

		CITY OF HATTIESBURG								
001560 - GENERAL FUND-PARKING OPER.		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
1,458	PARKING GARAGE/LOT REN	6402	17,200		14,576	2,624	83%	85%	291	2%
	OTHER RENT	6449	100		100		83%	100%	20	20%
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1,458	RENTALS		17,300		14,676	2,624	83%	85%	311	2%
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3,362	OTHER SERVICES & CHAR		150,902	46,100	37,504	67,298	83%	25%	(105,897)	-70%
	LAND									
	LEASEHOLDS	7020	10,000			10,000	83%	0%	(10,000)	-100%
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	LAND		10,000			10,000	83%	0%	(10,000)	-100%
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	PARKING LOT/DRIVEWAY	7227								
	PARKING LOTS-GENERAL	7227 01	18,020	14,204		3,816	83%	0%	(18,020)	-100%
	PINE ST GARAGE	7227 02								
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	PARKING LOT/DRIVEWA		18,020	14,204		3,816	83%	0%	(18,020)	-100%
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	IMPROVEMENT OTHER TH		18,020	14,204		3,816	83%	0%	(18,020)	-100%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY		28,020	14,204		13,816	83%	0%	(28,020)	-100%
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16,449	EXPENDITURES		367,937	60,678	177,946	129,312	83%	48%	(154,401)	-42%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
126	WEARING APPAREL	5355	2,800		2,599	201	83%	93%	318	11%
	ASPHALT & ASPHALT PROD	5400								
12	CONCRETE, CEMENT, ETC.	5405	1,700		576	1,124	83%	34%	(1,008)	-59%
248	SAND,CLAY,GRVL,FILL DI	5415	16,000		13,196	2,804	83%	82%	(164)	-1%
3,927	HORT./LANDSCAPING SPLY	5440	39,000	600	37,711	689	83%	97%	6,253	16%
	HAND TOOLS	5450	2,500		1,703	797	83%	68%	(456)	-18%
554	MINOR EQUIPMENT	5460	6,000		5,081	919	83%	85%	97	2%
1,886	RECREATIONAL SUPPLIES	5510	20,000	620	16,895	2,485	83%	84%	274	1%
597	OTHER OPERATING MATL/S	5590	6,000	144	5,549	307	83%	92%	658	11%
	OTHER OPER.MATLS-KAB	5591	7,000	200	4,131	2,669	83%	59%	(2,042)	-29%
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18,127	OPERATING SUPPLIES		242,650	1,750	204,510	36,391	83%	84%	2,762	1%
	REPAIR & MAINTENANCE SP									
772	BUILDING MATERIALS & S	5600	8,000		7,412	588	83%	93%	894	11%
369	ELECTRICAL SUPPLIES	5605	10,000		8,365	1,635	83%	84%	38	0%
468	PLUMBING SUPPLIES	5610	7,300	87	5,760	1,453	83%	79%	(388)	-5%
	STRUCTURAL STEEL & IRO	5620	200			200	83%	0%	(200)	-100%
708	PAINT AND PAINTING SPL	5650	19,558	177	16,346	3,035	83%	84%	57	0%
73	MTR VEHICLE REP. PTS/S	5700	12,435	611	10,757	1,067	83%	87%	473	4%
80	COMMUNICATION REPAIR P	5750	2,000		289	1,711	83%	14%	(1,653)	-83%
4,174	AGRICLTRL REPAIR PTS/S	5755	32,500	866	30,644	990	83%	94%	4,272	13%
	OTHER REPAIR/MAINT. SP	5990								
	VANDALISM REPAIR PARTS	5992	2,000		653	1,347	83%	33%	(1,216)	-61%
	REPR SPLY-8/29/05 STOR	5995								
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6,644	REPAIR & MAINTENANCE		93,993	1,741	80,225	12,028	83%	85%	2,277	2%
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24,792	SUPPLIES AND EXPENSES		339,043	3,491	287,021	48,532	83%	85%	5,382	2%
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
115	TELEPHONE AND TELEGRAP	6060	750		473	277	83%	63%	(182)	-24%
	POSTAGE	6070	450		26	424	83%	6%	(418)	-93%

		CITY OF HATTIESBURG								
002300 - PKS/REC-RECREATION MAINT. DIV.		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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115	COMMUNICATIONS		1,200		499	701	83%	42%	(601)	-50%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	450			450	83%	0%	(450)	-100%
	FREIGHT	6120								
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	TRANSPORTATION		450			450	83%	0%	(450)	-100%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	500			500	83%	0%	(500)	-100%
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	PRINTING AND BINDING		500			500	83%	0%	(500)	-100%
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	OTHER INSURANCE	6299								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
41	ELECTRICITY	6305	7,500		4,603	2,897	83%	61%	(1,976)	-26%
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41	UTILITIES		7,500		4,603	2,897	83%	61%	(1,976)	-26%
	REPR/MAINT-OUTSIDE LABO									
505	BUILDING R&M	6350	7,000		6,952	48	83%	99%	1,342	19%
	8/29/05 FACILITY REPRS	6351								
	8/29 WALKING TRL PW44	6351 01								
	8/29 DOLEAC VARI PWs	6351 02								
	8/29 ZOO FENCE PW3962	6351 03								
	8/29 TATUM PW1565	6351 04								
	8/29 DAHMER PW1554	6351 05								
	8/29 AFRICA EXH PW387	6351 06								
	8/29 DAHMER EQ PW4497	6351 07								
	8/29 DUNCAN LK PW1609	6351 08								

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	8/29 JAYCEE PK PW1562	6351 09								
	8/29 ZOO TRACK PW5143	6351 10								
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	8/29/05 FACILITY RE									
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	7,000	510	4,027	2,463	83%	58%	(2,167)	-31%
	PLUMBING EQUIPMENT R&M	6357	200			200	83%	0%	(200)	-100%
	STREETS & STRUCTURES R	6360								
	OFFICE EQUIPMENT R&M	6365	150		99	51	83%	66%	(31)	-21%
300	FIXED EQUIPMENT R&M	6380	21,000		16,562	4,438	83%	79%	(1,125)	-5%
	MINOR EQUIPMENT R&M	6382	1,500		1,035	465	83%	69%	(258)	-17%
	MOTOR VEHICLE EQ. R&M	6384	12,800		7,271	5,529	83%	57%	(4,074)	-32%
940	AGRICULTURAL EQ. R&M	6387	11,000	476	10,177	347	83%	93%	1,212	11%
	COMMUNICATION EQ. R&M	6390	1,000		563	438	83%	56%	(324)	-32%
	DISINFECT./EXTERMINATI	6394	3,300		529	2,771	83%	16%	(2,665)	-81%
550	SIGN PAINTING	6396	5,200	530	3,620	1,050	83%	70%	(856)	-16%
	TOW IN CHARGES	6398	550		440	110	83%	80%	(22)	-4%
	OTHER REPAIRS AND MAIN	6399	2,150		2,106	44	83%	98%	377	18%
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2,295	REPR/MAINT-OUTSIDE L		72,850	1,516	53,381	17,954	83%	73%	(8,792)	-12%
	RENTALS									
	MACHINERY RENT	6420	6,800		3,776	3,024	83%	56%	(2,268)	-33%
	CYLINDER RENT	6425								
	UNIFORM RENT	6430	6,000		3,945	2,055	83%	66%	(1,266)	-21%
150	OTHER RENT	6449	4,170	650	2,982	538	83%	72%	(591)	-14%
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150	RENTALS		16,970	650	10,704	5,616	83%	63%	(4,125)	-24%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	650		250	400	83%	38%	(350)	-54%
	REGISTRATION FEE/TUITI	6845	950		360	590	83%	38%	(518)	-55%
	CUSTODIAL SERVICE	6870	3,000		2,500	500	83%	83%		0%
3,625	SERVICES NOT SPECIFIED	6999	150,100	14,943	121,119	14,038	83%	81%	(4,757)	-3%
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3,625	OTHER SERVICES & CHA		154,700	14,943	124,229	15,528	83%	80%	(5,625)	-4%
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6,226	OTHER SERVICES & CHAR		254,170	17,109	193,416	43,646	83%	76%	(22,070)	-9%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	DAHMER PARK	7100 08								
	TATUM PARK	7100 10								
	SAENGER BLD/JDS CTR.	7100 19								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	REC.CENTER (OLD YMCA)	7150 10								
	BURGER CTR(6TH ST)	7150 12								
	GROUND MAINT,SHOP	7150 31	13,500	13,009		491	83%	0%	(13,500)	-100%
4,097	UNETTA STREET GYM	7150 36	4,100		4,097	3	83%	100%	816	20%
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4,097	BUILDING IMPROVEMEN		17,600	13,009	4,097	494	83%	23%	(12,683)	-72%
-----			-----	-----	-----	-----	-----	-----	-----	-----
4,097	BUILDING/BLD IMPROVE		17,600	13,009	4,097	494	83%	23%	(12,683)	-72%
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	PARK & PLAYGROUND LIGH	7240								
	SMOKEY HERRINGTON FIEL	7243								
	TRACKS	7244								
	JAYCEE BALLPK/WORLD SE	7248								
	LANDSCAPING	7250								
	MDOT-INTERCHANGE ENHA	7250 01								
	TREE RECOVERY (GRANT)	7250 02								
	DOWNTOWN LANDSCAPING	7250 03	4,455	1,322	3,133		83%	70%	(695)	-16%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	LANDSCAPING		4,455	1,322	3,133		83%	70%	(695)	-16%
	POOLS	7252								
	DAHMER POOL	7252 01								
	REC CENTER POOL	7252 02								
	5TH STREET POOL	7252 03								
	CITY PARK-BUSCHMAN	7252 04								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	POOLS									
	RECREATION IMPROVEMENT	7256								
	TATUM PARK	7256 01	254,340	65,554	132,906	55,880	83%	52%	(94,852)	-37%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PEOPLE'S PARK-PALMERS	7256 03								
	TIPTON STREET	7256 04								
	9TH STREET BALLPARK	7256 05								
	JAYCEE BALLPARK	7256 06								
	5TH STREET COMM. CTR.	7256 07								
	SAN ANTONIO SCORE BOO	7256 10								
	HOPE PARK	7256 11								
	MOBILE ST. POCKET PAR	7256 14								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	RECREATION IMPROVEM		254,340	65,554	132,906	55,880	83%	52%	(94,852)	-37%
	OTHER IMPROVEMENTS	7295								
	KAMPER PK TENNIS/WLK	7295 03	115,000	80,125		34,875	83%	0%	(115,000)	-100%
	THAMES ELEMENTARY	7295 05								
	TIMBERTON IMPROVEMENT	7295 13	20,500		20,433	67	83%	100%	4,019	20%
	PLAYGROUND IMPROVEMEN	7295 15								
	DAHMER PARK	7295 18								
	CAMERON FIELD	7295 19								
	REC.FAC. - STORM DAMA	7295 40								
	DUNCAN LAKE	7295 42								
	CHAIN PARK	7295 43								
	VETERAN'S PARK	7295 46								
	TATUM PARK/DIXIE YOUT	7295 49								
	KATZ PARK WALL	7295 50								
	TOWN SQUARE PARK	7295 52								
	MISC.OTHER IMPROVEMEN	7295 99	43,500		19,850	23,650	83%	46%	(19,680)	-45%
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	OTHER IMPROVEMENTS		179,000	80,125	40,283	58,592	83%	23%	(130,660)	-73%
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	IMPROVEMENT OTHER TH		437,795	147,001	176,322	114,473	83%	40%	(226,208)	-52%
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
720	AGRICULTURAL EQUIPMENT	7335	65,200		65,093	107	83%	100%	12,911	20%
	RECREATIONAL EQUIPMENT	7350	8,698		8,698		83%	100%	1,739	20%
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399	16,602		16,597	5	83%	100%	3,314	20%

			CITY OF HATTIESBURG							
	002300 - PKS/REC-RECREATION MAINT. DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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720	MACHINERY AND EQUIPM		90,500		90,388	112	83%	100%	17,965	20%
	VEHICLES									
	BUSES	7410								
	PICK UP TRUCKS	7420	95,000		90,559	4,442	83%	95%	13,670	14%
	SPECIAL TRUCKS	7450	17,000		16,662	338	83%	98%	2,994	18%
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	VEHICLES		112,000		107,221	4,780	83%	96%	16,665	15%
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4,817	CAPITAL OUTLAY		657,895	160,010	378,027	119,859	83%	57%	(204,262)	-31%
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106,681	EXPENDITURES		2,192,077	180,610	1,599,383	412,086	83%	73%	(272,817)	-12%

		CITY OF HATTIESBURG								
002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
858	GAS AND OIL	5250	11,800		8,230	3,570	83%	70%	(1,924)	-16%
	LUBRICANTS	5255								
	OTHER FUEL	5260								
	WEARING APPAREL	5355	600		224	377	83%	37%	(331)	-55%
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPL	5440								
	MINOR EQUIPMENT	5460	2,250		2,181	69	83%	97%	367	16%
4,516	RECREATIONAL SUPPLIES	5510	53,998	1,791	50,237	1,970	83%	93%	6,286	12%
	MDSE FOR RESALE	5520	9,325	91	1,385	7,849	83%	15%	(7,663)	-82%
	CERAMIC SUP.FOR RESALE	5521								
	OTHER OPERATING MATL/S	5590	850		834	16	83%	98%	150	18%
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7,456	OPERATING SUPPLIES		87,723	1,882	69,107	16,734	83%	79%	(4,794)	-5%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	450	330	109	11	83%	24%	(319)	-71%
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	700		499	201	83%	71%	(101)	-14%
	RECREATIONAL EQ. REP P	5765								
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	REPAIR & MAINTENANCE		1,150	330	608	212	83%	53%	(420)	-37%
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7,425	SUPPLIES AND EXPENSES		92,678	2,369	73,218	17,091	83%	79%	(4,816)	-5%
	PROFESSIONAL SERVICES									
	ARCHITECTURAL	6012								
	CONSULTANT SERV/SURVEY	6020								
	CONTRACTUAL PROGRAMS	6032								
8,441	OFFICIALS	6034	98,700		82,914	15,786	83%	84%	796	1%
12,251	OTHER PROFESSIONAL SER	6049	180,084	3,095	157,382	19,607	83%	87%	8,774	5%
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20,692	PROFESSIONAL SERVICE		278,784	3,095	240,296	35,393	83%	86%	9,571	3%
	COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP	6060	1,760		1,901	(141)	83%	108%	521	30%

			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	POSTAGE	6070								
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50	COMMUNICATIONS		1,760		1,901	(141)	83%	108%	521	30%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	650		85	565	83%	13%	(548)	-84%
	CONTRACT TRAVEL	6115								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		650		85	565	83%	13%	(548)	-84%
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING-SPEC. EVEN	6152								
2,069	ADVERTISING-SENIOR FAR	6154	2,940		2,927	13	83%	100%	572	19%
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2,069	ADVERTISING		2,940		2,927	13	83%	100%	572	19%
	PRINTING AND BINDING									
	PRINTING	6200	100			100	83%	0%	(100)	-100%
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		100			100	83%	0%	(100)	-100%
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	OTHER INSURANCE	6299								
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	INSURANCE									
	UTILITIES									
27	GAS	6300	4,700		2,158	2,542	83%	46%	(2,110)	-45%
13,408	ELECTRICITY	6305	150,000		112,379	37,621	83%	75%	(15,145)	-10%
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13,434	UTILITIES		154,700		114,538	40,162	83%	74%	(17,254)	-11%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,000			1,000	83%	0%	(1,000)	-100%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	1,700	138	1,519	43	83%	89%	122	7%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	348		298	51	83%	86%	9	3%
	MOTOR VEHICLE EQ. R&M	6384	702		2	700	83%	0%	(699)	-100%
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	2,000		1,134	866	83%	57%	(639)	-32%
	SIGN PAINTING	6396	200			200	83%	0%	(200)	-100%
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		5,950	138	2,953	2,860	83%	50%	(2,406)	-40%
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	MOP-MAT-RAG-RENT	6435								
	OTHER RENT	6449	800		800		83%	100%	160	20%
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	RENTALS		800		800		83%	100%	160	20%
	OTHER SERVICES & CHARGE									
279	PROP.TAX COLL. FEES .0	6830	5,000		2,762	2,238	83%	55%	(1,685)	-34%
21	PROP.TAX COLL. FEES.00	6831	4,000		3,200	800	83%	80%	(160)	-4%
	DUES AND MEMBERSHIPS	6840	600		600		83%	100%	120	20%
	REGISTRATION FEE/TUITI	6845	1,400		235	1,165	83%	17%	(1,118)	-80%
	CONTRACT COACHES	6852								
	DAY CAMP COUNSELORS	6855								
	CUSTODIAL SERVICE	6870								
200	SERVICES NOT SPECIFIED	6999	200		200		83%	100%	40	20%
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500	OTHER SERVICES & CHA		11,200		6,998	4,202	83%	62%	(2,802)	-25%
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36,745	OTHER SERVICES & CHAR		456,884	3,233	370,497	83,154	83%	81%	(12,287)	-3%
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	OTHER IMPROVEMENTS	7295								

			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	RECREATIONAL EQUIPMENT	7350								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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118,771	EXPENDITURES		1,036,375	5,602	815,133	215,640	83%	79%	(58,215)	-6%

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
	REGULAR WAGES	4000								
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
	FEED FOR ANIMALS	5150								
	ANIMAL SUPPLIES	5160								

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	DIESEL FUEL	5257								
	OTHER FUEL	5260								
	WEARING APPAREL	5355								
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460								
	RECREATIONAL SUPPLIES	5510								
	CONCESSION SUPPLIES	5515								
	MDSE FOR RESALE-GIFTSH	5520								
	MDSE FOR RESALE-CONCES	5522								
	TRAFFIC SIGNS	5545								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700								
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755								
	RECREATIONAL EQ. REP P	5765								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	VETERINARIAN	6030								
	OTHER PROFESSIONAL SER	6049								

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER PROF SERV-KPZ CO	6049 98	544,347		544,346	1	83%	100%	108,868	20%
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	PROFESSIONAL SERVICE		544,347		544,346	1	83%	100%	108,868	20%
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	AGRICULTURAL EQ. R&M	6387								
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	LAND RENT	6400								
	BUILDING RENT	6405								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	THEFT LOSS	6818								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	CUSTODIAL SERVICE	6870								
	SALES TAX-KPZ RIDES	6996								
	SERVICES NOT SPECIFIED	6999								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR		544,347		544,346	1	83%	100%	108,868	20%

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY									
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	EXPENDITURES		544,347		544,346	1	83%	100%	108,868	20%

			CITY OF HATTIESBURG							
	004369 - LIBRARY FUND EXPENDITURES		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
272	PROP.TAX COLL. FEES .0	6830			2,691	(2,691)			3,229	
20	PROP.TAX COLL. FEES.00	6831			3,117	(3,117)			3,740	
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292	OTHER SERVICES & CHA				5,808	(5,808)			6,969	
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292	OTHER SERVICES & CHAR				5,808	(5,808)			6,969	
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292	EXPENDITURES				5,808	(5,808)			6,969	

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPR/MAINT-OUTSIDE L		500			500	83%	0%	(500)	-100%
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
	REGISTRATION FEE/TUITI	6845	16,000		15,607	393	83%	98%	2,728	17%
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	OTHER SERVICES & CHA		16,000		15,607	393	83%	98%	2,728	17%
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	OTHER SERVICES & CHAR		26,000		21,512	4,488	83%	83%	(185)	-1%
	LAND									
	LAND	7000								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE DRILL TOWER	7100 02	60,800			60,800	83%	0%	(60,800)	-100%
	FIRE STATIONS	7100 20	241,861			241,861	83%	0%	(241,861)	-100%
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	BUILDINGS		302,661			302,661	83%	0%	(302,661)	-100%
	BUILDING IMPROVEMENTS	7150								
	FIRE STA IMPR-USM MON	7150 30								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE		302,661			302,661	83%	0%	(302,661)	-100%
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295	4,000			(4,000)	83%	0%	(4,000)	-100%
	OTHER IMPROVEMENTS-USM	7297	6,900			6,900	83%	0%	(6,900)	-100%
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	IMPROVEMENT OTHER TH		2,900			2,900	83%	0%	(2,900)	-100%
	MACHINERY AND EQUIPMENT									
28,905	FIRE FIGHTING	7315	40,000		38,800	1,200	83%	97%	6,560	16%
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	15,000		5,992	9,008	83%	40%	(7,809)	-52%

			CITY OF HATTIESBURG							
	005160 - H.M.F.P.FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355	50,000	6,728		43,272	83%	0%	(50,000)	-100%
	COMMUNICATION EQ-USM	7356								
	HYDRANTS & METERS(USM)	7365	10,000			10,000	83%	0%	(10,000)	-100%
	OTHER EQUIP-USM MONIES	7398								
	OTHER EQUIPMENT	7399	34,815		29,595	5,220	83%	85%	699	2%
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28,905	MACHINERY AND EQUIPM		149,815	6,728	74,387	68,700	83%	50%	(60,550)	-40%
	VEHICLES									
	AUTOMOBILES	7400								
	MOTORCYCLES	7405								
	BUSES	7410								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	FIRE TRUCKS	7435								
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	VEHICLES									
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28,905	CAPITAL OUTLAY		455,376	6,728	74,387	374,261	83%	16%	(366,111)	-80%
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28,905	EXPENDITURES		553,276	6,728	156,915	389,633	83%	28%	(364,978)	-66%

			CITY OF HATTIESBURG							
	005460 - H.M.F.P.FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL LEASE PAYMENTS									
	MDB-BLDG-FIRE STA #8	8515								
	FIRE TRUCKS LEASE-A'04	8527								
	FIRE TRUCKS LEASE-B'04	8528								
	FIRE TRUCKS LEASE-'06	8529								
	FIRE PROT.EQUIP.LEASE	8530								
12,478	FIRE TRUCKS LEASE-'11	8532	144,870		120,847	24,023	83%	83%	146	0%
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12,478	CAPITAL LEASE PAYMEN		144,870		120,847	24,023	83%	83%	146	0%
	INTEREST ON CAPITAL LEA									
	MDB-BLDG-FIRE STA #8	8615								
	FIRE TRUCKS LEASE-A'04	8627								
	FIRE TRUCKS LEASE-B'04	8628								
	FIRE TRUCKS LEASE-'06	8629								
	FIRE PROT.EQUIP.LEASE	8630								
1,863	FIRE TRUCKS LEASE-'11	8632	27,217		22,559	4,658	83%	83%	(146)	-1%
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1,863	INTEREST ON CAPITAL		27,217		22,559	4,658	83%	83%	(146)	-1%
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14,341	DEBT SERVICE		172,087		143,406	28,681	83%	83%		0%
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14,341	EXPENDITURES		172,087		143,406	28,681	83%	83%		0%

			CITY OF HATTIESBURG							
	008201 - SPEC.ST.IMPR-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LAND									
	LAND	7000								
	EASEMENTS	7010								
	STREETS & ROADWAYS	7230								
	4TH STREET	7230 09								
	LINCOLN RD-FAUS-#1	7230 12								
	LINCOLN RD-FAUS-#2	7230 17								
	LINCOLN RD-FAUS-#3	7230 27								
	LINCOLN RD-FAUS-#4	7230 29								
	CLASSIC DR-FAUS	7230 36								
	SOUTH 28TH-FAUS	7230 37								
	WALMART/TIF PROJECT	7230 80								
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	STREETS & ROADWAYS									
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	LAND									
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	CAPITAL OUTLAY									
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	EXPENDITURES		206,131			206,131	83%	0%	(206,131)	-100%

			CITY OF HATTIESBURG							
	009660 - W&S O&M-CUSTOMER ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING AND BINDING		9,825		3,333	6,492	83%	34%	(5,825)	-59%
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
13	GAS	6300	1,900		479	1,421	83%	25%	(1,325)	-70%
620	ELECTRICITY	6305	5,500		3,949	1,551	83%	72%	(761)	-14%
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633	UTILITIES		7,400		4,428	2,972	83%	60%	(2,086)	-28%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	3,800		588	3,212	83%	15%	(3,094)	-81%
	OFFICE EQUIPMENT R&M	6365	475		200	275	83%	42%	(235)	-49%
	FIXED EQUIPMENT R&M	6380	2,945		1,630	1,315	83%	55%	(989)	-34%
	MOTOR VEHICLE EQ. R&M	6384								
	COMMUNICATION EQ. R&M	6390								
74	DISINFECT./EXTERMINATI	6394	800		531	269	83%	66%	(162)	-20%
	OTHER REPAIRS AND MAIN	6399	1,045		320	725	83%	31%	(661)	-63%
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74	REPR/MAINT-OUTSIDE L		9,065		3,269	5,796	83%	36%	(5,142)	-57%
	RENTALS									
	BUILDING RENT	6405								
	OFFICE EQUIPMENT RENT	6410								
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	CASH OVERAGE/SHORTAGE	6819								
	BANK SERV/TRF FEE	6832	190			190	83%	0%	(190)	-100%
	REFUNDS	6835								
	WATER RELATED REFUND	6835 WTR								
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	REFUNDS									
	NSF CHECKS	6836								
	DUES AND MEMBERSHIPS	6840								

			CITY OF HATTIESBURG							
	009660 - W&S O&M-CUSTOMER ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845	190			190	83%	0%	(190)	-100%
	SERVICES NOT SPECIFIED	6999	6,650			6,650	83%	0%	(6,650)	-100%
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	OTHER SERVICES & CHA		7,030			7,030	83%	0%	(7,030)	-100%
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5,561	OTHER SERVICES & CHAR		121,730		75,072	46,658	83%	62%	(31,643)	-26%
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	WATER OFFICE RENOVATI	7150 16								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	WATER UTILITY SOFTWARE	7329								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY									
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23,297	EXPENDITURES		348,725	140	264,075	84,510	83%	76%	(31,835)	-9%

			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
32,263	REGULAR WAGES	4000	451,516		326,426	125,090	83%	72%	(59,804)	-13%
	DISASTER RECOVERY WAGE	4010								
4,300	OVERTIME	4300	25,000		23,165	1,835	83%	93%	2,798	11%
	DISASTER RECOVERY OVER	4310								
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36,562	SALARIES		476,516		349,591	126,925	83%	73%	(57,006)	-12%
	EMPLOYEE BENEFITS									
5,189	STATE RETIREMENT	4600	68,175		44,567	23,608	83%	65%	(14,694)	-22%
2,766	F.I.C.A. TAXES	4700	45,650		26,443	19,207	83%	58%	(13,918)	-30%
5,044	HOSPITALIZATION INS.	4800	123,000		97,130	25,870	83%	79%	(6,444)	-5%
	UNEMPLOYMENT BENEFITS	4900	4,000		3,498	502	83%	87%	197	5%
	WORKMAN'S COMPENSATION	4910	25,200		23,103	2,097	83%	92%	2,523	10%
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12,998	EMPLOYEE BENEFITS		266,025		194,741	71,284	83%	73%	(32,335)	-12%
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49,561	PERSONAL SERVICES		742,541		544,332	198,209	83%	73%	(89,342)	-12%
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
4,991	GAS AND OIL	5250	86,000		59,840	26,160	83%	70%	(14,192)	-17%
	NATURAL GAS FUEL	5252								
	LUBRICANTS	5255								
595	DIESEL FUEL	5257	8,000		5,749	2,251	83%	72%	(1,101)	-14%
	WEARING APPAREL	5355	400		340	60	83%	85%	8	2%

		CITY OF HATTIESBURG									
009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT									
		10 Months Ending 07/31/12									
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%	
	POSTAGE	6070									
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	COMMUNICATIONS										
	TRANSPORTATION										
	TRAVEL EXPENSE	6110									
	FREIGHT	6120									
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	TRANSPORTATION										
	ADVERTISING										
	ADVERTISING	6150									
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	ADVERTISING										
	PRINTING AND BINDING										
	PRINTING	6200									
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	PRINTING AND BINDING										
	INSURANCE										
	PUBLIC LIAB/PROPERTY D	6255									
	AUTOMOBILE INSURANCE	6265									
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	INSURANCE										
	REPR/MAINT-OUTSIDE LABO										
	BUILDING R&M	6350									
	ELECTRICAL R&M	6355									
	PLUMBING EQUIPMENT R&M	6357									
98,481	STREETS & STRUCTURES R	6360	525,000		391,871	133,129	83%	75%	(54,754)	-10%	
	FIXED EQUIPMENT R&M	6380									
	MINOR EQUIPMENT R&M	6382	1,000		682	318	83%	68%	(181)	-18%	
2,592	MOTOR VEHICLE EQ. R&M	6384	12,000		10,531	1,469	83%	88%	637	5%	
795	CONSTRUCTION EQUIP R&M	6386	8,000		3,858	4,142	83%	48%	(3,370)	-42%	
	COMMUNICATION EQ. R&M	6390									
	TOW IN CHARGES	6398	1,000		300	700	83%	30%	(640)	-64%	
	OTHER REPAIRS AND MAIN	6399									
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101,868	REPR/MAINT-OUTSIDE L		547,000		407,244	139,756	83%	74%	(58,307)	-11%	
	RENTALS										
	MACHINERY RENT	6420	1,000		883	117	83%	88%	59	6%	

			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CYLINDER RENT	6425	100			100	83%	0%	(100)	-100%
144	UNIFORM RENT	6430	5,000		2,042	2,958	83%	41%	(2,549)	-51%
	OTHER RENT	6449								
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144	RENTALS		6,100		2,925	3,175	83%	48%	(2,590)	-42%
	OTHER SERVICES & CHARGE									
	SETTLEMT OF DAMAGE CLA	6700								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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102,012	OTHER SERVICES & CHAR		556,100		410,169	145,931	83%	74%	(63,897)	-11%
	LEASEHOLDS	7020								
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
	CONSTRUCTION EQUIPMENT	7345	90,000		74,475	15,525	83%	83%	(630)	-1%
	COMMUNICATION EQUIPMEN	7355								
	HYDRANTS & METERS	7365	40,000		5,583	34,417	83%	14%	(33,300)	-83%
	PIPE	7370								
34,999	OTHER EQUIPMENT	7399	49,000		47,899	1,101	83%	98%	8,478	17%
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34,999	MACHINERY AND EQUIPM		179,000		127,957	51,043	83%	71%	(25,451)	-14%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	25,000		24,482	518	83%	98%	4,378	18%
	SPECIAL TRUCKS	7450								

			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES		25,000		24,482	518	83%	98%	4,378	18%
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34,999	CAPITAL OUTLAY		204,000		152,439	51,561	83%	75%	(21,073)	-10%
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197,745	EXPENDITURES		1,699,091	2,897	1,246,998	449,196	83%	73%	(202,693)	-12%

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		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
963	PROFESSIONAL SERVICE		189,000	87,500	56,007	45,493	83%	30%	(121,791)	-64%
	COMMUNICATIONS									
197	TELEPHONE AND TELEGRAP	6060	2,400		1,968	432	83%	82%	(38)	-2%
1	POSTAGE	6070	2,900		2,503	397	83%	86%	103	4%
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198	COMMUNICATIONS		5,300		4,471	829	83%	84%	65	1%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	3,000		1,165	1,835	83%	39%	(1,602)	-53%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		3,000		1,165	1,835	83%	39%	(1,602)	-53%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
(7,920)	PRINTING	6200	9,200			9,200	83%	0%	(9,200)	-100%
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(7,920)	PRINTING AND BINDING		9,200			9,200	83%	0%	(9,200)	-100%
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
115	GAS	6300	10,000		5,829	4,171	83%	58%	(3,005)	-30%
61,365	ELECTRICITY	6305	625,000		516,172	108,828	83%	83%	(5,593)	-1%
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61,480	UTILITIES		635,000		522,001	112,999	83%	82%	(8,598)	-1%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	500			500	83%	0%	(500)	-100%
	ELECTRICAL R&M	6355	23,490		17,940	5,550	83%	76%	(1,962)	-8%
	PLUMBING EQUIPMENT R&M	6357	100			100	83%	0%	(100)	-100%
	OFFICE EQUIPMENT R&M	6365	1,000		525	475	83%	53%	(370)	-37%
	FIXED EQUIPMENT R&M	6380	29,500	2,250	18,297	8,953	83%	62%	(7,543)	-26%
	MINOR EQUIPMENT R&M	6382	1,000		500	500	83%	50%	(400)	-40%

			CITY OF HATTIESBURG							
	009673 - W&S O&M-WATER PLANT DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212	1,000			1,000	83%	0%	(1,000)	-100%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH		1,000			1,000	83%	0%	(1,000)	-100%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	10,000		114-	10,114	83%	1%	(9,863)	-99%
	WATER UTILITY SOFTWARE	7329	7,500		4,325	3,175	83%	58%	(2,310)	-31%
	AGRICULTURAL EQUIPMENT	7335	500		400	100	83%	80%	(20)	-4%
	PLANT EQUIPMENT	7340								
	COMMUNICATION EQUIPMEN	7355	4,500		564	3,936	83%	13%	(3,823)	-85%
	HYDRANTS & METERS	7365			22-	22			26	
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		22,500		5,153	17,347	83%	23%	(16,316)	-73%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY		23,500		5,153	18,347	83%	22%	(17,316)	-74%
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116,002	EXPENDITURES		1,792,969	94,655	1,263,628	434,686	83%	70%	(276,615)	-15%

			CITY OF HATTIESBURG							
	009676 - W&S O&M-SEWER DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
25,974	REGULAR WAGES	4000	407,015		276,999	130,016	83%	68%	(74,616)	-18%
	DISASTER RECOVERY WAGE	4010								
2,932	OVERTIME	4300	35,000		36,357	(1,357)	83%	104%	8,628	25%
	DISASTER RECOVERY OVER	4310								
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28,907	SALARIES		442,015		313,356	128,659	83%	71%	(65,987)	-15%
	EMPLOYEE BENEFITS									
4,122	STATE RETIREMENT	4600	57,910		39,977	17,933	83%	69%	(9,937)	-17%
2,201	F.I.C.A. TAXES	4700	33,820		23,875	9,945	83%	71%	(5,170)	-15%
5,820	HOSPITALIZATION INS.	4800	98,400		79,420	18,980	83%	81%	(3,096)	-3%
	UNEMPLOYMENT BENEFITS	4900	2,700		2,403	297	83%	89%	183	7%
	WORKMAN'S COMPENSATION	4910	21,918		15,278	6,640	83%	70%	(3,584)	-16%
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12,143	EMPLOYEE BENEFITS		214,748		160,952	53,796	83%	75%	(21,605)	-10%
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41,049	PERSONAL SERVICES		656,763		474,308	182,455	83%	72%	(87,593)	-13%
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120								
11,732	CHEMICALS	5130	126,000		116,896	9,105	83%	93%	14,275	11%
1,835	GAS AND OIL	5250	30,000		21,820	8,180	83%	73%	(3,816)	-13%
	LUBRICANTS	5255								
1,493	DIESEL FUEL	5257	25,500		18,439	7,061	83%	72%	(3,373)	-13%
	OTHER FUEL	5260								
	WEARING APPAREL	5355	2,500		2,340	160	83%	94%	308	12%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	9,600		8,410	1,190	83%	88%	492	5%
	BRICK,STONE,MORTAR,ETC	5410	900		868	32	83%	96%	141	16%
	SAND,CLAY,GRVL,FILL DI	5415	9,000		7,820	1,180	83%	87%	384	4%
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440	300			300	83%	0%	(300)	-100%
259	HAND TOOLS	5450	1,200		928	272	83%	77%	(86)	-7%

			CITY OF HATTIESBURG							
	009676 - W&S O&M-SEWER DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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344,255	OTHER SERVICES & CHAR		1,158,988		1,029,597	129,391	83%	89%	76,528	7%
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	SEWER MAINT. BLDG.	7100 09								
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	BUILDINGS									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	FENCES/RAILINGS	7212	1,000			1,000	83%	0%	(1,000)	-100%
	DRAINS	7215								
	SEWERS	7220								
	STREETS & ROADWAYS	7230								
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	IMPROVEMENT OTHER TH		1,000			1,000	83%	0%	(1,000)	-100%
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	PLANT EQUIPMENT	7340								
	CONSTRUCTION EQUIPMENT	7345	56,400		42,250	14,150	83%	75%	(5,700)	-10%
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		56,400		42,250	14,150	83%	75%	(5,700)	-10%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	36,100		36,089	11	83%	100%	7,206	20%
	DUMP TRUCKS	7440								

			CITY OF HATTIESBURG							
	009676 - W&S O&M-SEWER DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SPECIAL TRUCKS	7450	329,500			329,500	83%	0%	(329,500)	-100%
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	VEHICLES		365,600		36,089	329,511	83%	10%	(322,293)	-88%
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	CAPITAL OUTLAY		423,000		78,339	344,661	83%	19%	(328,993)	-78%
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403,011	EXPENDITURES		2,486,091	489	1,795,253	690,349	83%	72%	(331,787)	-13%

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
43	OTHER OPERATING MATL/S	5590	5,000		1,734	3,266	83%	35%	(2,919)	-58%
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15,400	OPERATING SUPPLIES		350,300	14,380	265,795	70,125	83%	76%	(31,346)	-9%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
1,998	ELECTRICAL SUPPLIES	5605	25,000		21,346	3,654	83%	85%	615	2%
49	PLUMBING SUPPLIES	5610	500		153	347	83%	31%	(316)	-63%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
165	MTR VEHICLE REP. PTS/S	5700	3,000		2,350	650	83%	78%	(180)	-6%
	COMMUNICATION REPAIR P	5750								
	EXPENDABLE WELDING SPL	5770								
	OTHER REPAIR/MAINT. SP	5990								
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2,213	REPAIR & MAINTENANCE		28,500		23,849	4,651	83%	84%	118	0%
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17,612	SUPPLIES AND EXPENSES		378,800	14,380	289,644	74,776	83%	76%	(31,227)	-8%
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020	103,724		40,550	63,174	83%	39%	(55,064)	-53%
30,667	LEGAL	6025	384,000		379,827	4,173	83%	99%	71,792	19%
	MEDICAL	6027								
23,524	OTHER PROFESSIONAL SER	6049	251,846	6,400	162,320	83,126	83%	64%	(57,062)	-23%
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54,191	PROFESSIONAL SERVICE		739,570	6,400	582,697	150,473	83%	79%	(40,333)	-5%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2,500		2,261	239	83%	90%	213	9%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		2,500		2,261	239	83%	90%	213	9%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
50,223	ELECTRICITY	6305	888,500		473,321	415,179	83%	53%	(320,514)	-36%
	INTERFUND ENERGY REIMB	6307								
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50,223	UTILITIES		888,500		473,321	415,179	83%	53%	(320,514)	-36%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
2,483	ELECTRICAL R&M	6355	17,500		17,089	411	83%	98%	3,006	17%
	FIXED EQUIPMENT R&M	6380	95,986	7,773	54,129	34,084	83%	56%	(31,031)	-32%
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	4,000	335	3,317	349	83%	83%	(19)	0%
	CONSTRUCTION EQUIP R&M	6386	300		200	100	83%	67%	(60)	-20%
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	500		450	50	83%	90%	40	8%
300	TOW IN CHARGES	6398	500		425	75	83%	85%	10	2%
	OTHER REPAIRS AND MAIN	6399								
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2,783	REPR/MAINT-OUTSIDE L		118,786	8,108	75,610	35,068	83%	64%	(28,054)	-24%
	RENTALS									
	MACHINERY RENT	6420	1,500			1,500	83%	0%	(1,500)	-100%
96	UNIFORM RENT	6430	1,100		1,008	92	83%	92%	109	10%
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96	RENTALS		2,600		1,008	1,592	83%	39%	(1,390)	-53%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	28,300		10,709	17,591	83%	38%	(15,449)	-55%
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	OTHER SERVICES & CHA		28,300		10,709	17,591	83%	38%	(15,449)	-55%
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107,293	OTHER SERVICES & CHAR		1,780,256	14,508	1,145,607	620,142	83%	64%	(405,527)	-23%
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								

	009677 - W&S O&M-SEWER LAGOON DIV.		CITY OF HATTIESBURG EXPENDITURE REPORT 10 Months Ending 07/31/12							
THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
	CDBG-WIS PAK	7220 46	30,000		30,000		83%	100%	6,000	20%
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	SEWERS		30,000		30,000		83%	100%	6,000	20%
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	BONHOMIE RD PUMPING S	7295 47								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH		30,000		30,000		83%	100%	6,000	20%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	50,000	4,100	44,219	1,681	83%	88%	3,062	6%
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		50,000	4,100	44,219	1,681	83%	88%	3,062	6%
	VEHICLES									
	AUTOMOBILES	7400								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		80,000	4,100	74,219	1,681	83%	93%	9,062	11%
	CAPITAL LEASE PAYMENTS									
	ENERGY IMPR LEASE	8517								
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	CAPITAL LEASE PAYMEN									
	INTEREST ON CAPITAL LEA									
	ENERGY IMPR LEASE	8617								
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	INTEREST ON CAPITAL									
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	DEBT SERVICE									
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			CITY OF HATTIESBURG							
	009677 - W&S O&M-SEWER LAGOON DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
143,959	EXPENDITURES		2,483,162	32,988	1,704,770	745,404	83%	69%	(437,438)	-18%

			CITY OF HATTIESBURG							
	010451 - W&S B&I-REVENUE OBLIGATIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BONDS REDEEMED									
	GENERAL ISSUES	8000	515,000		395,000	120,000	83%	77%	(41,000)	-8%
	REVENUE ISSUES	8010	1,020,000			1,020,000	83%	0%	(1,020,000)	-100%
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	BONDS REDEEMED		1,535,000		395,000	1,140,000	83%	26%	(1,061,000)	-69%
	INTEREST ON BONDS									
106,203	GENERAL ISSUES	8100	330,408		274,616	55,792	83%	83%	(868)	0%
	REVENUE ISSUES	8110	729,181		275,078	454,103	83%	38%	(399,087)	-55%
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106,203	INTEREST ON BONDS		1,059,589		549,694	509,895	83%	52%	(399,956)	-38%
	PAYING AGENT FEES									
	GENERAL ISSUES	8400	2,500		530	1,970	83%	21%	(1,864)	-75%
	REVENUE ISSUES	8410								
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	PAYING AGENT FEES		2,500		530	1,970	83%	21%	(1,864)	-75%
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106,203	DEBT SERVICE		2,597,089		945,224	1,651,865	83%	36%	(1,462,820)	-56%
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106,203	EXPENDITURES		2,597,089		945,224	1,651,865	83%	36%	(1,462,820)	-56%

			CITY OF HATTIESBURG							
	011451 - WATER & SEWER-REV.OBLIGATN		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	NOTE PRINCIPAL									
28,962	SRF NOTE	8222	343,044		284,795	58,249	83%	83%	(1,290)	0%
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28,962	NOTE PRINCIPAL		343,044		284,795	58,249	83%	83%	(1,290)	0%
	INTEREST ON NOTES									
7,143	SRF NOTE	8332	90,216		76,254	13,962	83%	85%	1,288	1%
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7,143	INTEREST ON NOTES		90,216		76,254	13,962	83%	85%	1,288	1%
	CAPITAL LEASE PAYMENTS									
	2012 EQUIP LEASE	8514	60,000			60,000	83%	0%	(60,000)	-100%
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	CAPITAL LEASE PAYMEN		60,000			60,000	83%	0%	(60,000)	-100%
	INTEREST ON CAPITAL LEA									
	2012 EQUIP LEASE	8614	8,000			8,000	83%	0%	(8,000)	-100%
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	INTEREST ON CAPITAL		8,000			8,000	83%	0%	(8,000)	-100%
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36,105	DEBT SERVICE		501,260		361,049	140,211	83%	72%	(68,001)	-14%
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36,105	EXPENDITURES		501,260		361,049	140,211	83%	72%	(68,001)	-14%

			CITY OF HATTIESBURG							
	011500 - WATER & SEWER-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
4,987	T/T GENERAL FUND	9000 01	259,840		49,867	209,973	83%	19%	(199,999)	-77%
858,886	T/T WATER & SEWER O&M	9000 09	6,950,900		6,110,427	840,473	83%	88%	381,612	5%
225,850	T/T WATER & SEWER B&I	9000 10	1,902,700		1,546,000	356,700	83%	81%	(47,500)	-2%
75,000	T/T W&SB&I (METER GO)	9000 10M	900,000		750,000	150,000	83%	83%		0%
33,725	T/T W&SB&I-USA YEAST P	9000 15	404,700		337,250	67,450	83%	83%		0%
	T/T WATER & SEWER CONT	9000 17								
	T/T W & S CONSTRUCTION	9000 75	1,300,000		1,535,071	(235,071)	83%	118%	542,085	42%
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1,198,448	TRANSFERS TO OTHER F		11,718,140		10,328,614	1,389,526	83%	88%	676,196	6%
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1,198,448	TRANSFERS		11,718,140		10,328,614	1,389,526	83%	88%	676,196	6%
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1,198,448	EXPENDITURES		11,718,140		10,328,614	1,389,526	83%	88%	676,196	6%

			CITY OF HATTIESBURG							
	011660 - WATER & SEWER-CUST.ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	DEPR. EXPENSE - METERS	6800								
	CASH OVERAGE/SHORTAGE	6819								
138	BANK SERV/TRF FEE	6832	2,400		1,476	925	83%	62%	(628)	-26%
	REFUNDS	6835								
178	WATER RELATED REFUND	6835 WTR	20,000		2,599	17,401	83%	13%	(16,881)	-84%
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178	REFUNDS		20,000		2,599	17,401	83%	13%	(16,881)	-84%
	NSF CHECKS	6836								
	BAD DEBT EXPENSE	6837								
	OTHER INCOME EXPENSE	6839								
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316	OTHER SERVICES & CHA		22,400		4,074	18,326	83%	18%	(17,511)	-78%
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316	OTHER SERVICES & CHAR		22,400		4,074	18,326	83%	18%	(17,511)	-78%
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316	EXPENDITURES		22,400		4,074	18,326	83%	18%	(17,511)	-78%

			CITY OF HATTIESBURG							
	012452 - 1999 TAX INCRE B&I-GENOBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	50,000		50,000		83%	100%	10,000	20%
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	BONDS REDEEMED		50,000		50,000		83%	100%	10,000	20%
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	11,750		11,750		83%	100%	2,350	20%
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	INTEREST ON BONDS		11,750		11,750		83%	100%	2,350	20%
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		1,740	260	83%	87%	88	4%
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	PAYING AGENT FEES		2,000		1,740	260	83%	87%	88	4%
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	DEBT SERVICE		63,750		63,490	260	83%	100%	12,438	20%
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	EXPENDITURES		63,750		63,490	260	83%	100%	12,438	20%

		CITY OF HATTIESBURG								
013450 - CITY B&I-GENERAL OBLIGATIONS		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%	
	INTERGOV'TL-DEBT SERV									
14,710	P&I-FORREST CTY(KOHLER	6455	176,519		147,099	29,420	83%	83%		0%
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14,710	INTERGOV'TL-DEBT SER		176,519		147,099	29,420	83%	83%		0%
	OTHER SERVICES & CHARGE									
999	PROP.TAX COLL. FEES .0	6830	14,000		9,873	4,127	83%	71%	(2,152)	-15%
74	PROP.TAX COLL. FEES.00	6831	14,500		11,437	3,063	83%	79%	(775)	-5%
	BANK SERV/TRF FEE	6832								
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1,072	OTHER SERVICES & CHA		28,500		21,309	7,191	83%	75%	(2,929)	-10%
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15,782	OTHER SERVICES & CHAR		205,019		168,408	36,611	83%	82%	(2,929)	-1%
	BONDS REDEEMED									
	GENERAL ISSUES	8000	2,160,000		2,160,000		83%	100%	432,000	20%
14,455	IND/ECON DEV ISSUES	8020	463,000		431,741	31,259	83%	93%	55,089	12%
	5 YEAR NOTE PRINCIPAL	8021	2,036,845		2,036,841	4	83%	100%	407,364	20%
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14,455	BONDS REDEEMED		4,659,845		4,628,582	31,263	83%	99%	894,453	19%
	INTEREST ON BONDS									
54,675	GENERAL ISSUES	8100	649,390		571,990	77,400	83%	88%	36,998	6%
333	IND/ECON DEV ISSUES	8120	17,000		6,143	10,857	83%	36%	(9,628)	-57%
	5 YEAR NOTE INTEREST	8121	73,630		64,522	9,108	83%	88%	3,796	5%
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55,008	INTEREST ON BONDS		740,020		642,655	97,365	83%	87%	31,166	4%
	PAYING AGENT FEES									
700	GENERAL ISSUES	8400	18,000		10,065	7,935	83%	56%	(5,922)	-33%
	IND/ECON DEV ISSUES	8420								
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700	PAYING AGENT FEES		18,000		10,065	7,935	83%	56%	(5,922)	-33%
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70,163	DEBT SERVICE		5,417,865		5,281,302	136,563	83%	97%	919,697	17%
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85,945	EXPENDITURES		5,622,884		5,449,710	173,174	83%	97%	916,768	16%

			CITY OF HATTIESBURG							
	014599 - SCHOOL FUND-MISC.CHARGES		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
6,417	PROP.TAX COLL. FEES .0	6830			61,512	(61,512)			73,814	
1,212	PROP.TAX COLL. FEES.00	6831			75,710	(75,710)			90,852	
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7,629	OTHER SERVICES & CHA				137,222	(137,222)			164,666	
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7,629	OTHER SERVICES & CHAR				137,222	(137,222)			164,666	
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7,629	EXPENDITURES				137,222	(137,222)			164,666	

			CITY OF HATTIESBURG							
	015451 - W&S B&I USA YEAST-REVOBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BONDS REDEEMED									
	REVENUE ISSUES	8010	360,000		360,000		83%	100%	72,000	20%
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	BONDS REDEEMED		360,000		360,000		83%	100%	72,000	20%
	INTEREST ON BONDS									
	REVENUE ISSUES	8110	44,700		44,700		83%	100%	8,940	20%
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	INTEREST ON BONDS		44,700		44,700		83%	100%	8,940	20%
	PAYING AGENT FEES									
	REVENUE ISSUES	8410	5,000		3,000	2,000	83%	60%	(1,400)	-28%
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	PAYING AGENT FEES		5,000		3,000	2,000	83%	60%	(1,400)	-28%
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	DEBT SERVICE		409,700		407,700	2,000	83%	100%	79,540	19%
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	EXPENDITURES		409,700		407,700	2,000	83%	100%	79,540	19%

			CITY OF HATTIESBURG							
	018701 - P&FD&R-TRUST AND AGENCY		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
767	OTHER PROFESSIONAL SER	6049			36,832	(36,832)			44,198	
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767	PROFESSIONAL SERVICE				36,832	(36,832)			44,198	
	OTHER SERVICES & CHANGE									
220,512	PENSION EXPENSE	6825			2,866,355	(2,866,355)			3,439,626	
673	PROP.TAX COLL. FEES .0	6830			6,560	(6,560)			7,872	
49	PROP.TAX COLL. FEES.00	6831			7,702	(7,702)			9,242	
	REFUNDS	6835								
	PFDR ACC. CONTRI. REF	6835 PFDR								
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	REFUNDS									
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221,234	OTHER SERVICES & CHA				2,880,617	(2,880,617)			3,456,740	
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222,001	OTHER SERVICES & CHAR				2,917,450	(2,917,450)			3,500,940	
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222,001	EXPENDITURES				2,917,450	(2,917,450)			3,500,940	

[illegible]

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			CITY OF HATTIESBURG							
	019100 - POL.FORFEITURES-POLICEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	EQUIP-HURR.RELIEF	7376								
	OTHER EQUIPMENT	7399	45,001			45,001	83%	0%	(45,001)	-100%
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	MACHINERY AND EQUIPM		45,001			45,001	83%	0%	(45,001)	-100%
	VEHICLES									
	AUTOMOBILES	7400								
	MOTORCYCLES	7405								
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	VEHICLES									
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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	CAPITAL OUTLAY		45,001			45,001	83%	0%	(45,001)	-100%
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3,383	EXPENDITURES		239,022	4,010	43,359	191,653	83%	18%	(186,991)	-78%

			CITY OF HATTIESBURG							
	020452 - 2002 TIF B&I-S/P GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832	50		35	15	83%	70%	(8)	-16%
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	OTHER SERVICES & CHA		50		35	15	83%	70%	(8)	-16%
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	OTHER SERVICES & CHAR		50		35	15	83%	70%	(8)	-16%
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	85,000		85,000		83%	100%	17,000	20%
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	BONDS REDEEMED		85,000		85,000		83%	100%	17,000	20%
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	7,438		7,438	1	83%	100%	1,487	20%
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	INTEREST ON BONDS		7,438		7,438	1	83%	100%	1,487	20%
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,200		1,100	100	83%	92%	120	10%
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	PAYING AGENT FEES		1,200		1,100	100	83%	92%	120	10%
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	DEBT SERVICE		93,638		93,538	101	83%	100%	18,607	20%
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	EXPENDITURES		93,688		93,573	116	83%	100%	18,599	20%

			CITY OF HATTIESBURG							
	021452 - 2004 TIF B&I-H/D GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	75,000		75,000		83%	100%	15,000	20%
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	BONDS REDEEMED		75,000		75,000		83%	100%	15,000	20%
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	11,436		11,436		83%	100%	2,287	20%
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	INTEREST ON BONDS		11,436		11,436		83%	100%	2,287	20%
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,000		750	250	83%	75%	(100)	-10%
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	PAYING AGENT FEES		1,000		750	250	83%	75%	(100)	-10%
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	DEBT SERVICE		87,436		87,186	250	83%	100%	17,187	20%
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	EXPENDITURES		87,436		87,186	250	83%	100%	17,187	20%

			CITY OF HATTIESBURG							
	022452 - 2003 TIF B&I-C/S GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	BONDS REDEEMED									
50,000	IND/ECON DEV ISSUES	8020	90,000		90,000		83%	100%	18,000	20%
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50,000	BONDS REDEEMED		90,000		90,000		83%	100%	18,000	20%
	INTEREST ON BONDS									
43,010	IND/ECON DEV ISSUES	8120	101,510		101,510		83%	100%	20,302	20%
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43,010	INTEREST ON BONDS		101,510		101,510		83%	100%	20,302	20%
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		2,000		83%	100%	400	20%
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	PAYING AGENT FEES		2,000		2,000		83%	100%	400	20%
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93,010	DEBT SERVICE		193,510		193,510		83%	100%	38,702	20%
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93,010	EXPENDITURES		193,510		193,510		83%	100%	38,702	20%

			CITY OF HATTIESBURG							
	023452 - 2007 TIF B&I-T/C GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	BONDS REDEEMED									
250,000	IND/ECON DEV ISSUES	8020	280,000		280,000		83%	100%	56,000	20%
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250,000	BONDS REDEEMED		280,000		280,000		83%	100%	56,000	20%
	INTEREST ON BONDS									
139,635	IND/ECON DEV ISSUES	8120	159,263		159,263		83%	100%	31,852	20%
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139,635	INTEREST ON BONDS		159,263		159,263		83%	100%	31,852	20%
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	4,000		1,000	3,000	83%	25%	(2,800)	-70%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES		4,000		1,000	3,000	83%	25%	(2,800)	-70%
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389,635	DEBT SERVICE		443,263		440,263	3,000	83%	99%	85,052	19%
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389,635	EXPENDITURES		443,263		440,263	3,000	83%	99%	85,052	19%

			CITY OF HATTIESBURG							
	024452 - 2008 TIF B&I-L/C GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	35,000		35,000		83%	100%	7,000	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED		35,000		35,000		83%	100%	7,000	20%
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	20,800		20,800		83%	100%	4,160	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS		20,800		20,800		83%	100%	4,160	20%
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,000		850	150	83%	85%	20	2%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES		1,000		850	150	83%	85%	20	2%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE		56,800		56,650	150	83%	100%	11,180	20%
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	EXPENDITURES		56,800		56,650	150	83%	100%	11,180	20%

			CITY OF HATTIESBURG							
	025452 - 2011 TIF B&I-KOHL'S GENOBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	75,000		75,000		83%	100%	15,000	20%
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	BONDS REDEEMED		75,000		75,000		83%	100%	15,000	20%
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	15,100		15,094	6	83%	100%	3,012	20%
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	INTEREST ON BONDS		15,100		15,094	6	83%	100%	3,012	20%
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,000			1,000	83%	0%	(1,000)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES		1,000			1,000	83%	0%	(1,000)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE		91,100		90,094	1,006	83%	99%	17,012	19%
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	EXPENDITURES		91,100		90,094	1,006	83%	99%	17,012	19%

			CITY OF HATTIESBURG							
	027500 - TAX COLLECTOR'S-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
153,018	T/T GENERAL FUND	9000 01			10,490,219	(10,490,219)			12,588,262	
	T/T GENERAL FD-C.C. FE	9000 01CC								
	T/T GENERAL FD-EXCESS	9000 01EB								
	T/T GENERAL FD-CHKG IN	9000 01ICH K								
35,963	T/T GENERAL FD-INT/PEN	9000 01IP			170,740	(170,740)			204,888	
9,877	T/T PARKS & RECERATION	9000 02			735,740	(735,740)			882,888	
9,622	T/T LIBRARY	9000 04			716,589	(716,589)			859,906	
	T/T 1999 TAX INCRE B&I	9000 12			66,188	(66,188)			79,425	
35,299	T/T CITY B & I	9000 13			2,629,178	(2,629,178)			3,155,013	
335,576	T/T SCHOOL FUND	9000 14			14,916,197	(14,916,197)			17,899,436	
36,204	T/T SCHOOL-1988 SCH.BO	9000 14SB			1,627,822	(1,627,822)			1,953,386	
23,630	T/T POL/FIRE DIS./RELI	9000 18			1,768,771	(1,768,771)			2,122,525	
	T/T 2002 TIF B&I-SP	9000 20			50,181	(50,181)			60,217	
	T/T 2004 TIF B&I-HD	9000 21			58,361	(58,361)			70,033	
	T/T 2003 TIF B&I-CS	9000 22			241,356	(241,356)			289,627	
	T/T 2007 TIF B&I-TC	9000 23			352,517	(352,517)			423,020	
	T/T 2008 TIF B&I-LC	9000 24			76,913	(76,913)			92,295	
	T/T 2011 TIF B&I-TC KO	9000 25			74,339	(74,339)			89,206	
2,481	T/T MASS TRANSIT OPER.	9000 73			184,807	(184,807)			221,768	
	T/T 2008 TIF CONSTR-LC	9000 90								
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641,669	TRANSFERS TO OTHER F				34,159,915	(34,159,915)			40,991,898	
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641,669	TRANSFERS				34,159,915	(34,159,915)			40,991,898	
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641,669	EXPENDITURES				34,159,915	(34,159,915)			40,991,898	

			CITY OF HATTIESBURG							
	039551 - AIRPORT IMPR.-AIRPORTDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING R&M	6350								
	STREETS & STRUCTURES R	6360								
	DISINFECT./EXTERMINATI	6394								
	OTHER REPAIRS AND MAIN	6399								
	AUTOMOTIVE EQ. RENT	6415								
	OTHER RENT	6449								
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	REPR/MAINT-OUTSIDE L									
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	OTHER SERVICES & CHAR									
	<u>IMPROVEMENT OTHER THAN</u>									
	STREETS & ROADWAYS	7230								
	STREET LIGHTING	7235								
	LIGHTING SYSTEM	7236								
	OTHER IMPROVEMENTS	7295								
	AIRPORT SIGN	7295 01								
363,781	AIRPORT IMP-FAA	7295 02	1,390,685		832,320	558,365	83%	60%	(391,901)	-28%
	MDOT-MULTIMODAL	7295 06								
	MISC.OTHER IMPROVEMEN	7295 99	63,797		49,417	14,380	83%	77%	(4,496)	-7%
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363,781	OTHER IMPROVEMENTS		1,454,482		881,738	572,744	83%	61%	(396,396)	-27%
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363,781	IMPROVEMENT OTHER TH		1,454,482		881,738	572,744	83%	61%	(396,396)	-27%
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335	15,000			15,000	83%	0%	(15,000)	-100%
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		15,000			15,000	83%	0%	(15,000)	-100%
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363,781	CAPITAL OUTLAY		1,469,482		881,738	587,744	83%	60%	(411,396)	-28%
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363,781	EXPENDITURES		1,469,482		881,738	587,744	83%	60%	(411,396)	-28%

			CITY OF HATTIESBURG							
	072201 - MUN.ROAD&BRIDGE-STREETDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
299,558	IMPROVEMENT OTHER TH		5,632,700	1,474	1,510,887	4,120,338	83%	27%	(3,819,635)	-68%
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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387,768	CAPITAL OUTLAY		5,922,700	1,474	1,800,887	4,120,338	83%	30%	(3,761,635)	-64%
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439,315	EXPENDITURES		7,614,600	78,201	3,009,332	4,527,066	83%	40%	(4,003,401)	-53%

			CITY OF HATTIESBURG							
	072460 - MUN.R&B FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL LEASE PAYMENTS									
1,080	TRACTOR LEASE '11	8512	12,841		10,707	2,134	83%	83%	7	0%
900	BACKHOE LEASE '11	8514	10,706		8,900	1,806	83%	83%	(26)	0%
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1,980	CAPITAL LEASE PAYMEN		23,547		19,607	3,940	83%	83%	(18)	0%
	INTEREST ON CAPITAL LEA									
332	TRACTOR LEASE '11	8612	4,109		3,417	692	83%	83%	(8)	0%
186	BACKHOE LEASE '11	8614	2,329		1,962	367	83%	84%	25	1%
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519	INTEREST ON CAPITAL		6,438		5,379	1,059	83%	84%	16	0%
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2,499	DEBT SERVICE		29,985		24,986	5,000	83%	83%	(1)	0%
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2,499	EXPENDITURES		29,985		24,986	5,000	83%	83%	(1)	0%

			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
23,166	REGULAR WAGES	4000	344,539		269,587	74,952	83%	78%	(21,034)	-6%
	DISASTER RECOVERY WAGE	4010								
3,766	OVERTIME	4300	50,000		35,747	14,253	83%	71%	(7,103)	-14%
	DISASTER RECOVERY OVER	4310								
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26,931	SALARIES		394,539		305,335	89,204	83%	77%	(28,137)	-7%
	EMPLOYEE BENEFITS									
3,840	STATE RETIREMENT	4600	50,640		38,914	11,726	83%	77%	(3,943)	-8%
1,955	F.I.C.A. TAXES	4700	30,200		22,082	8,118	83%	73%	(3,701)	-12%
5,044	HOSPITALIZATION INS.	4800	73,500		56,261	17,239	83%	77%	(5,986)	-8%
	UNEMPLOYMENT BENEFITS	4900	2,545		1,456	1,089	83%	57%	(797)	-31%
	WORKMAN'S COMPENSATION	4910	16,000		14,447	1,553	83%	90%	1,336	8%
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10,840	EMPLOYEE BENEFITS		172,885		133,160	39,725	83%	77%	(13,093)	-8%
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37,771	PERSONAL SERVICES		567,424		438,495	128,929	83%	77%	(41,230)	-7%
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	2,000		1,913	87	83%	96%	295	15%
	MINOR OFFICE EQUIP/FUR	5020	1,800		545	1,255	83%	30%	(1,146)	-64%
	SUBSCRIPTIONS,MAGS,MAP	5050	100			100	83%	0%	(100)	-100%
	BOOKS	5070	50			50	83%	0%	(50)	-100%
1,644	COMPUTER SUPPLIES	5080	2,500		2,374	126	83%	95%	348	14%
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1,644	OFFICE SUPPLIES		6,450		4,833	1,617	83%	75%	(650)	-10%
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	1,800		1,401	399	83%	78%	(118)	-7%
	FOOD	5115								
	MEDICAL SUPPLIES	5120	200			200	83%	0%	(200)	-100%
	CHEMICALS	5130	500		251	249	83%	50%	(198)	-40%
1,521	GAS AND OIL	5250	25,000		19,657	5,343	83%	79%	(1,411)	-6%
96	LUBRICANTS	5255	500		96	404	83%	19%	(384)	-77%

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		CITY OF HATTIESBURG								
073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
50	COMMUNICATIONS		1,500		499	1,001	83%	33%	(901)	-60%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	3,000		1,992	1,008	83%	66%	(609)	-20%
	FREIGHT	6120	50		34	16	83%	68%	(9)	-18%
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		3,050		2,026	1,024	83%	66%	(618)	-20%
	ADVERTISING									
	ADVERTISING	6150	1,000			1,000	83%	0%	(1,000)	-100%
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	ADVERTISING		1,000			1,000	83%	0%	(1,000)	-100%
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255	48,600		48,526	74	83%	100%	9,631	20%
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE		48,600		48,526	74	83%	100%	9,631	20%
	UTILITIES									
580	ELECTRICITY	6305	13,000		9,292	3,708	83%	71%	(1,849)	-14%
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580	UTILITIES		13,000		9,292	3,708	83%	71%	(1,849)	-14%
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	4,000		2,701	1,299	83%	68%	(758)	-19%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	500			500	83%	0%	(500)	-100%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
426	MOTOR VEHICLE EQ. R&M	6384	1,500		426	1,074	83%	28%	(988)	-66%
592	BUS EQUIPMENT R&M	6385	71,600	2,524	51,221	17,855	83%	72%	(10,134)	-14%
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	500		162	338	83%	32%	(305)	-61%
	SIGN PAINTING	6396	500		135	365	83%	27%	(338)	-68%

			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER TH		386,977		48,961	338,016	83%	13%	(328,223)	-85%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
202	ARRA-DP EQUIP/SOFTWARE	7328	38,311		36,700	1,611	83%	96%	5,729	15%
	AGRICULTURAL EQUIPMENT	7335								
4,050	COMMUNICATION EQUIPMEN	7355	5,000		4,050	950	83%	81%	(140)	-3%
	ARRA-COMMUNICATION EQU	7356	35,000			35,000	83%	0%	(35,000)	-100%
	ARRA-GPS EQUIPMENT	7357	15,750			15,750	83%	0%	(15,750)	-100%
	MAJOR EQUIP. IMPROVEME	7390								
	OTHER EQUIPMENT	7399								
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4,252	MACHINERY AND EQUIPM		94,061		40,749	53,312	83%	43%	(45,162)	-48%
	VEHICLES									
	AUTOMOBILES	7400								
	BUSES	7410	467,063		408,385	58,678	83%	87%	22,999	5%
	ARRA-TROLLEYS	7415								
	SPECIAL TRUCKS	7450								
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	VEHICLES		467,063		408,385	58,678	83%	87%	22,999	5%
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4,252	CAPITAL OUTLAY		980,101		498,095	482,006	83%	51%	(382,387)	-39%
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60,051	EXPENDITURES		1,926,725	2,710	1,219,416	704,598	83%	63%	(463,425)	-24%

			CITY OF HATTIESBURG							
	075695 - W&S CONSTR.-CAPITAL PROJECTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
2,265	ENGINEERING	6015	348,054		210,596	137,458	83%	61%	(95,338)	-27%
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	40,500		40,460	40	83%	100%	8,052	20%
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2,265	PROFESSIONAL SERVICE		388,554		251,056	137,498	83%	65%	(87,286)	-22%
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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2,265	OTHER SERVICES & CHAR		388,554		251,056	137,498	83%	65%	(87,286)	-22%
	LAND									
	LAND	7000								
	EASEMENTS	7010								
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	LAND									
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	SEWERS	7220								
	IRENE CHAPEL-HATTIE A	7220 02								
	IND.PARK WTR/SWR IMPR	7220 03								
	MISC.SEWER SYSTEMS IM	7220 04								

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SHADOWOOD	7220 05								
	WOODHAVEN	7220 06								
	RICHBURG HILL TO I/59	7220 07								
	HWY 49 S	7220 08								
	W.HILLS GOLF CRSE SWR	7220 09								
	PCS WTR/SWR LINES	7220 10								
	S.LAGOON IMPROVEMENTS	7220 11	1,164,000		172,273	991,727	83%	15%	(957,272)	-82%
	COUNTRY CLUB SEWER	7220 13								
	HYBRID PLASTICS PROJ(	7220 14								
	PALMER'S SWR-SRF-LOAN	7220 15								
	CENTRAL SCHL RD	7220 16								
	JAMES/HWY49 SRF LOAN#	7220 18								
	I-59/JERVIS MIMS	7220 19								
	DIXIE PINE-SRF LOAN #	7220 20								
	USM PUMP STATION	7220 21								
	N.LAGOON EXPANSION	7220 26								
93,945	S.LAGOON REPAIRS	7220 27	700,000		445,177	254,823	83%	64%	(165,787)	-24%
	HWY 11 SOUTH SEWER	7220 29								
	USA YEAST	7220 37								
	S2-W 592 SWR W OF RAI	7220 38								
	S3-E 592 SWR E OF RAI	7220 39								
	CDBG-WIS PAK	7220 46	810,090		540,687	269,403	83%	67%	(161,265)	-20%
	LAGOON AERATORS-ARRA	7220 47								
	RAILROAD BORE	7220 48	70,000			70,000	83%	0%	(70,000)	-100%
22,277	CDBG-USA YEAST	7220 51	5,000,000		45,277	4,954,723	83%	1%	(4,945,667)	-99%
	PROGRAMMED SEWER PROJ	7220 99	460,828		268,315	192,513	83%	58%	(138,850)	-30%
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116,221	SEWERS		8,204,918		1,471,727	6,733,191	83%	18%	(6,438,845)	-78%
	STREETS & ROADWAYS	7230								
	1995 W&S-PAVING	7230 01								
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	STREETS & ROADWAYS									
	WATER SYSTEMS	7245								
43,522	JAMES ST WTR PLT	7245 02	1,090,000		1,012,868	77,133	83%	93%	125,441	12%
	HWY 98 WEST WTR.IMPR.	7245 03								
	WESTERN CONTAINER FIR	7245 06								
	RICHBURG HILL TO I/59	7245 07								

		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	RICHBURG HILL WTR.LIN	7245 14								
	RICHBURG HILL BOOSTER	7245 17								
	COUNTRY CLUB WATER	7245 18	360,000		14,863	345,137	83%	4%	(342,164)	-95%
	RICHBURG ELEVATED TAN	7245 19								
	RAULSTON RD WATER	7245 20								
	BLC MUN.AIRPORT	7245 21								
	JMT IND.DR/JAMES ST	7245 22								
	TATUM BLVD/HWY 11	7245 23								
	CDBG-WIS PAK	7245 46								
	PROGRAMMED WATER PROJ	7245 99								
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43,522	WATER SYSTEMS		1,450,000		1,027,730	422,270	83%	71%	(216,724)	-15%
	OTHER IMPROVEMENTS	7295								
	SCS PROJECT MATCH	7295 20								
	NRCS EROSION CONTROL	7295 21								
	TURTLECREEK-STORM DRA	7295 26								
	TURTLECREEK-WATER/SEW	7295 27								
26,536	TANK PAINTING/MAINT	7295 98	144,000		131,000	13,000	83%	91%	13,200	9%
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26,536	OTHER IMPROVEMENTS		144,000		131,000	13,000	83%	91%	13,200	9%
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186,280	IMPROVEMENT OTHER TH		9,798,918		2,630,458	7,168,460	83%	27%	(6,642,368)	-68%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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186,280	CAPITAL OUTLAY		9,798,918		2,630,458	7,168,460	83%	27%	(6,642,368)	-68%
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188,545	EXPENDITURES		10,187,472		2,881,513	7,305,959	83%	28%	(6,729,656)	-66%

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
22,956	REGULAR WAGES	4000	315,611		243,330	72,281	83%	77%	(23,615)	-7%
	DISASTER RECOVERY WAGE	4010								
957	OVERTIME	4300	15,000		13,092	1,908	83%	87%	710	5%
	DISASTER RECOVERY OVER	4310								
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23,913	SALARIES		330,611		256,423	74,188	83%	78%	(22,903)	-7%
	EMPLOYEE BENEFITS									
3,410	STATE RETIREMENT	4600	43,260		32,712	10,548	83%	76%	(4,005)	-9%
1,800	F.I.C.A. TAXES	4700	25,300		19,322	5,978	83%	76%	(2,113)	-8%
4,268	HOSPITALIZATION INS.	4800	66,380		49,878	16,502	83%	75%	(6,526)	-10%
	UNEMPLOYMENT BENEFITS	4900	5,500		5,305	195	83%	96%	866	16%
	WORKMAN'S COMPENSATION	4910	11,500		10,413	1,087	83%	91%	995	9%
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9,478	EMPLOYEE BENEFITS		151,940		117,630	34,310	83%	77%	(10,784)	-7%
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33,391	PERSONAL SERVICES		482,551		374,053	108,498	83%	78%	(33,687)	-7%
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
309	OTHER EXPENDABLE OFF.S	5010	1,000		530	470	83%	53%	(364)	-36%
	MINOR OFFICE EQUIP/FUR	5020	1,000		369	632	83%	37%	(557)	-56%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	100			100	83%	0%	(100)	-100%
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309	OFFICE SUPPLIES		2,100		899	1,202	83%	43%	(1,021)	-49%
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	13,000		9,419	3,581	83%	72%	(1,697)	-13%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120	250			250	83%	0%	(250)	-100%
	CHEMICALS	5130								
778	GAS AND OIL	5250	11,200		8,156	3,044	83%	73%	(1,412)	-13%

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WEARING APPAREL	5355	1,000			1,000	83%	0%	(1,000)	-100%
1,591	HORT./LANDSCAPING SPLY	5440	2,500		2,203	297	83%	88%	143	6%
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460	15,000		581	14,419	83%	4%	(14,302)	-95%
	MDSE FOR RESALE	5520								
	OTHER OPERATING MATL/S	5590	1,750		192	1,558	83%	11%	(1,519)	-87%
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2,369	OPERATING SUPPLIES		44,700		20,551	24,149	83%	46%	(20,038)	-45%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	3,000		2,262	738	83%	75%	(285)	-10%
1,456	ELECTRICAL SUPPLIES	5605	5,000		4,056	944	83%	81%	(132)	-3%
	PLUMBING SUPPLIES	5610	3,000	1,550	610	840	83%	20%	(2,268)	-76%
	PAINT AND PAINTING SPL	5650	3,000		1,014	1,986	83%	34%	(1,783)	-59%
	MTR VEHICLE REP. PTS/S	5700	2,000		1,582	418	83%	79%	(101)	-5%
4,056	OTHER REPAIR/MAINT. SP	5990	5,700		5,146	554	83%	90%	475	8%
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5,511	REPAIR & MAINTENANCE		21,700	1,550	14,671	5,479	83%	68%	(4,094)	-19%
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8,189	SUPPLIES AND EXPENSES		68,500	1,550	36,120	30,830	83%	53%	(25,156)	-37%
	PROFESSIONAL SERVICES									
	ENTERTAINMENT	6033								
594	OTHER PROFESSIONAL SER	6049	2,000		1,371	629	83%	69%	(354)	-18%
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594	PROFESSIONAL SERVICE		2,000		1,371	629	83%	69%	(354)	-18%
	COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP	6060	1,500		422	1,078	83%	28%	(993)	-66%
	POSTAGE	6070	50			50	83%	0%	(50)	-100%
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50	COMMUNICATIONS		1,550		422	1,128	83%	27%	(1,043)	-67%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	500			500	83%	0%	(500)	-100%
	FREIGHT	6120	100			100	83%	0%	(100)	-100%
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	TRANSPORTATION		600			600	83%	0%	(600)	-100%
	ADVERTISING									
	ADVERTISING	6150								

			CITY OF HATTIESBURG							
077650 - COMMUNITY CTR-ADMIN/GENERAL			EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240	100			100	83%	0%	(100)	-100%
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	PRINTING AND BINDING		100			100	83%	0%	(100)	-100%
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
173	GAS	6300	25,000		6,139	18,861	83%	25%	(17,633)	-71%
9,548	ELECTRICITY	6305	84,000		63,256	20,744	83%	75%	(8,092)	-10%
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9,721	UTILITIES		109,000		69,395	39,605	83%	64%	(25,726)	-24%
	REPR/MAINT-OUTSIDE LABO									
9,680	BUILDING R&M	6350	73,000	41,690	16,555	14,755	83%	23%	(53,134)	-73%
	ELECTRICAL R&M	6355	500			500	83%	0%	(500)	-100%
	PLUMBING EQUIPMENT R&M	6357	2,000		359	1,641	83%	18%	(1,569)	-78%
	OFFICE EQUIPMENT R&M	6365	200			200	83%	0%	(200)	-100%
	HOUSEHOLD EQUIPMENT R&	6370	5,000	758	2,622	1,620	83%	52%	(1,853)	-37%
	FIXED EQUIPMENT R&M	6380	17,700	4,866	5,220	7,614	83%	29%	(11,436)	-65%
	MINOR EQUIPMENT R&M	6382	600		150	450	83%	25%	(420)	-70%
337	MOTOR VEHICLE EQ. R&M	6384	4,000		40-	4,040	83%	1%	(3,952)	-99%
3,400	CLEANING AND PAINTING	6392	30,000	4,000	10,999	15,001	83%	37%	(16,801)	-56%
	DISINFECT./EXTERMINATI	6394	3,500		1,601	1,899	83%	46%	(1,578)	-45%
65	TOW IN CHARGES	6398	250		65	185	83%	26%	(172)	-69%
628	OTHER REPAIRS AND MAIN	6399	4,000		1,651	2,349	83%	41%	(2,018)	-50%
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14,110	REPR/MAINT-OUTSIDE L		140,750	51,314	39,183	50,253	83%	28%	(93,730)	-67%
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	CYLINDER RENT	6425								
172	UNIFORM RENT	6430	3,000		1,583	1,417	83%	53%	(1,100)	-37%
	MOP-MAT-RAG RENT	6435								

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	19,500		18,832	668	83%	97%	3,098	16%
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	VEHICLES		19,500		18,832	668	83%	97%	3,098	16%
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	CAPITAL OUTLAY		133,000	23,329	32,087	77,584	83%	24%	(94,495)	-71%
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66,226	EXPENDITURES		947,551	77,067	557,260	313,224	83%	59%	(278,839)	-29%

			CITY OF HATTIESBURG							
	078635 - '09 WATER METER PROJ-CIP		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	BRICK,STONE,MORTAR,ETC	5410								
	DRAINAGE PIPE & CULVER	5420								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
	LEGAL	6025								
200	OTHER PROFESSIONAL SER	6049	255,000	38,150	154,463	62,388	83%	61%	(69,644)	-27%
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200	PROFESSIONAL SERVICE		255,000	38,150	154,463	62,388	83%	61%	(69,644)	-27%
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200	OTHER SERVICES & CHAR		255,000	38,150	154,463	62,388	83%	61%	(69,644)	-27%
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	FUTURE PROJECT	7150 18								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	WATER UTILITY SOFTWARE	7329								
	HYDRANTS & METERS	7365	594,939	639	580,559	13,741	83%	98%	101,731	17%
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	MACHINERY AND EQUIPM		594,939	639	580,559	13,741	83%	98%	101,731	17%
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	CAPITAL OUTLAY		594,939	639	580,559	13,741	83%	98%	101,731	17%

			CITY OF HATTIESBURG							
	078635 - '09 WATER METER PROJ-CIP		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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200	EXPENDITURES		849,939	38,789	735,021	76,129	83%	86%	32,086	4%

		CITY OF HATTIESBURG								
082285 - CDBG-ENTITLEMENTS		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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191	OPERATING SUPPLIES		4,480		3,305	1,175	83%	74%	(514)	-11%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PAINT AND PAINTING SPL	5650								
100	MTR VEHICLE REP. PTS/S	5700	1,000		812	188	83%	81%	(25)	-3%
	MINOR COMPUTER EQUIP.	5800								
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100	REPAIR & MAINTENANCE		1,000		812	188	83%	81%	(25)	-3%
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549	SUPPLIES AND EXPENSES		9,500		6,078	3,422	83%	64%	(2,206)	-23%
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	DEMO/RELATED SER 2008-	6013								
	DEMOLITION-TARGET ARE	6013 01	92,860	8,800	41,447	42,613	83%	45%	(43,123)	-46%
	ASBESTOS REMOVAL-TARG	6013 02								
	LOT CLEARING-TARGET A	6013 03								
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	DEMO/RELATED SER 20		92,860	8,800	41,447	42,613	83%	45%	(43,123)	-46%
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
	COMM.HOUSING DEV. ORG	6049 03	370,535		11,313	359,222	83%	3%	(356,959)	-96%
	DOWNTOWN LIGHTING	6049 04								
	RECORDING FEES	6049 06	300			300	83%	0%	(300)	-100%
	ADP LOAN PROGRAM	6049 07								
	ENVIRONMENTAL STUDY	6049 08	3,000		673	2,327	83%	22%	(2,192)	-73%
	CAPITAL IMPROVEMENT P	6049 09								
16,920	PUB.SERV.GRANT EXPENS	6049 10	58,380		54,660	3,720	83%	94%	7,212	12%
	NEIGHBORHOOD GRANT EX	6049 11								
	ENGR-DRAINAGE CDBG	6049 12								
	DEMOLITION 1999-2007	6049 13								
	FACADE IMPR.PROGRAM	6049 14	45,000			45,000	83%	0%	(45,000)	-100%
	PLANNING	6049 15								
	HABITAT PROGRAM	6049 16								
	PRVO EXPENDITURE	6049 17								
	EATON SCHOOL	6049 18								

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		CITY OF HATTIESBURG								
		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CDBG/HOME HOUSING	7254								
	CDBG FULL REHAB	7254 01	312,097		100,617	211,480	83%	32%	(191,356)	-61%
	CDBG HOUSING REPR	7254 02	150,000		63,258	86,742	83%	42%	(74,090)	-49%
25,128	HOME FULL REHAB	7254 03	632,750		237,201	395,549	83%	37%	(348,108)	-55%
10,000	HOME DOWNPAYMENT ASST	7254 04	60,916		10,000	50,916	83%	16%	(48,916)	-80%
	AFFORDABLE HOUSING	7254 05								
	HOME REVOLVING LOANS	7254 06								
	WORLD CHANGERS	7254 07								
	ADOPT A HOME	7254 08								
	RECONSTRUCTION	7254 09	212,697		155,735	56,962	83%	73%	(25,815)	-12%
	RECONSTRUCTN/SALV.ARM	7254 10	49,000	500	45,050	3,450	83%	92%	5,060	10%
4,988	BLUE ROOFS	7254 11	92,710		4,988	87,722	83%	5%	(86,724)	-94%
	EATON SCHOOL	7254 12								
1,398	MICROENTERPRISE PROGR	7254 13	45,000		31,398	13,602	83%	70%	(7,322)	-16%
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41,513	CDBG/HOME HOUSING		1,555,170	500	648,246	906,424	83%	42%	(777,274)	-50%
	CDBG-ENTITLEMT ASSISTA	7285								
	HOME ENTITLEMT ASSISTA	7286								
	MDA AM DREAM D/P (ADDI	7287	9,084		9,083	1	83%	100%	1,815	20%
	OTHER IMPROVEMENTS	7295								
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41,513	IMPROVEMENT OTHER TH		1,742,334	500	657,329	1,084,505	83%	38%	(953,539)	-55%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES									
-----			-----	-----	-----	-----	-----	-----	-----	-----
41,513	CAPITAL OUTLAY		1,742,334	500	657,329	1,084,505	83%	38%	(953,539)	-55%
-----			-----	-----	-----	-----	-----	-----	-----	-----
78,295	EXPENDITURES		2,631,247	9,300	963,170	1,658,777	83%	37%	(1,475,443)	-56%

			CITY OF HATTIESBURG							
	082500 - CDBG-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 O1	80,000			80,000	83%	0%	(80,000)	-100%
	T/T W & S CONSTRUCTION	9000 75								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F		80,000			80,000	83%	0%	(80,000)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS		80,000			80,000	83%	0%	(80,000)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		80,000			80,000	83%	0%	(80,000)	-100%

			CITY OF HATTIESBURG							
	087500 - INDUSTRIAL PK-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T CITY B & I	9000 13								
	T/T CITY B&I (KOHLER)	9000 13K			394,545	(394,545)			473,454	
	T/T CITY B&I (SUNBEAM)	9000 13S								
	T/T MUN.ROAD & BRIDGE	9000 72								
	T/T W & S CONSTRUCTION	9000 75								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F				394,545	(394,545)			473,454	
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS				394,545	(394,545)			473,454	
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES				394,545	(394,545)			473,454	

			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010			8,950	(8,950)			10,740	
	ARCHITECTURAL	6012								
	ENGINEERING	6015			1,665	(1,665)			1,998	
	APPRAISAL	6017								
	CONSULTANT SERV/SURVEY	6020								
	AREA DEV.PARTNERSHIP	6020 01			187,500	(187,500)			225,000	
	OTHER	6020 03								
	IND.PK.MASTER PLAN	6020 04								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CONSULTANT SERV/SUR				187,500	(187,500)			225,000	
	LEGAL	6025			3,148	(3,148)			3,777	
	OTHER PROFESSIONAL SER	6049			2,700	(2,700)			3,240	
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE				203,963	(203,963)			244,755	
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								

			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
	MESSENGER/EXPRESS SERV	6130								
-----			-----	-----	-----	-----	----	----	-----	-----
	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
-----			-----	-----	-----	-----	----	----	-----	-----
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
-----			-----	-----	-----	-----	----	----	-----	-----
	PRINTING AND BINDING									
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255			11,406	(11,406)			13,687	
	OTHER INSURANCE	6299								
-----			-----	-----	-----	-----	----	----	-----	-----
	INSURANCE				11,406	(11,406)			13,687	
	UTILITIES									
	GAS	6300								
	ELECTRICITY	6305								
	WATER	6315								
-----			-----	-----	-----	-----	----	----	-----	-----
	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	SIGN PAINTING	6396								
	OTHER REPAIRS AND MAIN	6399			180	(180)			216	
-----			-----	-----	-----	-----	----	----	-----	-----
	REPR/MAINT-OUTSIDE L				180	(180)			216	
	RENTALS									
	LAND RENT	6400								
-----			-----	-----	-----	-----	----	----	-----	-----
	RENTALS									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	FORREST CTY. REPAYMEN	6820 90								
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			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	NOTE PRINCIPAL									
	IND. PARK NOTE	8210								
-----			-----	-----	-----	-----	----	----	-----	----
	NOTE PRINCIPAL									
	INTEREST ON NOTES									
	OTHER NOTES	8335								
-----			-----	-----	-----	-----	----	----	-----	----
	INTEREST ON NOTES									
-----			-----	-----	-----	-----	----	----	-----	----
	DEBT SERVICE									
-----			-----	-----	-----	-----	----	----	-----	----
	EXPENDITURES				215,549	(215,549)			258,658	

			CITY OF HATTIESBURG							
	090500 - 2008 D/T LIGHTING-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
	T/T SPECIAL STREET	9000 08								
	T/T B&I CITY	9000 13	110			110	83%	0%	(110)	-100%
	T/T 2003 TIF B&I-CHAUV	9000 22								
	T/T 2008 TIF B&I-LINCO	9000 24								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F		110			110	83%	0%	(110)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS		110			110	83%	0%	(110)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		110			110	83%	0%	(110)	-100%

			CITY OF HATTIESBURG							
	090603 - 2008 D/T LIGHTING-PROJECT		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	CHAUVET SQUARE/TIF PR	7295 33								
	LINCOLN CENTER/TIF PR	7295 38								
	D/T LIGHTING/GO NOTE	7295 51	402,349		402,349		83%	100%	80,469	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS		402,349		402,349		83%	100%	80,469	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH		402,349		402,349		83%	100%	80,469	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY		402,349		402,349		83%	100%	80,469	20%
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	EXPENDITURES		402,349		402,349		83%	100%	80,469	20%

			CITY OF HATTIESBURG							
	091500 - TIF CONST-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T 2007 TIF B&I-T/C	9000 23	5		4	1	83%	80%		0%
	T/T KOHLS TIF B&I	9000 25								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F		5		4	1	83%	80%		0%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS		5		4	1	83%	80%		0%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		5		4	1	83%	80%		0%

			CITY OF HATTIESBURG							
	091602 - TIF CONST-ISSUE EXP		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	59,500		32,015	27,485	83%	54%	(21,082)	-35%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE		59,500		32,015	27,485	83%	54%	(21,082)	-35%
	PRINTING AND BINDING									
	PRINTING	6200								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR		59,500		32,015	27,485	83%	54%	(21,082)	-35%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		59,500		32,015	27,485	83%	54%	(21,082)	-35%

			CITY OF HATTIESBURG							
	091603 - TIF CONST-STREETS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	'11 KHOLS/TIF PROJ	7295 33	655,500		655,500		83%	100%	131,100	20%
	'07 TURTLE CREEK/TIF	7295 34								
	'11 TURTLE CREEK/TIF	7295 39								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS		655,500		655,500		83%	100%	131,100	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH		655,500		655,500		83%	100%	131,100	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY		655,500		655,500		83%	100%	131,100	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		655,500		655,500		83%	100%	131,100	20%

			CITY OF HATTIESBURG							
	094500 - '12 W&S BOND CONST-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
	T/T WATER & SEWER B&I	9000 10	391,028		391,028		83%	100%	78,205	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F		391,028		391,028		83%	100%	78,205	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS		391,028		391,028		83%	100%	78,205	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		391,028		391,028		83%	100%	78,205	20%

			CITY OF HATTIESBURG							
	094602 - 2012 W&S CONST-ISSUE EXP		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PROFESSIONAL SERVICES									
	LEGAL	6025	169,406		169,406		83%	100%	33,881	20%
	OTHER PROFESSIONAL SER	6049								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE		169,406		169,406		83%	100%	33,881	20%
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR		169,406		169,406		83%	100%	33,881	20%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		169,406		169,406		83%	100%	33,881	20%

		CITY OF HATTIESBURG								
094695 - 2012 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
-----			-----	-----	-----	-----	----	----	-----	----
	OPERATING SUPPLIES									
-----			-----	-----	-----	-----	----	----	-----	----
	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
-----			-----	-----	-----	-----	----	----	-----	----
	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
-----			-----	-----	-----	-----	----	----	-----	----
	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
-----			-----	-----	-----	-----	----	----	-----	----
	OTHER SERVICES & CHA									
-----			-----	-----	-----	-----	----	----	-----	----
	OTHER SERVICES & CHAR									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	SEWER PHASE III	7220 01								
	S.LAGOON SLUDGE REMOV	7220 27	232,951		232,951		83%	100%	46,590	20%
	SEWER PHASE I	7220 49	900,330	33,313	46,773	820,244	83%	5%	(844,202)	-94%
18,420	SEWER PHASE II	7220 50	140,000	15,248	23,860	100,893	83%	17%	(111,368)	-80%
	LAGOON DREDGING LOAN	7220 97	1,425,800		1,425,800		83%	100%	285,160	20%
-----			-----	-----	-----	-----	----	----	-----	----
18,420	SEWERS		2,699,081	48,561	1,729,384	921,137	83%	64%	(623,820)	-23%
	WATER SYSTEMS	7245								
3,080	HWY 98 BOOSTER STATIO	7245 03	20,000	1,500	9,913	8,588	83%	50%	(8,104)	-41%

		CITY OF HATTIESBURG								
094695 - 2012 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT								
		10 Months Ending 07/31/12								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HWY 98 ELEVATED WTR T	7245 04	935,813		53,279	882,534	83%	6%	(871,878)	-93%
	WATER PHASE II	7245 05								
	WATER PHASE III	7245 06								
2,100	VETERANS BLVD WTR CON	7245 08	150,000		2,100	147,900	83%	1%	(147,480)	-98%
4,650	COUNTRY CLUB WTR II	7245 18	295,452	470	4,650	290,332	83%	2%	(289,872)	-98%
	TATUM-BONHOMIE WTR LI	7245 23	357,183			357,183	83%	0%	(357,183)	-100%
	HWY 98 FIRE LINES	7245 28	4,465,569	1,060,952	241,177	3,163,441	83%	5%	(4,176,156)	-94%
	WATER PHASE I	7245 50	85,000	1,843	808	82,350	83%	1%	(84,030)	-99%
-----			-----	-----	-----	-----	-----	-----	-----	-----
9,830	WATER SYSTEMS		6,309,017	1,064,765	311,925	4,932,327	83%	5%	(5,934,707)	-94%
	OTHER IMPROVEMENTS	7295								
	MISC.OTHER IMPROVEMEN	7295 99	2,931,468			2,931,468	83%	0%	(2,931,468)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS		2,931,468			2,931,468	83%	0%	(2,931,468)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
28,250	IMPROVEMENT OTHER TH		11,939,566	1,113,326	2,041,309	8,784,932	83%	17%	(9,489,995)	-79%
-----			-----	-----	-----	-----	-----	-----	-----	-----
28,250	CAPITAL OUTLAY		11,939,566	1,113,326	2,041,309	8,784,932	83%	17%	(9,489,995)	-79%
-----			-----	-----	-----	-----	-----	-----	-----	-----
28,250	EXPENDITURES		11,939,566	1,113,326	2,041,309	8,784,932	83%	17%	(9,489,995)	-79%

			CITY OF HATTIESBURG							
	095641 - 2001 BOND CONSTR-ZOO IMPR		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	REHAB. EXISTING BLDGS	7100 12								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDINGS									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	ASIAN EXHIBIT	7295 11								
	MS HABITAT EXHIBIT	7295 12	187,146			187,146	83%	0%	(187,146)	-100%
	LION EXHIBIT	7295 14								
	SOUTH AMERICAN EXHIBI	7295 25								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS		187,146			187,146	83%	0%	(187,146)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH		187,146			187,146	83%	0%	(187,146)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY		187,146			187,146	83%	0%	(187,146)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES		187,146			187,146	83%	0%	(187,146)	-100%

			CITY OF HATTIESBURG							
	096201 - MDB CAPITAL PROJ-STREETS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	4TH ST WIDENING-MDOT	7230 09	2,049,900			2,049,900	83%	0%	(2,049,900)	-100%
	CHAIN PARK PROJ-MDOT	7230 76								
	CHAIN PARK-MDOT ARRA	7230 77	5,405		5,601	(196)	83%	104%	1,316	24%
17,628	CHAIN PARK-HUD	7230 78	451,050		426,471	24,579	83%	95%	60,715	13%
-----			-----	-----	-----	-----	-----	-----	-----	-----
17,628	STREETS & ROADWAYS		2,506,355		432,072	2,074,283	83%	17%	(1,987,868)	-79%
-----			-----	-----	-----	-----	-----	-----	-----	-----
17,628	IMPROVEMENT OTHER TH		2,506,355		432,072	2,074,283	83%	17%	(1,987,868)	-79%
-----			-----	-----	-----	-----	-----	-----	-----	-----
17,628	CAPITAL OUTLAY		2,506,355		432,072	2,074,283	83%	17%	(1,987,868)	-79%
-----			-----	-----	-----	-----	-----	-----	-----	-----
17,628	EXPENDITURES		2,506,355		432,072	2,074,283	83%	17%	(1,987,868)	-79%

			CITY OF HATTIESBURG							
	098341 - K.P.ZOO CAPITAL-KPZ		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
-----			-----	-----	-----	-----	-----	-----	-----	-----
46,512	CAPITAL OUTLAY		235,052		149,217	85,835	83%	63%	(55,991)	-24%
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46,512	EXPENDITURES		235,052		149,217	85,835	83%	63%	(55,991)	-24%

			CITY OF HATTIESBURG							
	099627 - 2010 W & S GO BOND-WATER		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LAND									
	LAND	7000	90,000			90,000	83%	0%	(90,000)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	LAND		90,000			90,000	83%	0%	(90,000)	-100%
	IMPROVEMENT OTHER THAN									
	WATER SYSTEMS	7245								
	IND.PARK WATER LINES	7245 01								
	IND.PARK ELEVATED TAN	7245 04								
	WATER WELL@ PLANT #1	7245 05								
	VETERANS BLVD - WATER	7245 08	1,080,683		47,408	1,033,275	83%	4%	(1,023,793)	-95%
68,999	WESLEY FILTRATION PLA	7245 09	1,059,266		906,848	152,418	83%	86%	28,951	3%
-----			-----	-----	-----	-----	-----	-----	-----	-----
68,999	WATER SYSTEMS		2,139,949		954,256	1,185,693	83%	45%	(994,841)	-46%
-----			-----	-----	-----	-----	-----	-----	-----	-----
68,999	IMPROVEMENT OTHER TH		2,139,949		954,256	1,185,693	83%	45%	(994,841)	-46%
-----			-----	-----	-----	-----	-----	-----	-----	-----
68,999	CAPITAL OUTLAY		2,229,949		954,256	1,275,693	83%	43%	(1,084,841)	-49%
-----			-----	-----	-----	-----	-----	-----	-----	-----
68,999	EXPENDITURES		2,229,949		954,256	1,275,693	83%	43%	(1,084,841)	-49%

			CITY OF HATTIESBURG							
	099630 - 2010 W & S GO BOND-SEWERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	FRANKLIN STREET	7220 12								
	ARLEDGE-MANNING TO CT	7220 22								
	COLUMBIA-PROV.TO RAWL	7220 23								
	ASHFORD-C.CLUB TO MLK	7220 24								
	PROVIDENCE-COLUMBIA T	7220 25								
397,882	N.LAGOON EXPANSION	7220 26	4,006,683		3,138,384	868,299	83%	78%	(240,622)	-6%
	S.LAGOON DISINFECTION	7220 27								
	IND.PARK SEWER LINES	7220 28								
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397,882	SEWERS		4,006,683		3,138,384	868,299	83%	78%	(240,622)	-6%
-----			-----	-----	-----	-----	-----	-----	-----	-----
397,882	IMPROVEMENT OTHER TH		4,006,683		3,138,384	868,299	83%	78%	(240,622)	-6%
-----			-----	-----	-----	-----	-----	-----	-----	-----
397,882	CAPITAL OUTLAY		4,006,683		3,138,384	868,299	83%	78%	(240,622)	-6%
-----			-----	-----	-----	-----	-----	-----	-----	-----
397,882	EXPENDITURES		4,006,683		3,138,384	868,299	83%	78%	(240,622)	-6%

			CITY OF HATTIESBURG							
	105695 - 2006 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	S1-N.LAGOON EXPANSION	7220 26								
	S2-W 592 SWR W OF RAI	7220 38								
	S3-E 592 SWR E OF RAI	7220 39								
	S4-W BOND SWR W OF RA	7220 40								
	S5-E BOND SWR E OF RA	7220 41								
	S6-ANNEXATION AREA SE	7220 42								
	S7-SEWER LIFT STA IMP	7220 43								
	SULLIVAN KIL TO J MIM	7220 44								
	HWY 49 N SEWER	7220 45								

			CITY OF HATTIESBURG							
	107500 - SPEC.SALES TAX-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
10,427	T/T CITY B & I	9000 13			76,563	(76,563)			91,875	
-----			-----	-----	-----	-----	-----	-----	-----	-----
10,427	TRANSFERS TO OTHER F				76,563	(76,563)			91,875	
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10,427	TRANSFERS				76,563	(76,563)			91,875	
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10,427	EXPENDITURES				76,563	(76,563)			91,875	

			CITY OF HATTIESBURG							
	107706 - SPEC.SALES TAX-T&A EXPEND.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
40,271	TOURISM COMMISSION	6049 01			388,412	(388,412)			466,094	
367,976	CONVENTION COMMISSION	6049 02			3,639,339	(3,639,339)			4,367,206	
-----			-----	-----	-----	-----	-----	-----	-----	-----
408,247	OTHER PROFESSIONAL				4,027,751	(4,027,751)			4,833,301	
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408,247	PROFESSIONAL SERVICE				4,027,751	(4,027,751)			4,833,301	
-----			-----	-----	-----	-----	-----	-----	-----	-----
408,247	OTHER SERVICES & CHAR				4,027,751	(4,027,751)			4,833,301	
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408,247	EXPENDITURES				4,027,751	(4,027,751)			4,833,301	

			CITY OF HATTIESBURG							
	109704 - GROUP INS.TRUST-T&A EXPEND.		EXPENDITURE REPORT							
			10 Months Ending 07/31/12							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832			35	(35)			42	
57,708	ADMIN PAID	6833			566,844	(566,844)			680,212	
276,999	CLAIMS PAID	6834			3,221,547	(3,221,547)			3,865,856	
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334,706	OTHER SERVICES & CHA				3,788,426	(3,788,426)			4,546,111	
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334,706	OTHER SERVICES & CHAR				3,788,426	(3,788,426)			4,546,111	
-----			-----	-----	-----	-----	-----	-----	-----	-----
334,706	EXPENDITURES				3,788,426	(3,788,426)			4,546,111	

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	2,000			20,000	29,161	145%	24,000	(5,161)
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
	-----	-----	-----	----	-----	-----	----	-----	-----
PAYMENT IN LIEU OF T		2,000			20,000	29,161	145%	24,000	(5,161)
	-----	-----	-----	----	-----	-----	----	-----	-----
TAXES-OTHER		2,000			20,000	29,161	145%	24,000	(5,161)
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	11,250	17,901	159%	112,500	122,215	108%	135,000	12,785
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	241,666	4,497	1%	2,416,667	1,666,866	68%	2,900,000	1,233,134
SOLID WASTE OPER/FRANC	2212	18,750	7,919	42%	187,500	179,636	95%	225,000	45,364
GAS FRANCHISE	2215	22,500	29,442	130%	225,000	150,541	66%	270,000	119,459
CABLE T.V. FRANCHISE	2219	35,833			358,333	354,084	98%	430,000	75,916
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FRANCHISES		318,750	41,859	13%	3,187,500	2,351,128	73%	3,825,000	1,473,872
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	32,083	9,986	31%	320,833	293,216	91%	385,000	91,784
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,000	479	47%	10,000	16,038	160%	12,000	(4,038)
LAND CODE ENFORCEMENT	2224	2,666	1,558	58%	26,667	27,551	103%	32,000	4,449
GAS & PLUMBING	2225	1,000	300	30%	10,000	7,525	75%	12,000	4,475
ELECTRICAL INSPECTION	2226	1,666	945	56%	16,667	8,735	52%	20,000	11,265
DEMOLITION PERMIT	2227	100	250	250%	1,000	2,300	230%	1,200	(1,100)
HOUSE MOVING	2228	41			417			500	500
	-----	-----	-----	----	-----	-----	----	-----	-----
BLDG/INSP PERMITS &		38,558	13,518	35%	385,583	355,365	92%	462,700	107,335
OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233								
PROPERTY CLEAN-UP COST	2234	150	250	166%	1,500	4,670	311%	1,800	(2,870)
TAXI BADGE PERMIT	2235	16			167	100	59%	200	100
WRECKER REGISTRATION F	2236	33	25	75%	333	575	172%	400	(175)
BURN OR MISC FIRE PERM	2237	125			1,250	800	64%	1,500	700
AMBULANCE PERMIT	2238					900			(900)

		CITY OF HATTIESBURG						1	
001001 - GENERAL FUND REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	375	450	120%	3,750	5,650	150%	4,500	(1,150)
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255								
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								
DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	41	40	97%	417	400	95%	500	100
MISC. PERMITS & FEES	2299	833	2,100	252%	8,333	28,909	346%	10,000	(18,909)
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OTHER PERMITS & FEES		1,575	2,865	181%	15,750	42,004	266%	18,900	(23,104)
	-----	-----	-----	----	-----	-----	----	-----	-----
LICENSES, PERMITS & F		370,133	76,142	20%	3,701,333	2,870,711	77%	4,441,600	1,570,889
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304	1,690			16,904			20,285	20,285
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307								
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310	12,754	12,058	94%	127,546	90,319	70%	153,055	62,736
JUST.-BYRNE GRANTS	2311	3,060			30,601	16,510	53%	36,721	20,211
JUST.-DOMESTIC PREP'06	2312	8,291	4,816	58%	82,917	36,541	44%	99,500	62,959
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314	416			4,167			5,000	5,000
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
NRCS-USDA STORM RELATED	2322	2,666			26,667			32,000	32,000
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326	6,612			66,123			79,348	79,348

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
FEMA-'05 REGIONAL RESPO	2327	4,987			49,875			59,850	59,850
FEMA-CITIZENS CORPS	2328					3,785			(3,785)
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	25,000			250,000	18,759	7%	300,000	281,241
CDBG-FIRE STATION	2338	607			6,071	7,284	119%	7,285	1
MISC FEDERAL GRANTS	2339								
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349					243			(243)
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356	29,642	11,546	38%	296,425	343,938	116%	355,710	11,772
HUD-MIDTOWN STUDY	2360	12,500	45,036	360%	125,000	121,920	97%	150,000	28,080
HUD/MDA HUB CITY LOFT P	2361	166,666			1,666,667	2,000,000	119%	2,000,000	
FEDERAL GRANTS		274,896	73,456	26%	2,748,962	2,639,299	96%	3,298,754	659,455
STATE GRANTS	250B								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505	493			4,933			5,920	5,920
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511	5,120			51,204			61,445	61,445
EMER.SHELTER-MDA GRANT	2513	6,250			62,500	75,000	120%	75,000	
I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515		30,000			30,000			(30,000)
SOLID WASTE GRANT	2518	6,250			62,500			75,000	75,000
URBAN YOUTH CORPS MDOT	2519	2,916			29,167	28,822	98%	35,000	6,178
DEQ GRANTS(SO.LAGOON ST	2520	25,833			258,333			310,000	310,000
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								
STOP VIOLENCE GRANT	2526	1,387	825	59%	13,875	16,650	120%	16,650	
ALCOHOL INCENTIVE	2527	2,535			25,353	30,424	120%	30,424	
JUSTICE ASSISTANCE	2528								
DISASTER RELIEF	2545								
MEMA-DOMESTIC PREPAREDN	2550								
MEMA-SAFE ROOMS	2551	16,653			166,531			199,837	199,837
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
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		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MDOT GRANT-TRAFFIC STUD	2558								
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STATE GRANTS		67,439	30,825	45%	674,397	180,896	26%	809,276	628,380
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,650,000	1,704,253	103%	16,500,000	16,830,417	102%	19,800,000	2,969,583
CITY UTILITY TAX	2601	500	269	53%	5,000	3,052	61%	6,000	2,948
SALES TAX-SRF REIMB.	2602		36,105			361,049			(361,049)
ALCOHOLIC BEV. LICENSE	2610	12,916			129,167	115,650	89%	155,000	39,350
MOTOR VEH.PRIVILEGE TAX	2635	8,333	10,748	128%	83,333	78,883	94%	100,000	21,117
PAT HARRISON WATERWAY D	2665								
HATT.METROPLTN. PLANNIN	2670	28,746			287,461	103,268	35%	344,953	241,685
MISC DORMANT ACCOUNT RF	2699								
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STATE-SHARED REVENUE		1,700,496	1,751,375	102%	17,004,961	17,492,319	102%	20,405,953	2,913,634
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02	833			8,333			10,000	10,000
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709								
PETAL/F-CO FLOOD INUNDA	2718					16,907			(16,907)
FORREST CTY-TWIN FORKS	2719	4,166			41,667			50,000	50,000
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735	7,250			72,500	43,798	60%	87,000	43,202
METRO NARC.O/T-FORREST	2736								
MEMA/HAZARD MITIG/GENER	2739								
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CITY/COUNTY-SHARED RE		12,250			122,500	60,704	49%	147,000	86,296
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	2,083			20,833	20,000	96%	25,000	5,000
FIRE DPT.SERV FOR OTHE	2860	416			4,167	20		5,000	4,980
800 MHZ RADIO ACCESS F	2865								

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
POLICE/FIRE-SPECIAL DU	2870	13,333	20,144	151%	133,333	121,608	91%	160,000	38,392
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881		1,095			8,605			(8,605)
HOMELAND SECURITY O/T	2882					6,156			(6,156)
US MARSHALL O/T REIMB.	2883		1,851			8,687			(8,687)
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PUBLIC SAFETY		15,833	23,090	145%	158,333	165,075	104%	190,000	24,925
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
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TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	83	255	307%	833	2,046	245%	1,000	(1,046)
PARKING FINES	2915	833	1,242	149%	8,333	9,654	115%	10,000	346
CROSSING LIGHT FEES	2920	10			108	81	75%	130	49
LOT CLEAN-UP/HEAVY TRA	2930		27			127			(127)
CDBG LOT CLEAN-UP/DEMO	2931					6,475			(6,475)
	-----	-----	-----	----	-----	-----	----	-----	-----
STREETS		927	1,524	164%	9,275	18,383	198%	11,130	(7,253)
SANITATION	2950								
TRASH HAULING	2960	11,666	13,410	114%	116,667	108,697	93%	140,000	31,303
RESIDENTL WASTE COLLEC	2965	173,333	175,194	101%	1,733,333	1,729,774	99%	2,080,000	350,226
SANITA-REFUND & RECOVE	2970								
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SANITATION		185,000	188,604	101%	1,850,000	1,838,471	99%	2,220,000	381,529
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CHARGES FOR SERVICES		201,760	213,217	105%	2,017,608	2,021,930	100%	2,421,130	399,200
FINES AND FORFEITS	330A								
POLICE FINES	3320	116,666	166,864	143%	1,166,667	1,198,936	102%	1,400,000	201,064
CITY COURT COSTS	3321	16,666	21,350	128%	166,667	159,288	95%	200,000	40,712
CCC-JAIL REIMB.	3322	166	290	174%	1,667	1,887	113%	2,000	113
ENVIR CT-CODE VIOLATION	3323		315			1,164			(1,164)
ANIMAL CONTROL	3327		82			964			(964)
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FINES AND FORFEITS		133,500	188,901	141%	1,335,000	1,362,240	102%	1,602,000	239,760

		CITY OF HATTIESBURG						1	
001001 - GENERAL FUND REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	333	635	190%	3,333	4,938	148%	4,000	(938)
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
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INTEREST EARNINGS		333	635	190%	3,333	4,938	148%	4,000	(938)
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTISING	3411 05								
ALWEST ADVERTISING	3411 10								
MS.POWER-HWY.42	3411 11								
TRITELL COMMUNICATION	3411 12								
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LAND									
BUILDING	3412								
DEPOT FACILITY	3412 01	1,333	200	15%	13,333	11,225	84%	16,000	4,775
P&F ACADEMY RENTALS	3412 02					1,500			(1,500)
SEXUAL ASSAULT CRISIS	3412 05								
MERCHANTS	3412 07	200	400	200%	2,000	2,000	100%	2,400	400
USM CELLULAR ONE RENT	3412 41								
HUBSOUTH/WATER TOWER	3412 62								
OTHER BLDG. RENT	3412 99								
	-----	-----	-----	----	-----	-----	----	-----	-----
BUILDING		1,533	600	39%	15,333	14,725	96%	18,400	3,675
PARKING GARAGE-CIVIC C	3415	2,500	2,198	87%	25,000	26,316	105%	30,000	3,684
PARKING GARAGE-PINE ST	3416	2,916	2,781	95%	29,167	30,183	103%	35,000	4,817
PARKING SPACES	3417								
MAIN STREET PARKING L	3417 01	500	560	112%	5,000	3,690	73%	6,000	2,310
CHURCH PARKING LOT	3417 02	416	475	114%	4,167	4,250	101%	5,000	750
RAILROAD PARKING LOT	3417 03	1,083	1,340	123%	10,833	12,770	117%	13,000	230
MOBILE ST. PKG.LOT #1	3417 04	275	650	236%	2,750	2,840	103%	3,300	460

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MOBILE ST. PKG.LOT #2	3417 05								
BATSON STREET PKG. LO	3417 06								
HEMPHILL PKG. LOT	3417 07	150	150	100%	1,500	1,500	100%	1,800	300
EAST PINE PKG.LOT	3417 08	50	300	600%	500	750	150%	600	(150)
OTHER	3417 09								
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PARKING SPACES		2,475	3,475	140%	24,750	25,800	104%	29,700	3,900
EQUIPMENT	3419								
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RENTS AND ROYALTIES		9,425	9,053	96%	94,250	97,024	102%	113,100	16,076
CEMETERY FEES	3420	2,416	2,675	110%	24,167	27,875	115%	29,000	1,125
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-GORDONS CRK STU	3450 01	2,500			25,000			30,000	30,000
CONTRIB-MDTWN STDY MAT	3458								
CONTRIBUTIONS-OTHER	3459								
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CONTRIB-GORDONS CRK		2,500			25,000			30,000	30,000
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-EUREKA SCHOOL	3461								
CONTRIB-NCBM-BROWNFIEL	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								
CONTRIB-BC HEALTHY HOM	3465	2,083			20,833	25,000	120%	25,000	
CONTRIB-NIGHT OUT AGAI	3466	450	6250-	1388%	4,500	575	12%	5,400	4,825
CONTRIB-MDTWN STDY MAT	3468								
CONTRIB-OTHER	3469	833			8,333	5,920	71%	10,000	4,081
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CONTRIBUTIONS-PRIVAT		3,366	6250-	185%	33,667	31,495	93%	40,400	8,906
POLICE DEPT-MISC CHARGE	3590	4,166	8,563	205%	41,667	61,240	146%	50,000	(11,240)
OTHER MISC. REVENUE	3599								
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MISCELLANEOUS		22,208	14,677	66%	222,083	222,572	100%	266,500	43,928
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F H'BURG REDEV.AUTH.	3800 101								
T/F GOVERNMENT COMPLEX	3800 104								

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
T/F 2002 USA YEAST/LAG	3800 106								
T/F SPEC.SALES TAX	3800 107								
T/F WATER & SEWER	3800 11	21,653	4,987	23%	216,533	49,867	23%	259,840	209,973
T/F POL.FORFEITURES	3800 19								
T/F POL.FORF O/T(HURR	3800 19HR								
T/F '03 TIF B&I CHAUVE	3800 22								
T/F TAX COLLECTORS-GPT	3800 27	983,333	153,018	15%	9,833,333	10,490,219	106%	11,800,000	1,309,781
T/F TAX COLL-C.C.FEE	3800 27CC					8,257			(8,257)
T/F TAX COLL-EXCESS BI	3800 27EB	2,500			25,000			30,000	30,000
T/F TAX COLL-CHKG INT	3800 27ICHK	500			5,000			6,000	6,000
T/F TAX COLL-INT/PEN	3800 27IP	24,166	35,963	148%	241,667	162,483	67%	290,000	127,517
T/F W & S CONSTRUCTION	3800 75								
T/F COM.DEV.BLK.GRANT	3800 82	6,666			66,667			80,000	80,000
T/F INDUSTRIAL PARK DE	3800 87								
T/F 2007 TIF CONST-TUR	3800 91								
T/F 2001 STREETS,SWRS,	3800 95								
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TRANSFERS FROM OTHR		1,038,820	193,967	18%	10,388,200	10,710,826	103%	12,465,840	1,755,014
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TRANSFERS		1,038,820	193,967	18%	10,388,200	10,710,826	103%	12,465,840	1,755,014
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								
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SALE OF BONDS									
SALE OF REAL ESTATE	3920					15,833			(15,833)
SALE OF TIMBER	3923								
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930	4,583	7,920	172%	45,833	51,450	112%	55,000	3,550
SALE OF EQUIPMENT	3940	1,666			16,667	74,561	447%	20,000	(54,561)
SALE OF SCRAP MATERIAL	3943	250			2,500	5,266	210%	3,000	(2,266)
SALE OF MISC. ITEMS	3945					200			(200)
SALE OF MAPS/PUBLICATIO	3947	41	45	109%	417	248	59%	500	252
SALE OF RECYCLABLE ITEM	3948								
KERR MAGEE PROJECT	3960								
MS TANK PROJECT	3961								

		CITY OF HATTIESBURG							1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
INSURANCE REIMB-STORM	3962	25,000			250,000			300,000	300,000
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965	4,166			41,667	12,641	30%	50,000	37,359
RECOVERY OF DAMAGE CLAI	3967								
REFUND/RECOVERY-INFO SY	3968								
RECOVERY-PERS SERV/EQUI	3969								
CAPITAL LEASE PROCEEDS	3970	158,125	873,096	552%	1,581,250	873,096	55%	1,897,500	1,024,404
TIF DEPOSIT/PROCEEDS	3971								
NOTE PROCEEDS	3975								
FIRE STATION (MDB)	3975 03								
CHURCH PROJ (MDB)	3975 07								
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NOTE PROCEEDS									
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NON-REVENUE RECEIPTS		193,833	881,061	454%	1,938,333	1,033,295	53%	2,326,000	1,292,705
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	390,391			3,903,919			4,684,703	4,684,703
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BEGINNING CASH BALANC		390,391			3,903,919			4,684,703	4,684,703
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REVENUES		4,407,729	3,423,620	77%	44,077,297	38,623,953	87%	52,892,756	14,268,803

		CITY OF HATTIESBURG						7	
002002 - PKS/REC FUND REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290								
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OTHER PERMITS & FEES									
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LICENSES, PERMITS & F									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEMA RELIEF	2337								
MISC FEDERAL GRANTS	2339								
NATL PARK SER/LAND WTR	2351								
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FEDERAL GRANTS									
STATE GRANTS	250B								
MDOT-INTERCHANGE ENHANC	2508								
DISASTER RELIEF	2545								
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STATE GRANTS									
CITY/COUNTY SHARED REVEN	270B								
MISCELLANEOUS GRANTS	2740								
PEOPLES PARK	2740 01								
THAMES SCHOOL	2740 02								
SUMMER DAY CAMP	2740 03	5,216			52,169	52,603	100%	62,603	10,000
OTHER	2740 99								
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MISCELLANEOUS GRANTS		5,216			52,169	52,603	100%	62,603	10,000
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CITY/COUNTY SHARED RE		5,216			52,169	52,603	100%	62,603	10,000
CHARGES FOR SERVICES	280A								
WORKSHOP TRNG FEES	2892								
CULTURE AND RECREATION	3100								
SWIM FEES-C.E. ROY/5TH	3110	50	415	830%	500	567	113%	600	34
SWIM FEES-DAHMER PARK	3112	100	471	471%	1,000	716	71%	1,200	484
SWIM FEES-REC. CTR. PO	3115	100	14	14%	1,000	14	1%	1,200	1,187
ADULT GOLF FEES	3117								

		CITY OF HATTIESBURG							7
002002 - PKS/REC FUND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TENNIS FEES	3118								
FENCING FEES	3119								
PLAYGROUND FEES	3120								
SUMMER DAY CAMP	3122								
KAMPER PARK CONCESSION	3130								
BALLPARK CONCESSIONS	3131	541			5,417	1,161	21%	6,500	5,340
CERAMIC CONCESSIONS	3134								
KPZ GIFT SHOP CONCESSI	3135								
ZOO ADMISSIONS	3137								
TATUM PK PAVILION USE	3138					40			(40)
EASTSIDE PK PAVILION U	3139	16	80	500%	167	160	95%	200	40
MCNAIR REC CTR USE FEE	3140								
KPZ PAVILION USE FEE	3145								
DAHMER PAVILION USE FE	3147	66	40	60%	667	440	65%	800	360
KP ED CENTER USE FEE	3149								
BALLFIELD USE FEES	3150	416			4,167	3,950	94%	5,000	1,050
PARKS-MISC USE FEES	3151	58	905	1560%	583	1,345	230%	700	(645)
YOUTH TEAM FEES	3160								
FLAG FOOTBALL	3160 01								
LITTLE TIGERS BASKETB	3160 02	41			417	230	55%	500	270
JUNIOR GOLF FEES	3160 03								
T-BALL	3160 05								
GIRLS' SOFTBALL	3160 06								
BOYS' SOFTBALL	3160 07								
GIRLS FASTPITCH	3160 10								
BOYS FASTPITCH	3160 11								
TACKLE FOOTBALL	3160 15								
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YOUTH TEAM FEES		41			417	230	55%	500	270
ADULT TEAM FEES	3162								
CHURCH LEAGUE BASKETB	3162 01					250			(250)
ADULT BASKETBALL	3162 02	208			2,083	3,425	164%	2,500	(925)
ADULT CO-ED SOFTBALL	3162 03	250	250	100%	2,500	3,965	158%	3,000	(965)
ADULT MEN'S SOFTBALL	3162 04	666	1,250	187%	6,667	7,640	114%	8,000	360
ADULT WOMEN'S SOFTBAL	3162 05	25			250			300	300
ADULT FOOTBALL	3162 06								

		CITY OF HATTIESBURG							7
002002 - PKS/REC FUND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
ADULT SOFTBALL-CHURCH	3162 07	375	150	40%	3,750	1,775	47%	4,500	2,725
ADULT SOCCER	3162 08	350	50	14%	3,500	2,300	65%	4,200	1,900
ADULT FLAG FOOTBALL	3162 09	416			4,167	465	11%	5,000	4,535
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ADULT TEAM FEES		2,291	1,700	74%	22,917	19,820	86%	27,500	7,680
CERAMICS CLASS FEES	3170								
DRAMA,ART,DANCE LESSON	3178								
"MOKEY" TRAIN RIDES	3181								
CAROUSEL RIDES	3185								
OTHER	3190								
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CULTURE AND RECREATI		3,683	3,625	98%	36,833	28,442	77%	44,200	15,759
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CHARGES FOR SERVICES		3,683	3,625	98%	36,833	28,442	77%	44,200	15,759
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	16	51	318%	167	389	232%	200	(189)
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INTEREST EARNINGS		16	51	318%	167	389	232%	200	(189)
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	5,833			58,333	50,000	85%	70,000	20,000
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CONTRIBUTIONS-PUBLIC		5,833			58,333	50,000	85%	70,000	20,000
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-POLICEMAN'S BE	3461								
CONTRIB-SENIOR FARE	3463								
CONTRIB-OTHER	3469	1,333			13,333	15,000	112%	16,000	1,000
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CONTRIBUTIONS-PRIVAT		1,333			13,333	15,000	112%	16,000	1,000
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MISCELLANEOUS		7,183	51		71,833	65,389	91%	86,200	20,811
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	220,901	400,000	181%	2,209,013	2,400,816	108%	2,650,816	250,000
T/F TAX COLLECTORS-GPT	3800 27	66,666	9,877	14%	666,667	735,740	110%	800,000	64,260
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		CITY OF HATTIESBURG							7
002002 - PKS/REC FUND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS FROM OTHR		287,568	409,877	142%	2,875,680	3,136,556	109%	3,450,816	314,260
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TRANSFERS		287,568	409,877	142%	2,875,680	3,136,556	109%	3,450,816	314,260
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF MISC. ITEMS	3945								
COMM.-HOT DIGGITY CONCE	3963								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	11,118			111,182			133,418	133,418
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BEGINNING CASH BALANC		11,118			111,182			133,418	133,418
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REVENUES		314,769	413,553	131%	3,147,698	3,282,989	104%	3,777,237	494,248

		CITY OF HATTIESBURG							10
004004 - LIBRARY FUND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		9,622			716,589			(716,589)
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TRANSFERS FROM OTHR			9,622			716,589			(716,589)
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TRANSFERS			9,622			716,589			(716,589)
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REVENUES			9,622			716,589			(716,589)

		CITY OF HATTIESBURG							11
005005 - H.M.F.P.FUND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
PRO-RATA FIRE INS. PREM	2620	19,583	231,924	1184%	195,833	231,924	118%	235,000	3,076
FIRE INS REBATE/CODE EN	2625		7,740			7,740			(7,740)
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STATE-SHARED REVENUE		19,583	239,664	1223%	195,833	239,664	122%	235,000	(4,664)
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
FIRE PROT.SHARE-USM	2862	7,971			79,710			95,652	95,652
HAZ.MAT.TRAINING FEES	2885								
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PUBLIC SAFETY		7,971			79,710			95,652	95,652
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CHARGES FOR SERVICES		7,971			79,710			95,652	95,652
FINES AND FORFEITS	330A								
FIRE CODE VIOLATIONS	3325	125	46	36%	1,250	1,419	113%	1,500	82
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FINES AND FORFEITS		125	46	36%	1,250	1,419	113%	1,500	82
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	458	302	65%	4,583	3,933	85%	5,500	1,567
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INTEREST EARNINGS		458	302	65%	4,583	3,933	85%	5,500	1,567
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469	466			4,661	10,869	233%	5,593	(5,276)
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CONTRIBUTIONS-PRIVAT		466			4,661	10,869	233%	5,593	(5,276)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		924	302	32%	9,244	14,802	160%	11,093	(3,709)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
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		CITY OF HATTIESBURG							11
005005 - H.M.F.P.FUND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF EQUIPMENT	3940					20,000			(20,000)
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
FIRE STATION	3975 03								
	-----	-----	-----	----	-----	-----	----	-----	-----
NOTE PROCEEDS									
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS						20,000			(20,000)
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	68,242			682,422			818,906	818,906
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		68,242			682,422			818,906	818,906
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		96,845	240,011	247%	968,459	275,885	28%	1,162,151	886,266

		CITY OF HATTIESBURG							12
008008 - SPEC.ST.IMPR REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FAUS GRANT(LINC#1)	2331								
FAUS GRANT(LINC#2)	2332								
FAUS GRANT(CLASSIC DR)	2334								
FAUS GRANT(S.28TH)	2335								
FAUS GRANT(LINC#4)	2336								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS									
STATE-SHARED REVENUE	260B								
MUNICIPAL AID	2650	4,583	12,764	278%	45,833	54,613	119%	55,000	387
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE		4,583	12,764	278%	45,833	54,613	119%	55,000	387
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	83	96	115%	833	941	112%	1,000	59
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		83	96	115%	833	941	112%	1,000	59
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-USM-CLASSIC DR	3452								
CONTRIBUTIONS-FORREST	3455								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		83	96	115%	833	941	112%	1,000	59
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F '99 TAX INCR CONST	3800 103								
T/F '93 STREETS,DRAINS	3800 110								
T/F MUN.ROAD & BRIDGE	3800 72								
T/F '92 PARKS,REC,STS.	3800 97								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----

		CITY OF HATTIESBURG							12
008008 - SPEC.ST.IMPR REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
TIF DEPOSIT/PROCEEDS	3971								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	12,510			125,109			150,131	150,131
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		12,510			125,109			150,131	150,131
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		17,177	12,860	74%	171,776	55,554	32%	206,131	150,577

		CITY OF HATTIESBURG							13
009009 - W&S O&M REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CHARGES FOR SERVICES	280A								
SANITATION	2950								
LAGOON DUMPING	2955	1,500	2,400	160%	15,000	21,845	145%	18,000	(3,845)
	-----	-----	-----	----	-----	-----	----	-----	-----
SANITATION		1,500	2,400	160%	15,000	21,845	145%	18,000	(3,845)
	-----	-----	-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES		1,500	2,400	160%	15,000	21,845	145%	18,000	(3,845)
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	416	236	56%	4,167	2,266	54%	5,000	2,734
OTHER INTEREST-MMA	3407								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		416	236	56%	4,167	2,266	54%	5,000	2,734
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		416	236	56%	4,167	2,266	54%	5,000	2,734
ENTERPRISE ACCOUNTS	360A								
TAPS	3610								
SEWERAGE TREATMENT	3720								
METER RELOCATION	3730								
MISCELLANEOUS	3790								
	-----	-----	-----	----	-----	-----	----	-----	-----
ENTERPRISE ACCOUNTS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	586,491	858,886	146%	5,864,917	6,110,427	104%	7,037,900	927,473
T/F CUSTOMER METER	3800 24								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		586,491	858,886	146%	5,864,917	6,110,427	104%	7,037,900	927,473

		CITY OF HATTIESBURG							13
009009 - W&S O&M REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		586,491	858,886	146%	5,864,917	6,110,427	104%	7,037,900	927,473
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943								
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965					626			(626)
RECOVERY OF DAMAGE CLAI	3967								
CAPITAL LEASE PROCEEDS	3970	48,833			488,333			586,000	586,000
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		48,833			488,333	626		586,000	585,374
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	98,928			989,282			1,187,138	1,187,138
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		98,928			989,282			1,187,138	1,187,138
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		736,169	861,522	117%	7,361,698	6,135,164	83%	8,834,038	2,698,874

		CITY OF HATTIESBURG							14
010010 - W&S B&I REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		57			491			(491)
OTHER INTEREST-MMA	3407		13			61			(61)
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			70			552			(552)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			70			552			(552)
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F '06 W&S BOND CONST	3800 105								
T/F WATER & SEWER	3800 11	158,558	225,850	142%	1,585,583	1,546,000	97%	1,902,700	356,700
T/F WTR/SWR(METER GO)	3800 11M	75,000	75,000	100%	750,000	750,000	100%	900,000	150,000
T/F W & S CONTINGENCY	3800 17								
T/F '12 W&S REV BOND C	3800 94	32,585			325,857	391,028	119%	391,028	
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		266,144	300,850	113%	2,661,440	2,687,028	100%	3,193,728	506,700
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		266,144	300,850	113%	2,661,440	2,687,028	100%	3,193,728	506,700
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	72,850			728,505			874,206	874,206
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		72,850			728,505			874,206	874,206
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		338,994	300,920	88%	3,389,945	2,687,580	79%	4,067,934	1,380,354

		CITY OF HATTIESBURG						15	
011011 - WATER & SEWER REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290	583	280	48%	5,833	2,805	48%	7,000	4,195
	-----	-----	-----	----	-----	-----	----	-----	-----
OTHER PERMITS & FEES		583	280	48%	5,833	2,805	48%	7,000	4,195
	-----	-----	-----	----	-----	-----	----	-----	-----
LICENSES, PERMITS & F		583	280	48%	5,833	2,805	48%	7,000	4,195
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	233	233	100%	2,333	2,492	106%	2,800	308
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		233	233	100%	2,333	2,492	106%	2,800	308
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		233	233	100%	2,333	2,492	106%	2,800	308
ENTERPRISE ACCOUNTS	360A								
METERED WATER SALES	3600								
RESIDENTIAL WATER-NO T	3600 01	286,333	315,432	110%	2,863,333	2,847,546	99%	3,436,000	588,454
NON-RESIDENTIAL WATER	3600 011	66,666	71,322	106%	666,667	631,319	94%	800,000	168,681
TAXABLE WATER SALES	3600 02	150,000	164,005	109%	1,500,000	1,584,632	105%	1,800,000	215,368
TAXABLE WATER-USA YEAS	3600 03	14,583	15,606	107%	145,833	145,335	99%	175,000	29,665
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METERED WATER SALES		517,583	566,365	109%	5,175,833	5,208,833	100%	6,211,000	1,002,168
WATER TAPS	3610	8,333	35,183	422%	83,333	123,605	148%	100,000	(23,605)
WATER TURN-ON FEE	3620	5,000	5,490	109%	50,000	53,210	106%	60,000	6,790
SEWER TAPS	3625	583	4,605	789%	5,833	21,110	361%	7,000	(14,110)
SEWER CHARGES	3630								
NON-RESIDENTIAL SEWER	3630 01	126,666	154,967	122%	1,266,667	1,379,146	108%	1,520,000	140,854
RESIDENTIAL SEWER	3630 02	231,666	260,496	112%	2,316,667	2,448,271	105%	2,780,000	331,729
LAMAR PARK SEWER	3630 03	15,833	13,097	82%	158,333	162,432	102%	190,000	27,568
MARSHALL DURBIN SEWER	3630 04	30,833	29,440	95%	308,333	308,427	100%	370,000	61,573
PETAL SEWER	3630 05	22,500	42,434	188%	225,000	268,894	119%	270,000	1,106
HERCULES	3630 06	416	235	56%	4,167	4,215	101%	5,000	785
PBRSWMA-LEACHATE	3630 07	333	304	91%	3,333	3,114	93%	4,000	886
ZEON CHEMICALS	3630 08	3,166	3,474	109%	31,667	30,215	95%	38,000	7,785
USA YEAST SEWER	3630 09	51,250	56,176	109%	512,500	512,794	100%	615,000	102,206

		CITY OF HATTIESBURG							15
011011 - WATER & SEWER REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
DAIRY FRESH SEWER	3630 10	5,166	5,763	111%	51,667	52,305	101%	62,000	9,695
OTHER SPEC SWR CONTRAC	3630 11		3,002			107,593			(107,593)
	-----	-----	-----	----	-----	-----	----	-----	-----
SEWER CHARGES		487,833	569,388	116%	4,878,333	5,277,408	108%	5,854,000	576,592
SEWERAGE TREATMENT	3720								
	-----	-----	-----	----	-----	-----	----	-----	-----
ENTERPRISE ACCOUNTS		1,019,333	1,181,030	115%	10,193,333	10,684,166	104%	12,232,000	1,547,834
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC									
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		1,020,150	1,181,543	115%	10,201,500	10,689,463	104%	12,241,800	1,552,337

012012 - 1999 TAX INCRE B&I-REVENUES		CITY OF HATTIESBURG						16	
		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		7			28			(28)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			7			28			(28)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			7			28			(28)
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F '99 TAX INCREASE CONS	3800 103								
T/F TAX COLLECTORS-GPT	3800 27	5,312			53,125	66,188	124%	63,750	(2,438)
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TRANSFERS FROM OTHER		5,312			53,125	66,188	124%	63,750	(2,438)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		5,312			53,125	66,188	124%	63,750	(2,438)
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	5,785			57,858			69,429	69,429
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BEGINNING CASH BALANCE		5,785			57,858			69,429	69,429
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REVENUES		11,098	7		110,983	66,216	59%	133,179	66,963

		CITY OF HATTIESBURG						17	
013013 - CITY B&I REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
PROPERTY TAX DISTR-SUNB	2728								
KOHLER DEBT.SER-FORREST	2730	6,859			68,595	82,314	120%	82,314	
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CITY/COUNTY-SHARED RE		6,859			68,595	82,314	120%	82,314	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	166	171	103%	1,667	1,870	112%	2,000	130
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		166	171	103%	1,667	1,870	112%	2,000	130
RENTS AND ROYALTIES	3410								
BUILDING	3412								
KOHLER	3412 17								
ABILITYWORKS INC(ALLI	3412 19								
OTHER BLDG. RENT	3412 99								
	-----	-----	-----	----	-----	-----	----	-----	-----
BUILDING									
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		166	171	103%	1,667	1,870	112%	2,000	130
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F SPEC.SALES TAX	3800 107	10,426	10,427	100%	104,266	76,563	73%	125,119	48,556
T/F TAX COLLECTORS-GPT	3800 27	233,333	35,299	15%	2,333,333	2,629,178	112%	2,800,000	170,822
T/F INDUSTRIAL PARK DE	3800 87								
T/F IND.PARK (KOHLER)	3800 87K	32,878			328,788	394,545	119%	394,545	
T/F IND.PARK (SUNBEAM)	3800 87S								
T/F D/T LIGHTING	3800 90	9			92			110	110
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		276,647	45,726	16%	2,766,478	3,100,286	112%	3,319,774	219,488

		CITY OF HATTIESBURG							17
013013 - CITY B&I REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		276,647	45,726	16%	2,766,478	3,100,286	112%	3,319,774	219,488
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
ACCRUED INT-RFDG BONDS	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
SALE OF REAL ESTATE-SAC	3920	18,026			180,263	214,050	118%	216,315	2,265
REFUND & RECOVERY	3965	118,816			1,188,167	1,425,800	119%	1,425,800	
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		136,842			1,368,429	1,639,850	119%	1,642,115	2,265
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	294,128			2,941,285			3,529,542	3,529,542
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		294,128			2,941,285			3,529,542	3,529,542
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		714,645	45,897	6%	7,146,454	4,824,319	67%	8,575,745	3,751,426

		CITY OF HATTIESBURG							18
014014 - SCHOOL FUNDREVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		335,576			14,916,197			(14,916,197)
T/F TAX COLL-GPT-'88 B	3800 27SB		36,204			1,627,822			(1,627,822)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR			371,780			16,544,019			(16,544,019)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS			371,780			16,544,019			(16,544,019)
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			371,780			16,544,019			(16,544,019)

015015 - W&S B&I USAYEAST REVENUES		CITY OF HATTIESBURG REVENUE REPORT 10 MONTHS ENDING 07/31/12						.	19
									8/1/12
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	16	12	75%	167	182	108%	200	18
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		16	12	75%	167	182	108%	200	18
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		16	12	75%	167	182	108%	200	18
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F 2002 USA YEAST PRO	3800 106								
T/F WATER & SEWER	3800 11	33,725	33,725	100%	337,250	337,250	100%	404,700	67,450
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		33,725	33,725	100%	337,250	337,250	100%	404,700	67,450
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		33,725	33,725	100%	337,250	337,250	100%	404,700	67,450
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PREMIUM	3913								
ACCRUED INT-'02 W&S BO	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	12,054			120,543			144,651	144,651
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BEGINNING CASH BALANC		12,054			120,543			144,651	144,651
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		45,795	33,737	73%	457,959	337,432	73%	549,551	212,119

		CITY OF HATTIESBURG							20
018018 - P&FD&R REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS									
P&FD&R EMPLOYEE CONTRIB	3470		2,429			16,164			(16,164)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			2,429			16,164			(16,164)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		23,630			1,768,771			(1,768,771)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR			23,630			1,768,771			(1,768,771)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS			23,630			1,768,771			(1,768,771)
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC									
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			26,060			1,784,934			(1,784,934)

019019 - POL.FORFEITURES REVENUES		CITY OF HATTIESBURG REVENUE REPORT 10 MONTHS ENDING 07/31/12						21 8/1/12	
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST.-TREAS(ATF)	2306								
JUST.-HURRICANE RELIEF(	2308								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS									
STATE GRANTS	250B								
CRIME PREVENTION PROGRA	2516								
PR VOTECH TRAINING	2517								
ATT'Y GEN./TOBACCO REVE	2525								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
K-9 TRAINING	2872								
BAD CHECK PROC. FEES	2875	345	362	104%	3,450	6,337	183%	4,140	(2,197)
DISPATCHER TRNG. FEES	2890					600			(600)
SWORN TRNG FEES	2891								
NON-SWORN TRNG FEES	2892								
METRO CRIME SCENE FEES	2895								
METRO CRIME SCENE-LAM	2895 01								
METRO CRIME SCENE-PET	2895 02								
METRO CRIME SCENE-FOR	2895 03								
	-----	-----	-----	----	-----	-----	----	-----	-----
METRO CRIME SCENE F									
	-----	-----	-----	----	-----	-----	----	-----	-----
PUBLIC SAFETY		345	362	104%	3,450	6,937	201%	4,140	(2,797)
	-----	-----	-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES		345	362	104%	3,450	6,937	201%	4,140	(2,797)
FINES AND FORFEITS	330A								
DARE CITY COURT COSTS	3321	1,213	1,703	140%	12,132	20,377	167%	14,558	(5,819)
NARC.FORFEITURES-POLICE	3323	2,362	652	27%	23,627	35,827	151%	28,352	(7,475)
FORF-FED(TREAS/IRS/ATF)	3324								
FORF-FED(JUSTICE/DEA)	3326					34,500			(34,500)
	-----	-----	-----	----	-----	-----	----	-----	-----
FINES AND FORFEITS		3,575	2,354	65%	35,758	90,704	253%	42,910	(47,794)

		CITY OF HATTIESBURG						21	
019019 - POL.FORFEITURES REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		2			20			(20)
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			2			20			(20)
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-LAMAR CNTY	3451								
CONTRIB-USM	3452								
CONTRIB-PETAL	3453								
CONTRIB-METRO CRIME ST	3454								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-OTHER	3459								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-D.A.R.E.	3461								
CONTRIB-OTHER	3469								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PRIVAT									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			2			20			(20)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF CANINES	3946								
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								

		CITY OF HATTIESBURG							21
019019 - POL.FORFEITURES REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
APPROPRIABLE FUND BALAN	3999	15,997			159,977			191,972	191,972
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		15,997			159,977			191,972	191,972
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		19,918	2,719	13%	199,185	97,661	49%	239,022	141,361

020020 - 2002 TIF B&I-S/P REVENUES		CITY OF HATTIESBURG						23	
		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705	3,411			34,113	40,936	120%	40,936	
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		3,411			34,113	40,936	120%	40,936	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		5			28			(28)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			5			28			(28)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			5			28			(28)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	4,346			43,460	50,181	115%	52,152	1,971
T/F '02 TIF CONSTR-SO.	3800 88								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		4,346			43,460	50,181	115%	52,152	1,971
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		4,346			43,460	50,181	115%	52,152	1,971
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,595			55,951			67,141	67,141
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BEGINNING CASH BALANC		5,595			55,951			67,141	67,141
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		13,352	5		133,524	91,145	68%	160,229	69,084

021021 - 2004 TIF B&I-H/D REVENUES		CITY OF HATTIESBURG						24	
		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	2,262			22,620			27,144	27,144
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		2,262			22,620			27,144	27,144
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	8	8	100%	83	52	62%	100	48
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		8	8	100%	83	52	62%	100	48
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		8	8	100%	83	52	62%	100	48
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	5,041			50,410	58,361	115%	60,492	2,131
T/F '04 TIF CONSTR-HOM	3800 89								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		5,041			50,410	58,361	115%	60,492	2,131
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		5,041			50,410	58,361	115%	60,492	2,131
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	10,406			104,063			124,876	124,876
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		10,406			104,063			124,876	124,876
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		17,717	8		177,177	58,413	32%	212,612	154,199

022022 - 2003 TIF B&I-C/S REVENUES		CITY OF HATTIESBURG						25	
		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		20			91			(91)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			20			91			(91)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			20			91			(91)
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND	3800 01								
T/F TAX COLLECTORS-GPT	3800 27	17,863			178,633	241,356	135%	214,360	(26,996)
T/F 2003 TIF CONST-CHA	3800 90								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		17,863			178,633	241,356	135%	214,360	(26,996)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		17,863			178,633	241,356	135%	214,360	(26,996)
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	7,814			78,147			93,776	93,776
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		7,814			78,147			93,776	93,776
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		25,678	20		256,780	241,446	94%	308,136	66,690

		CITY OF HATTIESBURG							26
023023 - 2007 TIF B&I-T/C REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	9,151	97,409	1064%	91,513	109,816	120%	109,816	
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		9,151	97,409	1064%	91,513	109,816	120%	109,816	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	25	42	168%	250	197	78%	300	103
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		25	42	168%	250	197	78%	300	103
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		25	42	168%	250	197	78%	300	103
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	26,051			260,519	352,517	135%	312,623	(39,894)
T/F 2007 TIF CONST-TUR	3800 91				4	4	100%	5	1
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		26,052			260,523	352,521	135%	312,628	(39,893)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		26,052			260,523	352,521	135%	312,628	(39,893)
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	16,637			166,374			199,649	199,649
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		16,637			166,374			199,649	199,649
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		51,866	97,451	187%	518,661	462,534	89%	622,393	159,859

024024 - 2008 TIF B&I-L/C REVENUES		CITY OF HATTIESBURG						27	
		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708								
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		10			74			(74)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			10			74			(74)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			10			74			(74)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	5,447			54,473	76,913	141%	65,368	(11,545)
T/F 2008 TIF CONST-L/C	3800 90								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		5,447			54,473	76,913	141%	65,368	(11,545)
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		5,447			54,473	76,913	141%	65,368	(11,545)
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	8,142			81,420			97,704	97,704
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		8,142			81,420			97,704	97,704
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		13,589	10		135,893	76,986	56%	163,072	86,086

025025 - 2011 TIF B&I-KOHL'S REVENUES		CITY OF HATTIESBURG						28	
		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708					31,533			(31,533)
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE						31,533			(31,533)
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		1			6			(6)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			1			6			(6)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			1			6			(6)
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	7,591			75,917	74,339	97%	91,100	16,761
T/F 2011 TIF CONST-KOH	3800 91								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		7,591			75,917	74,339	97%	91,100	16,761
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		7,591			75,917	74,339	97%	91,100	16,761
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965					1			(1)
APPROPRIABLE FUND BALANCE	3999								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS						1			(1)
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		7,591	1		75,917	105,879	139%	91,100	(14,779)

027027 - TAX COLLECTOR'S REVENUES		CITY OF HATTIESBURG REVENUE REPORT 10 MONTHS ENDING 07/31/12						29 8/1/12
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL ESTIMATE
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	UNREALIZED BALANCE
REVENUES	200							
GENERAL PROPERTY TAXES	200A							
CURRENT YEAR TAXES	2000							
REALTY	2001							
REALTY-CITY	2001 CITY		77,955			11,276,363		(11,276,363)
REALTY-O/S SCHOOL DIS	2001 OSD							
REALTY-SCHOOL	2001 SCHL		68,240			9,872,054		(9,872,054)
REALTY-W/I SCHOOL DIS	2001 WSD							
	-----	-----	-----	----	-----	-----	----	-----
REALTY			146,196			21,148,417		(21,148,417)
HOMESTEAD LOSS	2005		2755-			(347,045)		347,045
EXEMPT-TAX LOSS REIMB.	2006					242,194		(242,194)
PERSONALTY-AUTO/RAILRO	2010							
PRSNLTY AUTO-CITY	2010 CITY		132,340			2,159,460		(2,159,460)
PRSNLTY AUTO-O/S SCHO	2010 OSD							
PRSNLTY RR-O/S SCHOOL	2010 OSDRR							
PRSNLTY AUTO-SCHOOL	2010 SCHL		128,250			1,022,382		(1,022,382)
PRSNLTY AUTO-W/I SCHO	2010 WSD							
	-----	-----	-----	----	-----	-----	----	-----
PERSONALTY-AUTO/RAI			260,590			3,181,842		(3,181,842)
PERSONALTY	2020							
PERSONALTY-CITY	2020 CITY		9,379			3,637,226		(3,637,226)
PERSONALTY-O/S SCHOOL	2020 OSD							
PERSONALTY-SCHOOL	2020 SCHL		163,130			5,621,248		(5,621,248)
PERSONALTY-W/I SCHOOL	2020 WSD							
	-----	-----	-----	----	-----	-----	----	-----
PERSONALTY			172,509			9,258,473		(9,258,473)
RENTAL VEHICLES	2026							
RENTAL VEHICLES-GENER	2026 GEN					12,885		(12,885)
	-----	-----	-----	----	-----	-----	----	-----
RENTAL VEHICLES						12,885		(12,885)
	-----	-----	-----	----	-----	-----	----	-----
CURRENT YEAR TAXES			576,539			33,496,766		(33,496,766)
PRIOR YEAR TAXES	2030							
NON-EXEMPT REALTY P/Y	2031		3,781			34,958		(34,958)
EXEMPT REALTY P/Y	2035		1,385			43,995		(43,995)
PERSONALTY-AUTO P/Y	2040		186			350,138		(350,138)

027027 - TAX COLLECTOR'S REVENUES		CITY OF HATTIESBURG REVENUE REPORT 10 MONTHS ENDING 07/31/12						29 8/1/12
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL ESTIMATE
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	UNREALIZED BALANCE
PERSONALTY-RAIL CAR P/	2045					1,032		(1,032)
PERSONALTY P/Y	2050		23,816			62,286		(62,286)
	-----	-----	-----	---	-----	-----	---	-----
PRIOR YEAR TAXES			29,168			492,408		(492,408)
	-----	-----	-----	---	-----	-----	---	-----
GENERAL PROPERTY TAXE			605,706			33,989,175		(33,989,175)
TAXES-OTHER	206A							
INT/PENALTY ON DEL. TAX	2100		35,963			170,740		(170,740)
EXCESS BID-PROP. TAXES	2110							
	-----	-----	-----	---	-----	-----	---	-----
TAXES-OTHER			35,963			170,740		(170,740)
LICENSES, PERMITS & FEES	220A							
OTHER PERMITS & FEES	2230							
CITY CLERK FEES	2232							
	-----	-----	-----	---	-----	-----	---	-----
OTHER PERMITS & FEES								
	-----	-----	-----	---	-----	-----	---	-----
LICENSES, PERMITS & F								
MISCELLANEOUS	340A							
INTEREST EARNINGS	3400							
CERTIFICATES OF DEPOSI	3402							
SAVINGS ACCOUNT/MMA	3405		75			4,787		(4,787)
TREASURY NOTES	3409							
	-----	-----	-----	---	-----	-----	---	-----
INTEREST EARNINGS			75			4,787		(4,787)
	-----	-----	-----	---	-----	-----	---	-----
MISCELLANEOUS			75			4,787		(4,787)
NON-REVENUE RECEIPTS	390A							
REFUND & RECOVERY	3965							
	-----	-----	-----	---	-----	-----	---	-----
NON-REVENUE RECEIPTS								
	-----	-----	-----	---	-----	-----	---	-----
REVENUES			641,744			34,164,702		(34,164,702)

		CITY OF HATTIESBURG							31
039039 - AIRPORT IMPR. REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
FLOWAGE FEE	2295								
	-----	-----	-----	----	-----	-----	----	-----	-----
OTHER PERMITS & FEES									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEDERAL AVIATION ADM.	2330	104,536			1,045,363	504,435	48%	1,254,435	750,000
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS		104,536			1,045,363	504,435	48%	1,254,435	750,000
STATE GRANTS	250B								
MDOT-MULTIMODAL GRANT	2509								
AIRPORT GRANT	2540								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
STATE-SHARED REVENUE	260B								
AIRPLANE REGISTRATION T	2655								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE									
CITY/COUNTY-SHARED REVEN	270B								
AIRPORT ASSIST-FORREST	2725								
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		10			145			(145)
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			10			145			(145)
RENTS AND ROYALTIES	3410								
BUILDING	3412								
YORK INT/JOHNSON CONT	3412 12	291			2,917			3,500	3,500
LORESCO INC	3412 13	100	100	100%	1,000	1,000	100%	1,200	200
COCA COLA (1906 COMPA	3412 14								
H'BURG HANGER ASSN.	3412 18	55			550	660	120%	660	
SOUTHEAST AVIATION SE	3412 21	1,666	1,582	94%	16,667	16,827	100%	20,000	3,173
OTHER BLDG. RENT	3412 99								

		CITY OF HATTIESBURG							31
039039 - AIRPORT IMPR. REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
	-----	-----	-----	----	-----	-----	----	-----	-----
BUILDING		2,113	1,682	79%	21,133	18,487	87%	25,360	6,873
MINERAL LEASE-AIRPORT	3418								
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES		2,113	1,682	79%	21,133	18,487	87%	25,360	6,873
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		2,113	1,692	80%	21,133	18,632	88%	25,360	6,728
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	19,583			195,833	50,000	25%	235,000	185,000
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		19,583			195,833	50,000	25%	235,000	185,000
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		19,583			195,833	50,000	25%	235,000	185,000
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	3,774			37,748			45298-	(45,298)
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		3,774			37,748			45298-	(45,298)
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		122,458	1,692	1%	1,224,581	573,067	46%	1,469,497	896,430

		CITY OF HATTIESBURG						34	
072072 - MUN.ROAD&BRIDGE REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FHWA-STORM RELATED	2323								
FEMA RELIEF	2337								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS									
STATE GRANTS	250B								
STATE BOND FDS TRACE/ZO	2501								
WEATHERSBY ROAD	2533								
MDOT-MPO GRANT	2555								
MDOT-MPO GRANT	2555 01								
MDOT-TRAFFIC SIGNALS	2555 02	31,208	60,014	192%	312,083	60,014	19%	374,500	314,486
MDOT-NEW TARGET	2555 03								
MDOT-#1 HARDY ST WIDEN	2555 04								
MDOT-BIKE/TROLLEY TRAI	2555 05	51,000			510,000			612,000	612,000
MDOT-#2 HARDY ST WIDEN	2555 06	53,333			533,333			640,000	640,000
MDOT-TRAF SIGNAL-SO.PO	2555 07								
MDOT-ARRA-PINE B'WAY T	2555 08		777			777			(777)
MDOT-SIDEWALKS-SCHOOLS	2555 09	55,266	115		552,667	211,452	38%	663,200	451,748
MDOT-WESTERN BELTWAY	2555 10	39,583			395,833			475,000	475,000
MDOT-RAILROAD CROSSING	2555 11	27,666			276,667			332,000	332,000
MDOT-LL TRACE-HUTCH.TO	2555 12	46,666			466,667			560,000	560,000
MDOT-B'WAY,MOBILE TE	2555 13								
MDOT-34TH AVE TE	2555 14								
MDOT-4TH ST PHASE I	2555 15								
MDOT-4TH ST PHASE II	2555 16								
	-----	-----	-----	----	-----	-----	----	-----	-----
MDOT-MPO GRANT		304,725	60,906	19%	3,047,250	272,243	8%	3,656,700	3,384,457
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS		304,725	60,906	19%	3,047,250	272,243	8%	3,656,700	3,384,457
CITY/COUNTY-SHARED REVEN	270B								
PRO-RATA CTY RD TAX-FOR	2710	106,833	508,975	476%	1,068,333	1,113,134	104%	1,282,000	168,866
PRO-RATA CTY RD TAX-LAM	2715	59,166	5,693	9%	591,667	702,321	118%	710,000	7,679
MISCELLANEOUS GRANTS	2740								
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		166,000	514,669	310%	1,660,000	1,815,456	109%	1,992,000	176,544

		CITY OF HATTIESBURG						34	
072072 - MUN.ROAD&BRIDGE REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	83	27	32%	833	362	43%	1,000	638
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		83	27	32%	833	362	43%	1,000	638
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	6,250			62,500			75,000	75,000
CONTRIB-RAILS TO TRAIL	3457	28,333			283,333			340,000	340,000
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC		34,583			345,833			415,000	415,000
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-CHAUVET SQ.PRO	3469								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PRIVATE									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		34,666	27		346,667	362		416,000	415,638
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F W & S CONSTRUCTION	3800 75								
T/F INDUSTRIAL PARK DE	3800 87								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
REFUND & RECOVERY	3965								
REFUND-COST SHARING	3969								
CAPITAL LEASE PROCEEDS	3970								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	133,976			1,339,764			1,607,717	1,607,717
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		133,976			1,339,764			1,607,717	1,607,717

		CITY OF HATTIESBURG							34
072072 - MUN.ROAD&BRIDGE REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		639,368	575,602	90%	6,393,681	2,088,061	32%	7,672,417	5,584,356

		CITY OF HATTIESBURG							36
073073 - MASS TRANSIT REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
UMTA-MASS TRANS-OPER.C/	2340	30,562	31,906	104%	305,626	243,218	79%	366,751	123,533
UMTA-MASS TRANS-CAPTL.	2341	31,470	326,708	1038%	314,708	326,708	103%	377,650	50,942
UMTA-MASS TRANS-PLANNIN	2342								
UMTA-MASS TRANS-P/Y	2343								
UMTA-MASS TRANS-PREV.C/	2344	10,183			101,834	122,201	120%	122,201	
ARRA-MASS TRANS	2345	39,669	30,801	77%	396,698	120,576	30%	476,038	355,462
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS		111,886	389,415	348%	1,118,867	812,703	72%	1,342,640	529,937
STATE GRANTS	250B								
MDOT GRANT(PLANNING/CAP	2555								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405					111			(111)
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS						111			(111)
MASS TRANSIT CHARGES	3520								
BUS FARES-FIXED ROUTES	3525	2,500	3,022	120%	25,000	31,561	126%	30,000	(1,561)
BUS FARES-DEMAND RES-D	3527								
ADVERTISING	3535	283	206	72%	2,833	2,968	104%	3,400	432
MISC. CHARGES & FEES	3540					27			(27)
	-----	-----	-----	----	-----	-----	----	-----	-----
MASS TRANSIT CHARGES		2,783	3,229	116%	27,833	34,556	124%	33,400	(1,156)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		2,783	3,229	116%	27,833	34,667	124%	33,400	(1,267)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	27,916			279,167	335,000	119%	335,000	
T/F TAX COLLECTORS-GPT	3800 27	16,666	2,481	14%	166,667	184,807	110%	200,000	15,193
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		44,583	2,481	5%	445,833	519,807	116%	535,000	15,193
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		CITY OF HATTIESBURG							36
073073 - MASS TRANSIT REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS		44,583	2,481	5%	445,833	519,807	116%	535,000	15,193
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965					318			(318)
RECOVERY OF DAMAGE CLAI	3967								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS						318			(318)
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	1,311			13,113			15,736	15,736
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		1,311			13,113			15,736	15,736
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REVENUES		160,564	395,125	246%	1,605,647	1,367,494	85%	1,926,776	559,282

		CITY OF HATTIESBURG								37
075075 - W&S CONSTR.REVENUES		REVENUE REPORT								8/1/12
		10 MONTHS ENDING 07/31/12								
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED	
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE	
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
FEDERAL GRANTS	230B									
CDBG-USA YEAST	2336	416,666			4,166,667	23,000		5,000,000	4,977,000	
FEMA RELIEF	2337									
CDBG-WIS PAK	2338	82,321			823,218	987,861	119%	987,861	1	
CDBG-WATER PLANT 2 RENO	2339	49,300			493,007	311,760	63%	591,608	279,848	
US CORPS OF ENGR PROJEC	2354									
LAGOON AERATORS-DOE ARR	2357									
COUNTRY CLUB WATER-EPA	2358	12,500			125,000			150,000	150,000	
NRCS EROSION CONTROL GR	2512									
I.P.-HYBERPLASTIC-MDA G	2514									
	-----	-----	-----	----	-----	-----	----	-----	-----	
FEDERAL GRANTS		560,789			5,607,891	1,322,621	23%	6,729,469	5,406,848	
CITY/COUNTY-SHARED REVEN	270B									
FORREST CTY	2705									
PETAL	2737									
LAMAR PARK	2738									
	-----	-----	-----	----	-----	-----	----	-----	-----	
CITY/COUNTY-SHARED RE										
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSIT	3402									
SAVINGS ACCOUNT/MMA	3405	66	258	390%	667	2,317	347%	800	(1,517)	
	-----	-----	-----	----	-----	-----	----	-----	-----	
INTEREST EARNINGS		66	258	390%	667	2,317	347%	800	(1,517)	
RENTS AND ROYALTIES	3410									
LAND	3411									
TRITELL COMMUNICATION	3411 12									
AT&T/CINGULAR(WTR WORK	3411 13	2,083	1,159	55%	20,833	19,365	92%	25,000	5,635	
SBA STRUCTURES (WM CA	3411 14	1,158	1,230	106%	11,583	11,976	103%	13,900	1,924	
	-----	-----	-----	----	-----	-----	----	-----	-----	
LAND		3,241	2,389	73%	32,417	31,342	96%	38,900	7,558	
BUILDING	3412									
USM CELLULAR ONE RENT	3412 41									
TH INC MANAGEMENT(USM	3412 42					17,898			(17,898)	
VERIZON-USM WATER TAN	3412 43	1,075	1,075	100%	10,750	10,750	100%	12,900	2,150	

		CITY OF HATTIESBURG							37
075075 - W&S CONSTR.REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CELLULAR SOUTH(MULTI	3412 44	1,380	1,380	100%	13,800	13,800	100%	16,560	2,760
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BUILDING		2,455	2,455	100%	24,550	42,448	172%	29,460	(12,988)
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RENTS AND ROYALTIES		5,696	4,844	85%	56,967	73,790	129%	68,360	(5,430)
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MISCELLANEOUS		5,763	5,102	88%	57,633	76,107	132%	69,160	(6,947)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	127,922			1,279,226	1,535,071	119%	1,535,071	
T/F W & S CONTINGENCY	3800 17								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		127,922			1,279,226	1,535,071	119%	1,535,071	
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		127,922			1,279,226	1,535,071	119%	1,535,071	
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965	26,144			261,443	313,731	119%	313,731	
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
SRF LOAN PROCEEDS-#1	3980								
SRF LOAN PROCEEDS-#2	3985								
SRF LOAN PROCEEDS-#3	3987								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		26,144			261,443	313,731	119%	313,731	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	128,336			1,283,368			1,540,041	1,540,041
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		128,336			1,283,368			1,540,041	1,540,041
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		848,956	5,102		8,489,560	3,247,530	38%	10,187,472	6,939,942

		CITY OF HATTIESBURG						39	
077077 - COMMUNITY CTR REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
SAENGER RESTORA/MAINT	3125								
SAENGER CONCESSIONS	3132								
GIFT SHOP CONCESSIONS	3135								
TCKT MASTER/IN-HOUSE P	3136								
MCNAIR REC CTR USE FE	3140	41	100-	243%	417			500	500
SIGLER CENTER USE FEE	3141	125	200	160%	1,250	400	32%	1,500	1,100
C.E.ROY/5TH ST.C.C.USE	3142	666	250	37%	6,667	3,873	58%	8,000	4,128
JDS C.C. USE FEE	3143	1,083	1,038	95%	10,833	5,487	50%	13,000	7,514
SAENGER THEATER USE FE	3144								
CULTURAL CTR USE FEE	3146	583	1,075	184%	5,833	4,675	80%	7,000	2,325
N R BURGER/6TH ST CC U	3148								
	-----	-----	-----	----	-----	-----	----	-----	-----
CULTURE AND RECREATI		2,500	2,463	98%	25,000	14,434	57%	30,000	15,566
	-----	-----	-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES		2,500	2,463	98%	25,000	14,434	57%	30,000	15,566
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	16	36	225%	167	278	166%	200	(78)
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		16	36	225%	167	278	166%	200	(78)
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		16	36	225%	167	278	166%	200	(78)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								

		CITY OF HATTIESBURG							39
077077 - COMMUNITY CTR REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
T/F GENERAL FUND	3800 01	62,166	200,000	321%	621,667	746,000	119%	746,000	
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		62,166	200,000	321%	621,667	746,000	119%	746,000	
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		62,166	200,000	321%	621,667	746,000	119%	746,000	
NON-REVENUE RECEIPTS	390A								
COMMISSIONS-TCKTS/CONCE	3963								
REFUND & RECOVERY	3965					150			(150)
RECOVERY OF DAMAGE CLAI	3967								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS						150			(150)
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	14,587			145,878			175,054	175,054
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		14,587			145,878			175,054	175,054
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		79,271	202,498	255%	792,712	760,862	95%	951,254	190,392

		CITY OF HATTIESBURG							40
078078 - '09 WATER METER PROJ REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		17			547			(547)
	-----	-----	-----	---	-----	-----	---	-----	-----
INTEREST EARNINGS			17			547			(547)
	-----	-----	-----	---	-----	-----	---	-----	-----
MISCELLANEOUS			17			547			(547)
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	-----	-----	-----	---	-----	-----	---	-----	-----
SALE OF BONDS									
NOTE PROCEEDS	3975								
	-----	-----	-----	---	-----	-----	---	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	70,828			708,283			849,939	849,939
	-----	-----	-----	---	-----	-----	---	-----	-----
BEGINNING CASH BALANC		70,828			708,283			849,939	849,939
	-----	-----	-----	---	-----	-----	---	-----	-----
REVENUES		70,828	17		708,283	547		849,939	849,392

		CITY OF HATTIESBURG							41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CDBG-R ARRA (WOODLEY SD	2338	3,395			33,958	20,386	60%	40,750	20,364
CDBG-ENT.-DRAINAGE	2365 DRG								
CDBG-ENT.-EMER.REHAB.	2365 ER								
CDBG-ENT.-FULL REHAB.	2365 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-R ARRA (WOODLEY		3,395			33,958	20,386	60%	40,750	20,364
HOME ENTITLEMENT-1995	2367								
HOME ENTIT-DOWNPAYMENT	2367 DA								
HOME ENTIT-FULL REHAB.	2367 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1996	2385								
CDBG-ENT.-ECONOMIC DEV	2385 EC								
CDBG-ENT.-EMER.REHAB.	2385 ER								
CDBG-ENT.-FACADE PROG	2385 FAC								
CDBG-ENT.-FULL REHAB.	2385 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1996	2387								
HOME ENTIT-CHDO	2387 CHDO								
HOME ENTIT-DOWNPAYMENT	2387 DA								
HOME ENTIT-FULL REHAB.	2387 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-199									
HOME ENTITLEMENT-1997	2389								
HOME ENTIT-AFFORD.HOUS	2389 AH								
HOME ENTIT-CHDO	2389 CHDO								
HOME ENTIT-DOWNPAYMENT	2389 DA								
HOME ENTIT-FULL REHAB.	2389 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1997	2391								
CDBG-ENT.-DEMOLITION	2391 DEM								
CDBG-ENT.-EMER.REHAB.	2391 ER								

		CITY OF HATTIESBURG							41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FULL REHAB.	2391 FR								
CDBG-ENT.-NEIGHBORHD G	2391 NG								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1998	2393								
HOME ENTIT-AFFORD.HOUS	2393 AH								
HOME ENTIT-CHDO	2393 CHDO								
HOME ENTIT-DOWNPAYMENT	2393 DA								
HOME ENTIT-FULL REHAB.	2393 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1998	2395								
CDBG-ENT.-ADMINISTRATI	2395 ADM								
CDBG-ENT.-DEMOLITION	2395 DEM								
CDBG-ENT.-DRAINAGE	2395 DRG								
CDBG-ENT.-EATON SCHOOL	2395 EAT								
CDBG-ENT.-EMER.REHAB.	2395 ER								
CDBG-ENT.-FULL REHAB.	2395 FR								
CDBG-ENT.-NEIGHBORHD G	2395 NG								
CDBG-ENT.-PLANNING	2395 PL								
CDBG-ENT.-PUBLIC SERVI	2395 PS								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1999	2397								
HOME ENTIT-AFFORD.HOUS	2397 AH								
HOME ENTIT-CHDO ADMIN	2397 CHDOAD								
HOME ENTIT-CHDO SETASI	2397 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2397 DA								
HOME ENTIT-DA RECAPTUR	2397 DAR								
HOME ENTIT-FULL REHAB.	2397 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1999	2399								
CDBG-ENT.-ADMINISTRATI	2399 ADM								
CDBG-ENT.-BRADY ST SEW	2399 BSS								
CDBG-ENT.-DEMOLITION	2399 DEM								

		CITY OF HATTIESBURG						41	
082082 - CDBG REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-DRAINAGE	2399 DRG								
CDBG-ENT.-EATON SCHOOL	2399 EAT								
CDBG-ENT.-EMER.REHAB.	2399 ER								
CDBG-ENT.-FULL REHAB.	2399 FR								
CDBG-ENT.-NEIGHBORHD G	2399 NG								
CDBG-ENT.-PLANNING	2399 PL								
CDBG-ENT.-PRVO	2399 PRVO								
CDBG-ENT.-PUBLIC SERVI	2399 PS								
CDBG-ENT.-SIDEWALKS	2399 SWLK								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-199									
CDBG-ENTITLEMENT-2000	2401								
CDBG-ENT.-ADMINISTRATI	2401 ADM								
CDBG-ENT.-DEMOLITION	2401 DEM								
CDBG-ENT.-DRAINAGE	2401 DRG								
CDBG-ENT.-EMER.REHAB.	2401 ER								
CDBG-ENT.-FACADE PROG	2401 FAC								
CDBG-ENT.-FULL REHAB.	2401 FR								
CDBG-ENT.-NEIGHBORHD G	2401 NG								
CDBG-ENT.-PUBLIC SERVI	2401 PS								
CDBG-ENT.-SIDEWALKS	2401 SWLK								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2000	2402								
HOME ENTIT-AFFORD.HOUS	2402 AH								
HOME ENTIT-CHDO ADMIN	2402 CHDOAD								
HOME ENTIT-CHDO SETASI	2402 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2402 DA								
HOME ENTIT-FULL REHAB.	2402 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2001	2403								
CDBG-ENT.-ADMINISTRATI	2403 ADM								
CDBG-ENT.-DEMOLITION	2403 DEM								
CDBG-ENT.-DRAINAGE	2403 DRG								
CDBG-ENT.-EATON SCHOOL	2403 EAT								
CDBG-ENT.-EMER.REHAB.	2403 ER								

		CITY OF HATTIESBURG							41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FACADE PROG	2403 FAC								
CDBG-ENT.-FULL REHAB.	2403 FR								
CDBG-ENT.-D/T LIGHTING	2403 LIGHT								
CDBG-ENT.-PLANNING	2403 PL								
CDBG-ENT.-PUBLIC SERVI	2403 PS								
CDBG-ENT.-SIDEWALKS	2403 SWLK								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2001	2404								
HOME ENTIT-ADMINISTRAT	2404 ADM								
HOME ENTIT-AFFORD.HOUS	2404 AH								
HOME ENTIT-CHDO ADMIN	2404 CHDOAD								
HOME ENTIT-CHDO SETASI	2404 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2404 DA								
HOME ENTIT-FULL REHAB.	2404 FR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200									
HOME ENTITLEMENT-2002	2406								
HOME ENTIT-ADMINISTRAT	2406 ADM								
HOME ENTIT-AFFORD.HOUS	2406 AH								
HOME ENTIT-CHDO OPERAT	2406 CHDO								
HOME ENTIT-DOWNPAYMENT	2406 DA								
HOME ENTIT-FULL REHAB.	2406 FR								
HOME ENTIT-HOME BUYER	2406 HBE								
HOME ENTIT	2406 HE								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2002	2407								
CDBG-ENT.-ADMINISTRATI	2407 ADM								
CDBG-ENT.-ADMIN/EMER R	2407 ADMER								
CDBG-ENT.-ADMIN/FULL R	2407 ADMFR								
CDBG ENT.-CHDO OPERATI	2407 CHDO								
CDBG-ENT.-DEMOLITION	2407 DEM								
CDBG-ENT.-DRAINAGE	2407 DRG								
CDBG-ENT.-EATON SCHOOL	2407 EAT								
CDBG-ENT.-EMER.REHAB.	2407 ER								

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082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FACADE PROG	2407 FAC								
CDBG-ENT.-FULL REHAB.	2407 FR								
CDBG-ENT.-PLANNING	2407 PL								
CDBG-ENT.-PUBLIC SERVI	2407 PS								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2003	2408								
HOME ENTIT-ADMINISTRAT	2408 ADM								
HOME ENTIT-AFFORD.HOUS	2408 AH								
HOME ENTIT-CHDO OPERAT	2408 CHDO								
HOME ENTIT-DOWNPAYMENT	2408 DA								
HOME ENTIT-FULL REHAB.	2408 FR								
HOME ENTIT-REHAB.SUBRE	2408 RSC								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2003	2409								
CDBG-ENT.-ADMINISTRATI	2409 ADM								
CDBG-ENT.-ADMIN/EMER R	2409 ADMER								
CDBG-ENT.-ADMIN/FULL R	2409 ADMFR								
CDBG-ENT.-ADMIN/PUBLIC	2409 ADMPS								
CDBG-ENT.-DEMOLITION	2409 DEM								
CDBG-ENT.-EMER ALERT P	2409 EAP								
CDBG-ENT.-EMER.REHAB.	2409 ER								
CDBG-ENT.-FACADE PROG	2409 FAC								
CDBG-ENT.-FULL REHAB.	2409 FR								
CDBG-ENT.-MICRO LOAN P	2409 MLP								
CDBG-ENT.-PLANNING	2409 PL								
CDBG-ENT.-PUBLIC SERVI	2409 PS								
CDBG-ENT.-REHAB.SUBREC	2409 RSC								
CDBG-ENT.-WORLD CHANGE	2409 WC								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2004	2410								
HOME ENTIT-ADMINISTRAT	2410 ADM								
HOME ENTIT-AFFORD.HOUS	2410 AH								
HOME ENTIT-CHDO SETASI	2410 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2410 DA								

		CITY OF HATTIESBURG						41	
082082 - CDBG REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
HOME ENTIT-FULL REHAB.		2410 FR							
HOME ENTIT-REHAB.SUBRE		2410 RSC							
		-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2004		2411							
CDBG-ENT.-ADMINISTRATI		2411 ADM							
CDBG-ENT.-ADMIN/FULL R		2411 ADMFR							
CDBG-ENT.-ADMIN/HSG RE		2411 ADMHR							
CDBG-ENT.-ADMIN/PUBLIC		2411 ADMPS							
CDBG-ENT.-DEMOLITION		2411 DEM							
CDBG-ENT.-EMER ALERT P		2411 EAP							
CDBG-ENT.-ENGINEERING		2411 EP							
CDBG-ENT.-FACADE PROG		2411 FAC							
CDBG-ENT.-FULL REHAB.		2411 FR							
CDBG-ENT.-HOUSING REPR		2411 HR							
CDBG-ENT.-PLANNING		2411 PL							
CDBG-ENT.-WORLD CHANGE		2411 WC							
		-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2005		2412							
HOME ENTIT-ADMINISTRAT		2412 ADM							
HOME ENTIT-AFFORD.HOUS		2412 AH							
HOME ENTIT-CHDO OPERAT		2412 CHDO	3,512		35,125			42,150	42,150
HOME ENTIT-DOWNPAYMENT		2412 DA							
HOME ENTIT-FULL REHAB.		2412 FR							
HOME ENTIT-HOUSING REH		2412 HR							
HOME ENTIT-REHAB.SUBRE		2412 RSC							
		-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200			3,512		35,125			42,150	42,150
CDBG-ENTITLEMENT-2005		2413							
CDBG-ENT.-ADMINISTRATI		2413 ADM							
CDBG-ENT.-ADMIN/FULL R		2413 ADMFR							
CDBG-ENT.-ADMIN/HSG RE		2413 ADMHR							
CDBG-ENT.-ADMIN/PUBLIC		2413 ADMPS							
CDBG-ENT.-DEMOLITION		2413 DEM							
CDBG-ENT.-ENGINEERING		2413 EP							

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082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FACADE PROG	2413 FAC								
CDBG-ENT.-FULL REHAB.	2413 FR								
CDBG-ENT.-HOUSING REPR	2413 HR								
CDBG-ENT.-PLANNING	2413 PL								
CDBG-ENT.-PUBLIC SERVI	2413 PS								
CDBG-ENT.-WORLD CHANGE	2413 WC								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2006	2414								
HOME ENTIT-ADMINISTRAT	2414 ADM								
HOME ENTIT-AFFORD.HOUS	2414 AH								
HOME ENTIT-CHDO ADMIN	2414 CHDO								
HOME ENTIT-CHDO SETASI	2414 CHDOSA	3,616			36,167			43,400	43,400
HOME ENTIT-DOWNPAYMENT	2414 DA								
HOME ENTIT-HOUSING REH	2414 HR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200		3,616			36,167			43,400	43,400
CDBG-ENTITLEMENT-2006	2415								
CDBG-ENT.-ADMINISTRATI	2415 ADM								
CDBG-ENT.-ADMIN/FULL R	2415 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2415 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2415 ADMPS								
CDBG-ENT.-DEMOLITION	2415 DEM								
CDBG-ENT.-DRAINAGE	2415 DRG								
CDBG-ENT.-ENGINEERING	2415 EP								
CDBG-ENT.-FACADE PROG	2415 FAC								
CDBG-ENT.-FULL REHAB.	2415 FR								
CDBG-ENT.-HOUSING REPR	2415 HR								
CDBG-ENT.-PLANNING	2415 PL								
CDBG-ENT.-PUBLIC SERVI	2415 PS								
CDBG-ENT.-WORLD CHANGE	2415 WC								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2007	2416								
HOME ENTIT-ADMINISTRAT	2416 ADM								
HOME ENTIT-AFFORD.HOUS	2416 AH								

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082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
HOME ENTIT-CHDO ADMIN	2416 CHDOAD								
HOME ENTIT-CHDO SETASI	2416 CHDOSA	4,210			42,102			50,522	50,522
HOME ENTIT-DOWNPAYMENT	2416 DA								
HOME ENTIT-FULL REHAB.	2416 FR					3,675			(3,675)
HOME ENTIT-HOUSING REH	2416 HR								
HOME ENTIT-PLANNING	2416 PL								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200		4,210			42,102	3,675	8%	50,522	46,847
CDBG-ENTITLEMENT-2007	2417								
CDBG-ENT.-ADMINISTRATI	2417 ADM								
CDBG-ENT.-ADMIN/FULL R	2417 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2417 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2417 ADMPS								
CDBG-ENT.-DEMOLITION	2417 DEM								
CDBG-ENT.-ENGINEERING	2417 EP								
CDBG-ENT.-FACADE PROG	2417 FAC								
CDBG-ENT.-FULL REHAB.	2417 FR								
CDBG-ENT.-HOUSING REPR	2417 HR								
CDBG-ENT.-INFRASTRUC P	2417 IS								
CDBG-ENT.-PLANNING	2417 PL								
CDBG-ENT.-PUBLIC SERVI	2417 PS								
CDBG-ENT.-WORLD CHANGE	2417 WC								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2008	2418								
HOME ENTIT-ADMINISTRAT	2418 ADM								
HOME ENTIT-AFFORD.HOUS	2418 AH								
HOME ENTIT-CHDO ADMIN	2418 CHDOAD	1,011			10,118	10,355	102%	12,142	1,787
HOME ENTIT-CHDO SETASI	2418 CHDOSA	4,083			40,833			49,000	49,000
HOME ENTIT-DOWNPAYMENT	2418 DA					9,083			(9,083)
HOME ENTIT-HOUSING REH	2418 HR								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200		5,095			50,952	19,438	38%	61,142	41,704
CDBG-ENTITLEMENT-2008	2419								
CDBG-ENT.-ADMINISTRATI	2419 ADM								
CDBG-ENT.-ADMIN/FULL R	2419 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2419 ADMHR								

		CITY OF HATTIESBURG							41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-ADMIN/PUBLIC	2419 ADMPS								
CDBG-ENT.-BLUE ROOFS	2419 BR	7,725	4,988	64%	77,258	4,988	6%	92,710	87,722
CDBG-ENT.-DEMOLITION	2419 DEM								
CDBG-ENT.-DOWNTOWN LIG	2419 DL								
CDBG-ENT.-DRAINAGE	2419 DRG								
CDBG-ENT.-ENGINEERING	2419 EP								
CDBG-ENT.-FACADE PROG	2419 FAC								
CDBG-ENT.-FULL REHAB.	2419 FR								
CDBG-ENT.-HOUSING REPR	2419 HR					19,410			(19,410)
CDBG-ENT.-INFRASTRUC P	2419 IS								
CDBG-ENT.-PLANNING	2419 PL								
CDBG-ENT.-PUBLIC SERVI	2419 PS								
CDBG-ENT.-WORLD CHANGE	2419 WC								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200		7,725	4,988	64%	77,258	24,398	31%	92,710	68,312
HOME ENTITLEMENT-2009	2420								
HOME ENTIT-ADMINISTRAT	2420 ADM								
HOME ENTIT-AFFORD.HOUS	2420 AH								
HOME ENTIT-CHDO ADMIN	2420 CHDO	137			1,374	111	8%	1,649	1,538
HOME ENTIT-CHDO SETASI	2420 CHDOSA	4,687			46,873			56,248	56,248
HOME ENTIT-DOWNPAYMENT	2420 DA								
HOME ENTIT-HOUSING REH	2420 HR								
HOME ENTIT-RECONS-SA P	2420 RECSA	17,725			177,250	159,335	89%	212,700	53,365
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-200		22,549			225,498	159,446	70%	270,597	111,151
CDBG-ENTITLEMENT-2009	2421								
CDBG-ENT.-ADMINISTRATI	2421 ADM								
CDBG-ENT.-ADM DISABIL	2421 ADMDA								
CDBG-ENT.-ADMIN/FULL R	2421 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2421 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2421 ADMPS								
CDBG-ENT.-DEMOLITION	2421 DEM								
CDBG-ENT.-DOWNTOWN LIG	2421 DL								
CDBG-ENT.-ENGINEERING	2421 EP								
CDBG-ENT.-FACADE PROG	2421 FAC								
CDBG-ENT.-FACILITIES	2421 FC	8,976			89,763			107,715	107,715

		CITY OF HATTIESBURG						41	
082082 - CDBG REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FULL REHAB.	2421 FR								
CDBG-ENT.-HOUSING REPR	2421 HR								
CDBG-ENT.-INFRASTRUC P	2421 IS								
CDBG-ENT.-PLANNING	2421 PL								
CDBG-ENT.-PUBLIC SERVI	2421 PS								
CDBG-ENT.-WORLD CHANGE	2421 WC								
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-200		8,976			89,763			107,715	107,715
HOME ENTITLEMENT-2010	2422								
HOME ENTIT-ADMINISTRAT	2422 ADM								
HOME ENTIT-CHDO ADMIN	2422 CHDO	790			7,900	847	10%	9,480	8,633
HOME ENTIT-CHDO SETASI	2422 CHDOSA	4,699			46,998			56,398	56,398
HOME ENTIT-DWNPYMNT AS	2422 DA	5,833			58,333			70,000	70,000
HOME ENTIT-FULL REHAB	2422 FR	34,587			345,875	143,728	41%	415,050	271,322
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HOME ENTITLEMENT-201		45,910			459,107	144,575	31%	550,928	406,353
CDBG-ENTITLEMENT-2010	2423								
CDBG-ENT.-ADMINISTRATI	2423 ADM								
CDBG-ENT.-ADM DISABIL	2423 ADMDISAD								
CDBG-ENT.-DEMOLITION	2423 DEM	4,404			44,048	15,766	35%	52,858	37,092
CDBG-ENT.-FACADE PROG	2423 FAC	3,750			37,500			45,000	45,000
CDBG-ENT.-HOUSING REPR	2423 HR	31,729			317,292	56,582	17%	380,750	324,168
CDBG-ENT.-INFRASTRUC P	2423 IS								
CDBG-ENT.-PROJECT DELI	2423 PD								
CDBG-ENT.-PUBLIC SERVI	2423 PS	3,679			36,792	19,532	53%	44,150	24,618
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CDBG-ENTITLEMENT-201		43,563			435,632	91,880	21%	522,758	430,878
HOME ENTITLEMENT-2011	2424								
HOME ENTIT-ADMINISTRAT	2424 ADM	2,752			27,522	7,395	26%	33,026	25,631
HOME ENTIT-CHDO SETASI	2424 CHDOSA	4,128			41,283			49,539	49,539
HOME ENTIT-HOUSING PRO	2424 HP	20,641	4,828	23%	206,413	75,038	36%	247,695	172,657
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HOME ENTITLEMENT-201		27,521	4,828	17%	275,217	82,433	29%	330,260	247,827
CDBG-ENTITLEMENT-2011	2425								
CDBG-ENT.-ADMINISTRATI	2425 ADM	9,460			94,606	25,472	26%	113,527	88,055
CDBG-ENT.-ADM DISABIL	2425 ADMDISAD	1,300			13,000	2,169	16%	15,600	13,431
CDBG-ENT.-DEMOLITION	2425 DEM	3,333			33,333	25,763	77%	40,000	14,237

		CITY OF HATTIESBURG							41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-HOUSING REPR	2425 HR	15,773			157,734	96,205	60%	189,281	93,076
CDBG-ENT.-INFRASTRUC P	2425 IS	4,166			41,667			50,000	50,000
CDBG-ENT.-MICROENT PRO	2425 MA	3,750			37,500	30,000	80%	45,000	15,000
CDBG-ENT.-PROJECT DELI	2425 PD	8,333			83,333	20,588	24%	100,000	79,412
CDBG-ENT.-PUBLIC SERVI	2425 PS	1,185			11,857	18,208	153%	14,228	(3,980)
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CDBG-ENTITLEMENT-201		47,303			473,030	218,405	46%	567,636	349,231
HOME ENTITLEMENT-2012	2426								
HOME ENTIT-ADMINISTRAT	2426 ADM								
HOME ENTIT-CHDO SETASI	2426 CHDOSA								
HOME ENTIT-HOUSING PRO	2426 HP								
	-----	-----	-----	----	-----	-----	----	-----	-----
HOME ENTITLEMENT-201									
CDBG-ENTITLEMENT-2012	2427								
CDBG-ENT.-ADMINISTRATI	2427 ADM								
CDBG-ENT.-DEMOLITION	2427 DEM								
CDBG-ENT.-HOUSING PROG	2427 HP								
CDBG-ENT.-MICROENT PRO	2427 MA		1,398			1,398			(1,398)
CDBG-ENT.-PROJECT DELI	2427 PD					673			(673)
CDBG-ENT.-PUBLIC SERVI	2427 PS		16,920			16,920			(16,920)
	-----	-----	-----	----	-----	-----	----	-----	-----
CDBG-ENTITLEMENT-201			18,317			18,990			(18,990)
HOME REVOLVING LOANS	2495								
MDA AM DREAM D/P (ADDI)	2497					9,083			(9,083)
MISCELLANEOUS GRANTS	2740								
SALVATION ARMY	2740 04	4,083			40,833			49,000	49,000
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS GRANTS		4,083			40,833			49,000	49,000
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS		227,464	28,133	12%	2,274,640	792,709	34%	2,729,568	1,936,859
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F MUN.ROAD & BRIDGE	3800 72								
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		CITY OF HATTIESBURG							41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS FROM OTHR									
TRANSFERS	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	172			1,721			2,065	2,065
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		172			1,721			2,065	2,065
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		227,636	28,133	12%	2,276,361	792,709	34%	2,731,633	1,938,924

		CITY OF HATTIESBURG						48	
087087 - INDUSTRIALPK REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
MISC. PERMITS & FEES	2299								
	-----	-----	-----	----	-----	-----	----	-----	-----
OTHER PERMITS & FEES									
FEDERAL GRANTS	230B								
EDA GRANT-MASTER PLAN	2333								
EDA GRANT-OWENS/ILL PRO	2338								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS									
STATE GRANTS	250B								
OWENS/ILL PROJ-RR SPUR	2541								
USA YEAST PROJ-RR SPUR	2542								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		113			1,149			(1,149)
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			113			1,149			(1,149)
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411 05								
	-----	-----	-----	----	-----	-----	----	-----	-----
LAND									
BUILDING	3412								
BROWN BOTTLING (PEPSI	3412 10								
L&S REALTORS	3412 11								
KOHLER	3412 17					394,545			(394,545)
JPM OF MS., INC.	3412 20								
SUNBEAM/OSTER	3412 23								
	-----	-----	-----	----	-----	-----	----	-----	-----
BUILDING						394,545			(394,545)
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES						394,545			(394,545)

		CITY OF HATTIESBURG							48
087087 - INDUSTRIALPK REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455		32,500			130,000			(130,000)
CONTRIBUTIONS-CITY	3456					97,500			(97,500)
CONTRIBUTIONS-ADP	3457								
CONTRIBUTIONS-PRVEPA	3458								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC			32,500			227,500			(227,500)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			32,613			623,194			(623,194)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
OTHER BOND INCOME	3919								
CAP STATE LOAN'96-CIT	3919 CSL96C								
CAP STATE LOAN'96-FOR	3919 CSL96F								
CAP STATE LOAN'97-CIT	3919 CSL97C								
CAP STATE LOAN'97-FOR	3919 CSL97F								
MBIA BONDS	3919 MBIA								
	-----	-----	-----	----	-----	-----	----	-----	-----
OTHER BOND INCOME									
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF EASEMENTS	3925								
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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		CITY OF HATTIESBURG							48
087087 - INDUSTRIALPK REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
BEGINNING CASH BALANC									
	-----	-----	-----	---	-----	-----	---	-----	-----
REVENUES			32,613			623,194			(623,194)

		CITY OF HATTIESBURG						50	
090090 - 2008 D/T LIGHTING-REVENUES		REVENUE REPORT						8/1/12	
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	9			92	108	117%	110	2
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		9			92	108	117%	110	2
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		9			92	108	117%	110	2
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER									
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
		-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	33,529			335,291			402,349	402,349
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		33,529			335,291			402,349	402,349
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		33,538			335,383	108		402,459	402,351

		CITY OF HATTIESBURG							51
091091 - TIF CONST-REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405					49			(49)
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS						49			(49)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS						49			(49)
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912	59,583			595,833	687,515	115%	715,000	27,485
ACCRUED INTEREST	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS		59,583			595,833	687,515	115%	715,000	27,485
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		59,583			595,833	687,515	115%	715,000	27,485
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999				4			5	5
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE					4			5	5
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		59,583			595,838	687,564	115%	715,005	27,441

		CITY OF HATTIESBURG							52
094094 - 2012 W&S REVENUE BOND CONSTR		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		85			191			(191)
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			85			191			(191)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			85			191			(191)
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912	1,041,666			10,416,667	12,500,000	119%	12,500,000	
ACCRUED INTEREST	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS		1,041,666			10,416,667	12,500,000	119%	12,500,000	
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		1,041,666			10,416,667	12,500,000	119%	12,500,000	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC									
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REVENUES		1,041,666	85		10,416,667	12,500,191	120%	12,500,000	(191)

		CITY OF HATTIESBURG							53
095095 - 2001 BOND CONSTR REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	15,595			155,955			187,146	187,146
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		15,595			155,955			187,146	187,146
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		15,595	22		155,955	233		187,146	186,913

		CITY OF HATTIESBURG							54
096096 - MDB CAPITALPROJ REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
FEDERAL GRANTS	230B								
HUD GRANT-CHAIN PARK PH	2353	37,837	73,646	194%	378,375	411,843	108%	454,050	42,207
US CORPS OF ENGR PROJEC	2354								
FEDERAL TRANSIT ADM.	2355								
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FEDERAL GRANTS		37,837	73,646	194%	378,375	411,843	108%	454,050	42,207
STATE GRANTS	250B								
ARCHIVES & HISTORY	2505								
MDOT GRANT-4TH ST WIDEN	2506	136,808			1,368,083			1,641,700	1,641,700
MDOT GRANT-CHAIN PARK	2507								
MDOT ARRA-CHAIN PARK	2543	450			4,504			5,405	5,405
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STATE GRANTS		137,258			1,372,588			1,647,105	1,647,105
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		3			65			(65)
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			3			65			(65)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			3			65			(65)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
DEPOT PROJECT	3975 01								
WATER & SEWER IMPR	3975 02								
FIRE/POLICE STATION	3975 03								
DRAINAGE PROJECTS	3975 04								
LEGAL COSTS	3975 05								
MDOT GRANT PROJECTS	3975 06	25,000			250,000			300,000	300,000

		CITY OF HATTIESBURG							54
096096 - MDB CAPITALPROJ REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
	-----	-----	-----	----	-----	-----	----	-----	-----
NOTE PROCEEDS		25,000			250,000			300,000	300,000
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		25,000			250,000			300,000	300,000
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	8,884			88,846			106,615	106,615
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		8,884			88,846			106,615	106,615
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		208,980	73,649	35%	2,089,808	411,908	19%	2,507,770	2,095,862

098098 - K.P.ZOO CAPITAL REVENUES		CITY OF HATTIESBURG							55
		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE GRANTS	250B								
ZOO IMPROVEMENTS	2560								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
KPZ SPECIAL EVENTS	3127								
LION/TIGER FUND RAISE	3127 01								
TODDLER CLASS	3127 02								
ZOO CAMP	3127 03								
	-----	-----	-----	----	-----	-----	----	-----	-----
KPZ SPECIAL EVENTS									
	-----	-----	-----	----	-----	-----	----	-----	-----
CULTURE AND RECREATI									
	-----	-----	-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
DIVIDENDS	3404								
SAVINGS ACCOUNT/MMA	3405		16			236			(236)
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			16			236			(236)
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-CEMETERY PROJ	3467								
CONTRIB-PKS/REC. PROJ	3468								
CONTRIB-OTHER	3469								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PRIVAT									
GAIN ON SALE OF INVESTM	3550								

		CITY OF HATTIESBURG							55
098098 - K.P.ZOO CAPITAL REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
	-----	-----	-----	---	-----	-----	---	-----	-----
MISCELLANEOUS			16			236			(236)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	---	-----	-----	---	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	---	-----	-----	---	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
SALE OF SCRAP MATERIAL	3943								
SALE OF ZOOLOGICAL ANIM	3949								
REFUND & RECOVERY	3965								
	-----	-----	-----	---	-----	-----	---	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	19,587			195,877			235,052	235,052
	-----	-----	-----	---	-----	-----	---	-----	-----
BEGINNING CASH BALANC		19,587			195,877			235,052	235,052
	-----	-----	-----	---	-----	-----	---	-----	-----
REVENUES		19,587	16		195,877	236		235,052	234,816

		CITY OF HATTIESBURG							57
099099 - 2010 W & SGO BOND REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
US CORPS OF ENGR PROJEC	2354	312,500	206,499	66%	3,125,000	2,339,078	74%	3,750,000	1,410,922
EPA-VETERANS DRIVE PROJ	2356	55,750			557,500			669,000	669,000
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS		368,250	206,499	56%	3,682,500	2,339,078	63%	4,419,000	2,079,922
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		43			767			(767)
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			43			767			(767)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			43			767			(767)
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	151,469			1,514,693			1,817,632	1,817,632
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		151,469			1,514,693			1,817,632	1,817,632
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		519,719	206,542	39%	5,197,193	2,339,845	45%	6,236,632	3,896,787

		CITY OF HATTIESBURG							59
107107 - SPEC.SALESTAX REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605		40,271			388,412			(388,412)
SALES TAX-FOOD & BEVERA	2607		378,403			3,715,902			(3,715,902)
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE			418,674			4,104,314			(4,104,314)
NON-REVENUE RECEIPTS	390A								
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			418,674			4,104,314			(4,104,314)

		CITY OF HATTIESBURG							60
109109 - GROUP INS.TRUST REVENUES		REVENUE REPORT							8/1/12
		10 MONTHS ENDING 07/31/12							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNING	3400								
SAVINGS ACCOUNT/MMA	3405		27			347			(347)
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNING			27			347			(347)
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			27			347			(347)
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965					47			(47)
HOSP.INS.-P/R DISTRIB	3966		311,688			3,505,220			(3,505,220)
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS			311,688			3,505,267			(3,505,267)
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			311,715			3,505,614			(3,505,614)



City of Hattiesburg, MS

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

Master

File Number: 2012-0987

File ID: 2012-0987

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/27/2012

Brief Title: Acknowledge receipt of two-bid purchase docket report

Final Action:

Minute Book Number: 2012-1/268

Title:

Acknowledge receipt of two-bid purchase docket report for period of June 26, 2012, through July 26, 2012 as provided for in Section 31-7-13(B) of the Mississippi Code of 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: 08-07-Two Quote Docket.pdf

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0987

Title

Acknowledge receipt of two-bid purchase docket report for period of June 26, 2012, through July 26, 2012 as provided for in Section 31-7-13(B) of the Mississippi Code of 1972.

Summary

Acknowledge receipt of two-bid purchase docket report



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: July 27, 2012

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of June 26, 2012, through July 26, 2012 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 26, 2012 - JULY 26, 2012Page - 1
Date - 7/27/12

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
SPECIALTY SERVICES LLC	07/02/12	07/02/12	20,850.00	125351	JDS- INTERIOR DOORS REPLACEMENT& REFINISHED
ODONNELL CONSTRUCTION INC	07/02/12	07/02/12	26,640.00		
PERFORMANCE RESCUE	07/03/12	07/03/12	28,905.00	125396	CRASH RESCUE EQUIPMENT
OKIE EXTRICATION	07/03/12	07/03/12	32,295.00		
LOCKHART CONSTRUCTION	07/03/12	07/03/12	5,800.00	125404	DEMO SERVICES 605 SHORT 5TH ST
GLENN RICHARDSON & STOVALL CONSTR INC	07/03/12	07/03/12	7,500.00		
NAFECO-NORTH ALABAMA FIRE EQUIP CO INC	07/11/12	07/11/12	4,978.00	125615	HAZMAT COLORMETRIC PUMP KIT FOR CHEMICAL ID
DRAEGER SAFETY	07/11/12	07/11/12	5,373.04		
PUCKETT MACHINERY COMPANY	07/16/12	07/16/12	18,306.00	125746	320 CATERPILLAR EXCAVATOR 3 MONTHS RENTAL,
PUCKETT RENTS	07/16/12	07/16/12	19,200.00		
SHERWIN-WILLIAMS FLOOR COVERING	07/20/12	07/20/12	12,000.00	125889	CULTURAL CENTER RESTROOMS-CERAMIC TILE
SPECIALTY SERVICES LLC	07/20/12	07/20/12	18,900.00		
RYAN SUPPLY (RYAN AUTOMOTIVE SUPPLY)	07/23/12	07/23/12	9,390.00	125898	TIRE CHANGER AND WHEEL BALANCER-POLICE SERV
ADVANCE AUTO PARTS	07/23/12	07/23/12	9,598.99		
CARQUEST AUTO PARTS STORES	07/23/12	07/23/12	10,235.00		
NAPA AUTO PARTS	07/23/12	07/23/12	10,378.00		
CURTIS CUSTOM COUNTERTOPS	07/24/12	07/24/12	6,290.00	125944	CULTURAL CENTER RESTROOM COUNTERTOPS
DAVID LOWE KITCHEN COUNTERS	07/24/12	07/24/12	9,600.00		
SPECIALTY SERVICES LLC	07/25/12	07/25/12	17,900.00	125973	CULTURAL CENTER RESTROOMS-WOODEN PARTITIONS
ASH MILLWORKS	07/25/12	07/25/12	18,400.00		

VENDOR MAILING:
SPECIALTY SERVICES LLC
PO BOX 15925
HATTIESBURG MS 39404-5925

HEIDLEBERG, ALICE (601) 5454944
MINUTE BOOK # PENDING
VENDOR # 00081592

SHHP TO :
CITY OF HATTIESBURG
JACKIE DOLE SHERILL COMM. CTR.
220 W FRONT STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROJECT LINE: JDS-INTERIOR DOORS REPLACEMENT & REFINISHED

PROCESSING CODE:

SEND METHOD 0 ()

Account #

Description

QTY

WM

COST

TOTAL COST

077650.7150.19

DOORS REPAIR

1.00

EA

20,850.0000

20,850.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

20,850.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK

43530

FAX # 545-6661

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 5/14/12
Date 1817 00
Order Number

SPECIALTY SERVICES LLC
PO BOX 15925
HATTIESBURG MS 39404-5925

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Jeremy Little

Phone Number . . . 601 5454512

SIGNATURE

[Signature]

DATE

6/14/12

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GDS-INTERIOR DOORS REPLACEMENT REFINISHED

DOORS REPAIR

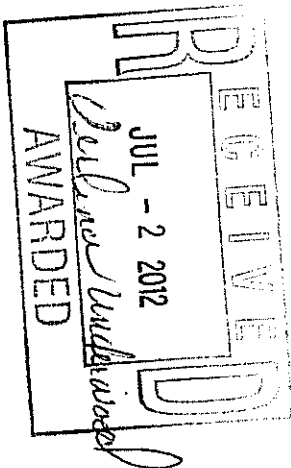
ITEM DESCRIPTION

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expire Date
06/13/12	1.00	EA	<i>n/a</i>	<i>n/a</i>	<i>30 days</i>	<i>45 day</i>

TOTAL BID PRICE 20,850

Twenty Thousand Eight hundred and Eighty

OK
by phone
w Ann Jones



QUOTE REQUEST RESPONSE FORM

Date 6/14/12
Order Number 1817 00PAT O'DONNELL CONSTRUCTION
4510 HIGHWAY 25
RICHTON MS 39476-9553Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Pat O'Donnell Construction, Inc

Phone Number . . 601

5454512

SIGNATURE

Pat O'Donnell

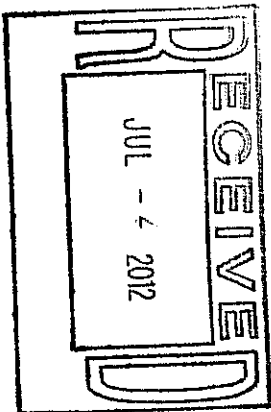
Shipping terms are F.O.B. destination, freight prepaid

DATE 6-20-2012

PROJECT LINE: JDS-INTERIOR DOORS REPLACEMENT, REFINISHED

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DOORS REPAIR O'DONNELL CONSTRUCTION, INC. HATTIESBURG, MS 39404-5031 CELL PHONE: 601 297-6221	06/13/12	1.00	EA				

TOTAL BID PRICE

26,640.00

Proposal

PAGE NO.

QT

1 of 500

O'DONNELL CONSTRUCTION, INC.

Commercial & Residential Renovation Specialists

Cell - 601-297-6221

~~PO Box 15031~~~~Hattiesburg, MS 39404-5031~~

4510 Hwy 29

Richton MS - 39476

PROPOSAL SUBMITTED TO <i>Ms. Alice Heidelberg</i>	PHONE <i>601-545-4681</i>	DATE <i>JUNE 20, 2012</i>
STREET <i>City of Hattiesburg</i>	JOB NAME <i>City Doors</i>	
CITY, STATE AND ZIP CODE <i>P.O. Box 1898 Hattiesburg MS 39403</i>	JOB LOCATION <i>JACKIE DOLE CENTER</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

- 1) Remove + Replace 21 Doors (New)
Replace w/ Birch Flush Doors only. Install Brushed Chrome Hinges, Lever handle locksets (Master Keyed).
Apply Stain + Sealer to match (A.C.A.P) to existing Doors. Install Return Air Grills as needed in doors.
- 2) Re-Finish 27 Doors incl. Ekerout location in building listed in Scope of work.
Apply Stain + Sealer to match (A.C.A.P). Some doors are damaged and will show these spots when Re-done. Use existing hardware on these doors
- 3) Replace Keeper Plates where needed. Add Hinges and plate screws where needed.
Install Kick-plates + Push Plates where described in Scope. Pull out New Restroom Doors.
- 3) Contractor is responsible for clean-up of our work areas daily.
- 4) Work should take app. 4 wks.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

~~Twenty-Six Thousand~~ ^{THIRTY-SIX} ~~Four~~ ^{THIRTY-SIX} ~~Hundred~~ ^{THIRTY-SIX} ~~Forty~~ ^{THIRTY-SIX} ~~Dollars~~ ^{THIRTY-SIX} + ⁰⁰/₁₀₀ dollars (\$ 26,640.⁰⁰).

Payment to be made as follows:

DRAW Every 2 wks for work performed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature

*D. O'Donnell*Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

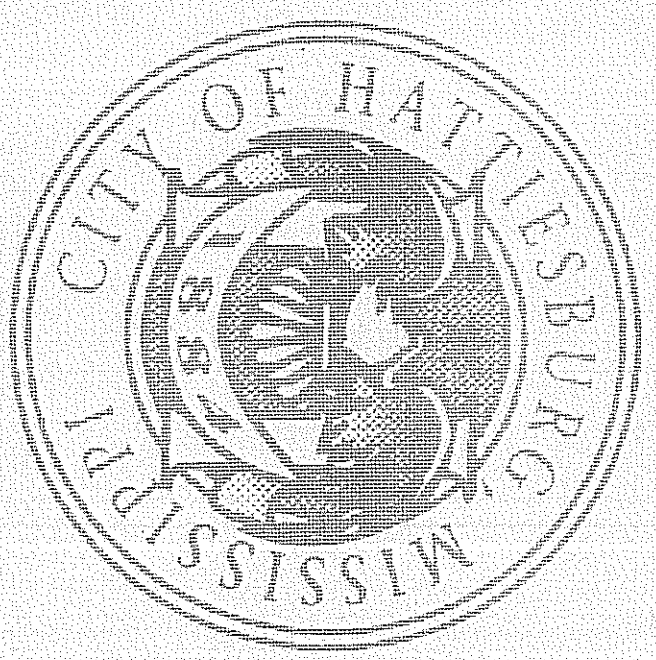
Signature _____

Signature _____

VENDOR MAILING: DANIELS, ROBERT (601) 5823311
 PERFORMANCE RESCUE
 96 N BRYANT RD
 SUMRALL MS 39482-4379
 MINUTE BOOK # PENDING
 VENDOR # 00089442
 SHIP TO :
 CITY OF HATTIESBURG
 FIRE DEPT-STATION #1
 810 N MAIN STREET
 HATTIESBURG MS 39401

PROCESSING CODE:

Account #	Description	QTY	UNIT	UNIT COST	TOTAL COST
005160.7315	ATT-6.5-RC, POWER UNIT WITH ROLL CAGE, SHIPPING AND TRAINING INCLUDED ON ALL ITEMS	3.00	EA	5,385.0000	16,155.00
005160.7315	SLC-29, HEAVY DUTY C-CUTTER	3.00	EA	4,250.0000	12,750.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED 28,905.00

SUBMIT SEPARATE INVOICES FOR THIS PO NUMBER MUST APPEAR
 EACH ORDER. PREPAY SHIPPING ON ALL PACKAGES & INVOICES.
 CHARGES IF ANY AND ADD TO INVOICE.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING
 (601) 545-4686.

EDDIE R. MYERS
 CITY CLERK

JUN-27-2012 21:05 FROM:PERFORMANCE RESCUE 6017580350
JUN-27-2012(WED) 07:18

TO:16015456661

P.1/2
P.002/003

43530

PERFORMANCE RESCUE
56 N BEVANT RD
ATLANTA, MS 39402-4375

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Call To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST, 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39403

Page No. 5/27/12
Date 1819 00
Order Number

PRINTED NAME Performance Rescue

SIGNATURE [Signature] DATE 06/28/2012

Shipping terms are F.O.B. destination, Freight prepaid

Phone Number . . . 601 5454512

PROJECT LINE: CRASH RESCUE EQUIPMENT

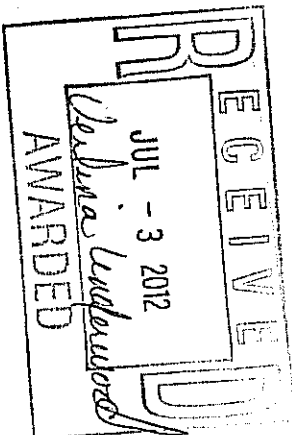
ITEM DESCRIPTION
AT-6.5-EC,
POWER UNIT WITH HOIL CASE, SHIPPING AND TRAINING INCLUDED
ON ALL ITEMS

SIC-29, HEAVY
DUTY C-CUTTER

Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
06/26/12	1.00	BA \$4,250.00	\$4,250.00	06/28/12	08/01/12
05/26/12	3.00	BA \$4,250.00	\$12,750.00	06/28/12	08/01/12

TOTAL BID PRICE \$28,905.00

Lowest & Best
Robert D. Wade



43530

OKIE EXTRICATION
808 SOUTHWEST 26TH ST
EL RENO OK 73036

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 6/27/12
Date 1819 00
Order Number

PRINTED NAME

Dave Nichols

Phone Number . . 601 5454512

SIGNATURE

[Signature]

DATE

7/1/12

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CRASH RESCUE EQUIPMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ATT-6.5-RC, POWER UNIT WITH ROLL CAGE, SHIPPING AND TRAINING INCLUDED ON ALL ITEMS	06/26/12	3.00	EA	~~\$6,010.00~~	~~\$18,030.00~~	~~8/1/12~~	~~10/1/12~~

SLC-29, HEAVY DUTY C-CUTTER

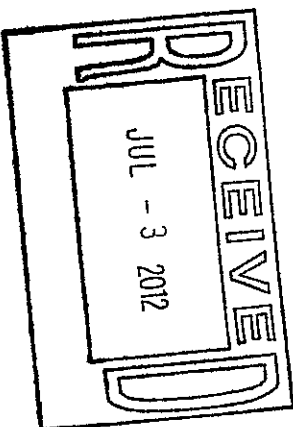
06/26/12

3.00

\$4,755.00 \$14,365.00 1003510/1/12

TOTAL BID PRICE

\$32,395.00



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

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 07/03/12
PO No. 125404
Reg No. 1818

VENDOR MAILING:
LOCKHART CONSTRUCTION
128 PINE HILLS DR
HATTIESBURG MS 39402-3314

ELLARD, ANDREW
MINUTE BOOK # pending
VENDOR # 00090434

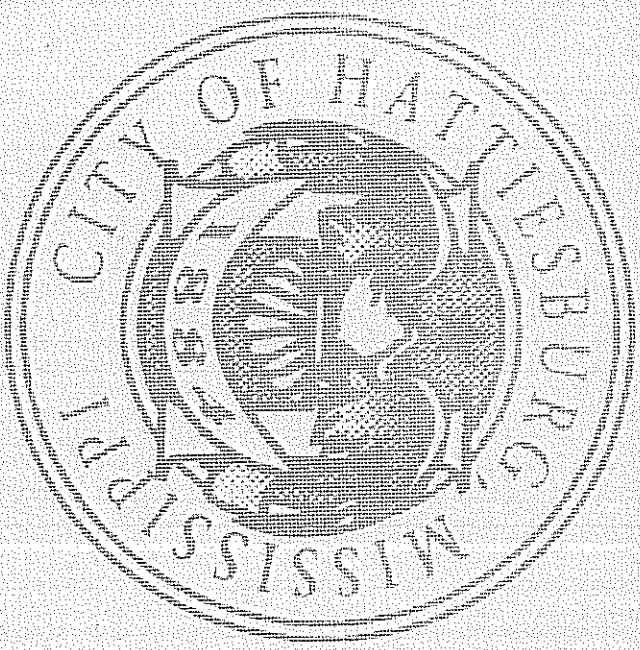
SHIP TO :
CITY OF HATTIESBURG
CITY HALL-URBAN DEVELOPMENT/C.D.B.G.
200 FOREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROJECT LINE: DEMO SERVICES 605 SHORT 5TH ST

PROCESSING CODE:

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
082285.6013.01	DEMOLITION OF HOUSE AT 605 SHORT 5TH STREET, WHICH MUST INCLUDE PROPER PERMITS, PROPER REMOVAL AND DISPOSAL OF ANY ASBESTOS CONTAINING MATERIALS IF APPLICABLE, DEBRIS REMOVAL AND PROPER DISPOSAL THEREOF, AND CLEANING, CLEARING, AND LEVELING OF THE REMAINING LOT. ALL WORK IS TO BE DONE TO THE SATISFACTION OF THE DEPT. OF FEDERAL & STATE PROGRAMS	1.00	EA	5,800.0000	5,800.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

5,800.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK

JUL-03-2012(TUE) 07:02

P. 002/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMLOCKHART CONSTRUCTION
126 PINE HILLS DR
HATTIESBURG MS 39402-3314Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1895
HATTIESBURG MS 39401Page No. 1
Date 6/19/12
Order Number 1818 00PRINTED NAME Lockhart Construction

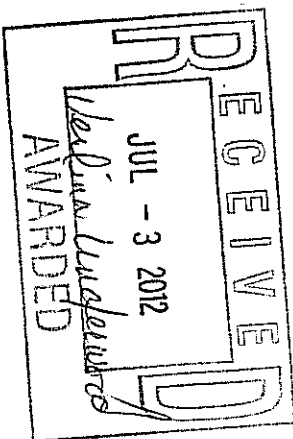
Phone Number . . 601 5454512

SIGNATURE Chiffel Lockhart DATE 6/20/12

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DEMO SERVICES 605 SHORT 5TH ST

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 605 SHORT 5TH Demolition of house at 605 Short 5th Street, which must include proper permits, proper removal and disposal of any asbestos containing materials if applicable, debris removal and proper disposal thereof, and cleaning, clearing, and leveling of the remaining lot. All work is to be done to the satisfaction of the Dept. of Federal & State Programs	06/19/12	1.00	EA	5800.00	5800.00		

TOTAL BID PRICE 5800.00f. date
7/8/12

GLENN RICHARDSON & STOVALL
159 AUGUSTINE DR
HATTIESBURG MS 39402-7836

QUOTE REQUEST RESPONSE FORM

PAGE NO. 6/25/12
Date 1818 00
Order Number

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Keith Stoval

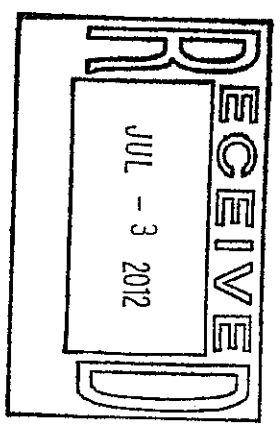
Phone Number . . . 601 5454512

SIGNATURE Keith Stoval DATE 6-28-2012 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DEMO SERVICES 605 SHORT 5TH ST

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 605 SHORT 5TH Demolition of house at 605 Short 5th Street, which must include proper permits, proper removal and disposal of any asbestos containing materials if applicable, debris removal and proper disposal thereof, and cleaning, clearing, and leveling of the remaining lot. All work is to be done to the satisfaction of the Dept. of Federal & State Programs	06/19/12	1.00	EA				

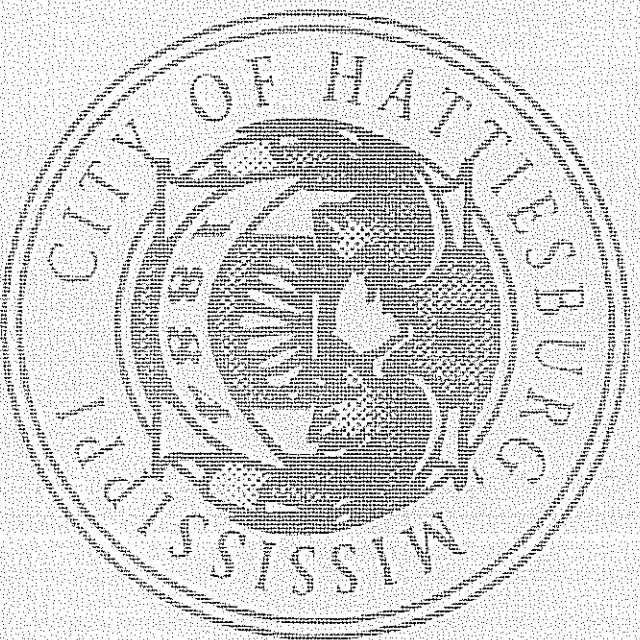
TOTAL BID PRICE \$7,500.00



VENDOR MAILING: PICKERING, ROBERT V (601) 5823311
 NAFECO INC MINUTE BOOK # PENDING
 ACCOUNTS RECEIVABLE VENDOR # 00014602
 1515 W MOULTON ST
 DECATUR AL 35601-2100
 SHIP TO :
 CITY OF HATTIESBURG
 POLICE/FIRE TRAINING ACADEMY
 53 ACADEMY DR
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: HAZMAT COLOMETRIC PUMP KIT FOR CHEMICAL IDENTIFICATION				SEND METHOD	1	(256)3550852
Account #	Description	QTY	UM	UNIT COST	TOTAL COST	
001131.5466	DRAEGER KIT DRAEGER CDS HAZMAT KIT WITH XACT-5000	1.00	EA	4,978.0000	4,978.00	



TOTAL CONTRACT AMOUNT NOT TO EXCEED

4,978.00

SUBMIT SEPARATE INVOICES FOR THIS PO NUMBER MUST APPEAR
 EACH ORDER. PREPAY SHIPPING ON ALL PACKAGES & INVOICES.
 CHARGES IF ANY AND ADD TO INVOICE.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING
 (601) 545-4686.

EDDIE R. MYERS
 CITY CLERK

43530

NAFECO INC
ACCOUNTS RECEIVABLE
1515 W HIGHTON ST
DECATUR AL 35601-2100

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W HIGHT ST. 2ND FLOOR
PO BOX 1828
HATTIESBURG MS 39401

Page No. . . . 7/05/12
Date . . . 1820 09
Order Number . . .

PRINTED NAME: **RONALD HODALL, VICE PRESIDENT**

Phone Number . . . 601 5454512

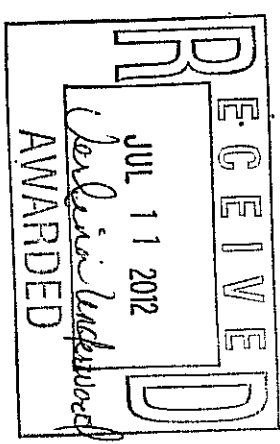
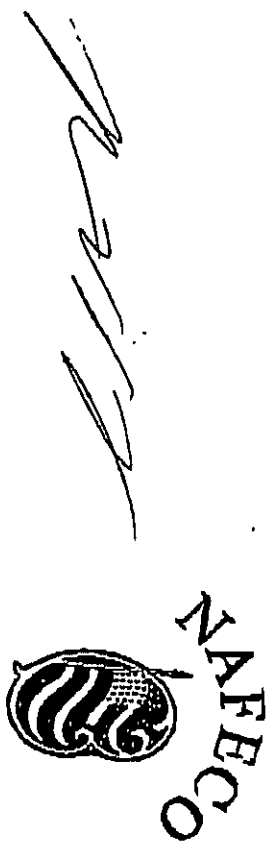
SIGNATURE: *Ronald Hodall* DATE: 7/9/12

Shipping terms are F.O.B. destination. Freight prepaid

PROJECT LINE: HAZMAT CLOSURE KIT FOR CHEMICAL IDENTIFICATION

ITEM DESCRIPTION	Request Date	Qty	Unit	Unit Price	Extended Cost	Delivery Date	Applied Date
DRAEGER KIT DRAEGER CDS HAZMAT KIT WITH ZNCT-5000	07/03/12	1.00	EA	\$4,978.00	\$4,978.00	2 Wks	8/31/12
				Draeger #4056528		ARO	

TOTAL BID PRICE \$4,978.00



43530

QUOTE REQUEST RESPONSE FORM

Date 7/05/12
Order Number 1820 00

DRAEGER SAFETY
161 TECHNOLOGY DR
PITTSBURGH PA 15275-1057

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1858
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Michael R Allen

SIGNATURE

Michael R Allen

DATE 7/6/2012

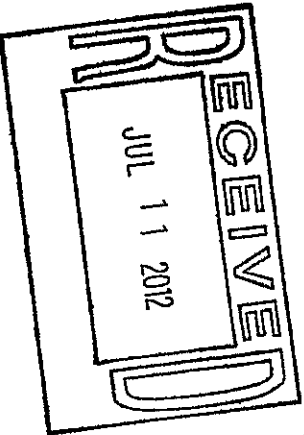
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HAZMAT COLOMETRIC PUMP KIT FOR CHEMICAL IDENTIFICATION

ITEM DESCRIPTION
DRAEGER KIT
DRAEGER CDS HAZMAT KIT WITH KACT-5000

Request Date	QTY	UOM	Unit Price	Extended Cost	Delivery Date	Expired Date
07/03/12	1.00	EA	5373.04	5373.04	7-27-12	12-31-12

TOTAL BID PRICE 5373.04



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

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

Page 1
Date 07/16/12
PO NO. 125746
Req No. 1822

VENDOR MAILING:
PUCKETT MACHINERY COMPANY
PO BOX 1568
HATTIESBURG MS 39403-1568

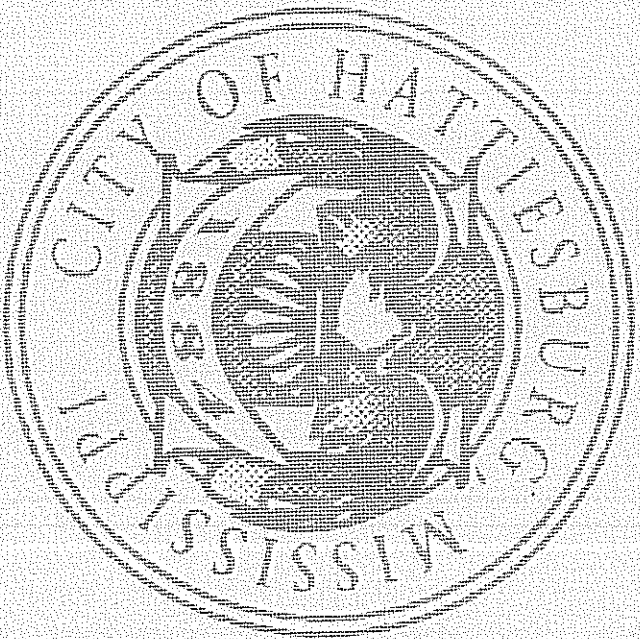
PERKINS, SANDE NOEL
MINUTE BOOK # PENDING
VENDOR # 90002017

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: 320 CATERPILLAR EXCAVATOR 3 MONTHS RENTAL, INCL INSURANCE (601) 2648104

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001201.6420	320 EXCAVATOR	1.00	EA	18,306.0000	18,306.00
	320 CATERPILLAR EXCAVATOR - 3 MONTHS RENTAL AND INSURANCE				



TOTAL CONTRACT AMOUNT NOT TO EXCEED

18,306.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK

43510

Puckett Machinery

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 7/11/12
Order Number 1822 00

HATTIESBURG MS 39403-1568

220 N FRONT ST. 2ND FLOOR
PO BOX 1458
HATTIESBURG MS 39401

PRINTED NAME McKee & Miller

SIGNATURE James J. Miller DATE 7-11-12

Shipping terms are F.O.B. destination, freight prepaid

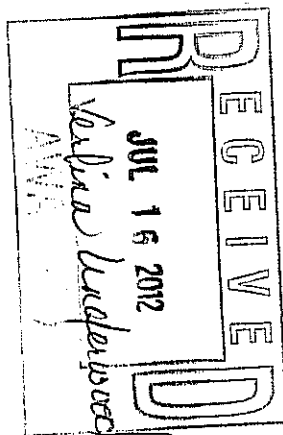
PROJECT LINE: 120 CATERPILLAR EXCAVATOR 3 MONTHS RENTAL, INC. INSURANCE

ITEM DESCRIPTION	Request Date	Qty	Unit	Recorded Cost	Delivery Date	Expired Date
320 EXCAVATOR	07/10/12	1.00	HR	\$16,102.00	7-12-12	7-30-12
320 CATERPILLAR EXCAVATOR - 3 MONTHS RENTAL AND INSURANCE						

TOTAL BID PRICE

\$18,306.00
3 MONTHS - OK

1201.6420
16 Jun 12
1201.6420



4353D

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

PROJECT NAME
7128 US HIGHWAY 49 N
HATTIESBURG MS 39402-9374

Mail To

CITY OF HATTIESBURG
PROCURING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date 7/11/12
Order Number 1822 00

PRINTED NAME

Jeremy Ford

Phone Number 601 545-4512

SIGNATURE

[Signature]

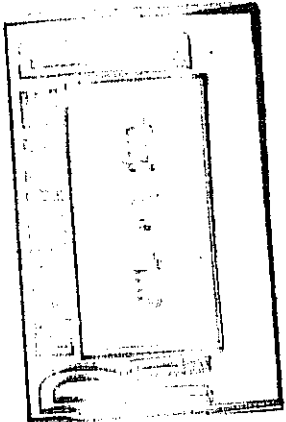
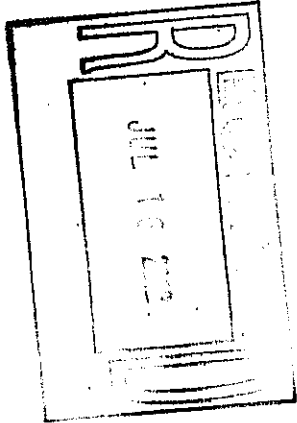
DATE 7/12/12

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 320 CASEHILLAR EXCAVATOR 3 MONTHS RENTAL, INCL. INSURANCE

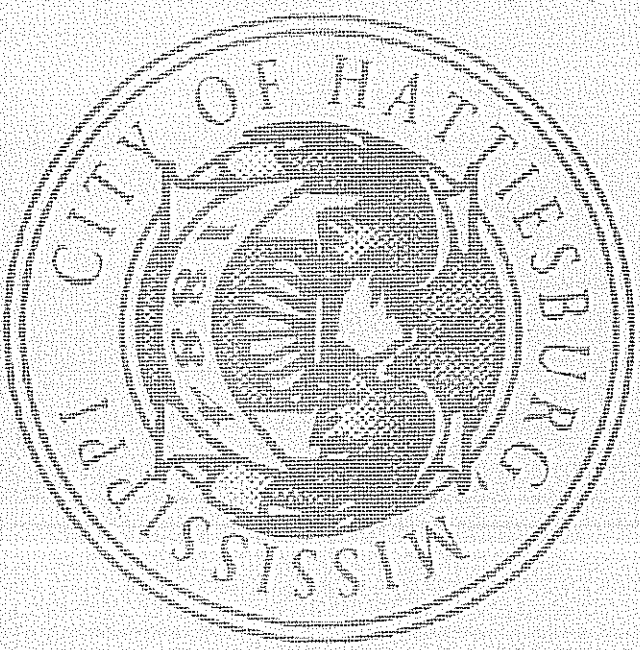
ITEM DESCRIPTION	Request Date	Qty	Unit	Unit Price	Extended Cost	Delivery Date	Expire Date
320 EXCAVATOR	07/10/12	1.00	HA	\$19,200.00			
320 CASEHILLAR EXCAVATOR - 3 MONTHS RENTAL AND INSURANCE							

TOTAL BID PRICE \$19,200



VENDOR MAILING: SHERWIN-WILLIAMS FLOOR COVERING 6424 U S HWY 98 HATTIESBURG MS 39402-8437	JONES, ANN MINUTE BOOK # pending VENDOR # 00061353	(601) 5454661 SHIP TO : HATTIESBURG CULTURAL CENTER 723 MAIN STREET HATTIESBURG MS 39401

PROJECT LINE: CULTURAL CENTER RESTROOMS-CERAMIC TILE	PROCESSING CODE:	SEND METHOD	0	()
Account #	Description	QTY	UM	UNIT COST
077650.6350	Provide Material, Labor, and Equipment to install Ceramic Tile on Floors and Walls in the Men's and Women's Restrooms at the Hattiesburg Cultural Center as per Specifications	1.00	EA	12,000.0000
				TOTAL COST
				12,000.00



SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.	TOTAL CONTRACT AMOUNT NOT TO EXCEED 12,000.00	THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.	FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.	EDDIE R. MYERS CITY CLERK

Hattiesburg Cultural Center
Men's & Lady's Restrooms
Ceramic Tile Installation Specifications

General Scope:

Vendor shall provide material, labor, and equipment to install ceramic tile on floor and walls in Men's Restroom and Lady's Restroom at the Hattiesburg Cultural Center. Vendor shall remove existing 12x12 VCT floor tile in preparation for installation of ceramic tile. Copy of asbestos report will be provided to contractor once award of bid is made. Vendor is to be aware that this is a very time sensitive project due to event schedule of the building. Contractor shall begin work in the women's restroom and complete that room prior to beginning work in the men's restroom.

Floor Scope:

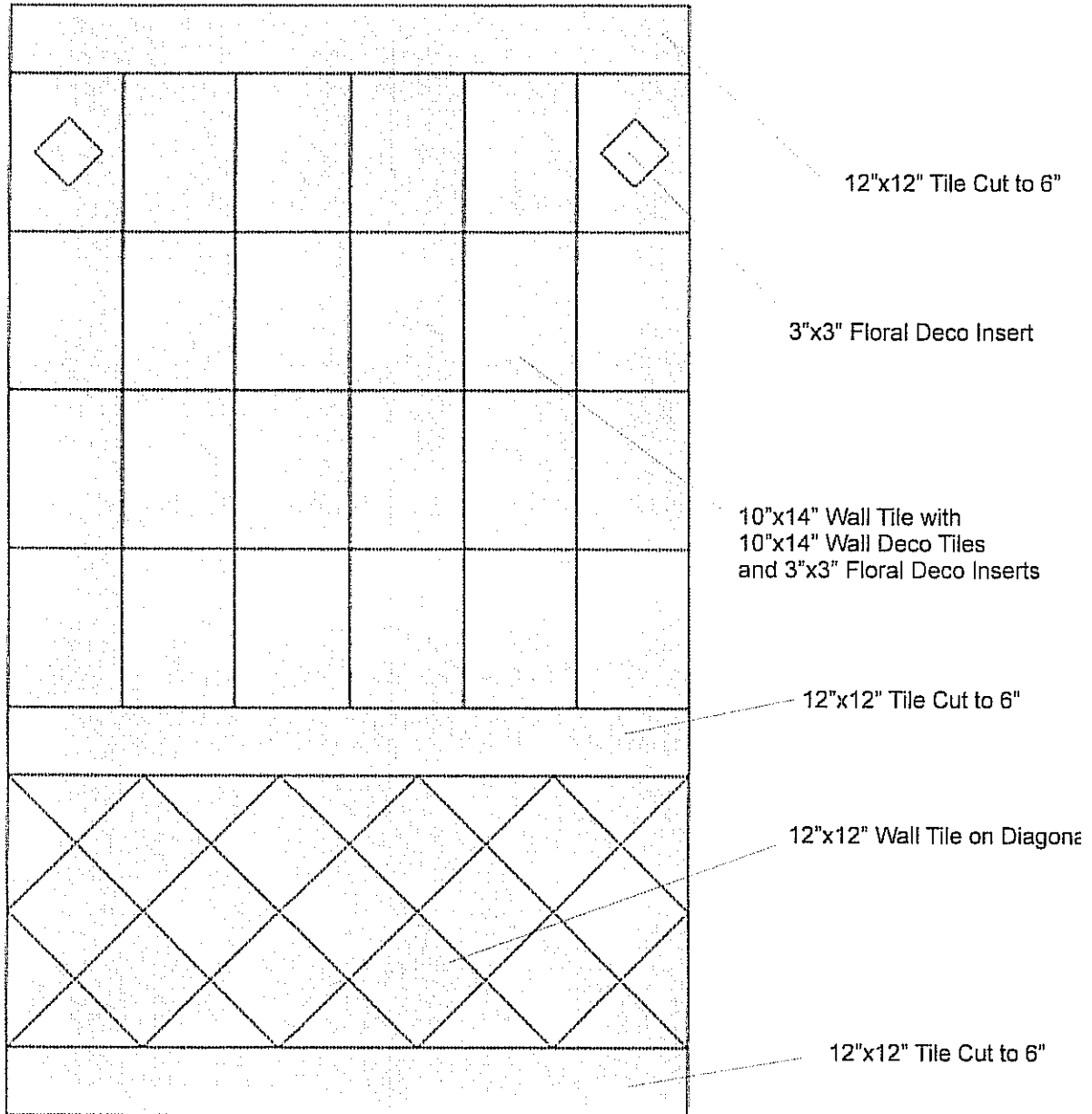
Vendor shall make necessary repairs to subfloor for appropriate ceramic tile installation. Vendor shall provide necessary Thinset for complete floor tile installation as per manufacturer's recommendations. Vendor shall provide and install 12"x12" Salerno Ceramic Floor Tile Color # Cremona Caffè SL82 Mosaic as per manufacturer's recommended procedures, and as per attached floor design layout. Vendor shall install all necessary transition pieces at doorways to tie new ceramic to existing floor. These transition areas must comply with all ADA requirements. Vendor shall be responsible for any door height adjustments associated with new ceramic tile. Each restroom will have "rug" pattern insertion as shown in attached design. Vendor shall use epoxy True Color Grout in "Biscuit" color.

Wall Scope:

Vendor shall provide necessary Latacrete Mastic as necessary for complete wall tile installation as per manufacturer's recommendations. Vendor shall provide and install 12"x12" Salerno Ceramic Wall Tile Color # Cremona Caffè SL82 Mosaic in a diagonal pattern as shown on attached design. Vendor shall provide (2) two, 6"x12" Salerno Ceramic Wall Tile Color # Cremona Caffè SL82 Mosaic bands as shown on attached design. Vendor shall provide 10"x14" Salerno Ceramic Wall Tile Color # Cremona Caffè SL82 Mosaic above second boarder band to ceiling as shown on attached design. Vendor shall provide and install 10"x14" Deco Wall Tiles Color # Cremona Caffè SL82 Mosaic every 4th tile in a continuous row around perimeter of men's and women's restroom near ceiling. Vendor shall use Durabond Sanded grout in "Biscuit" color.

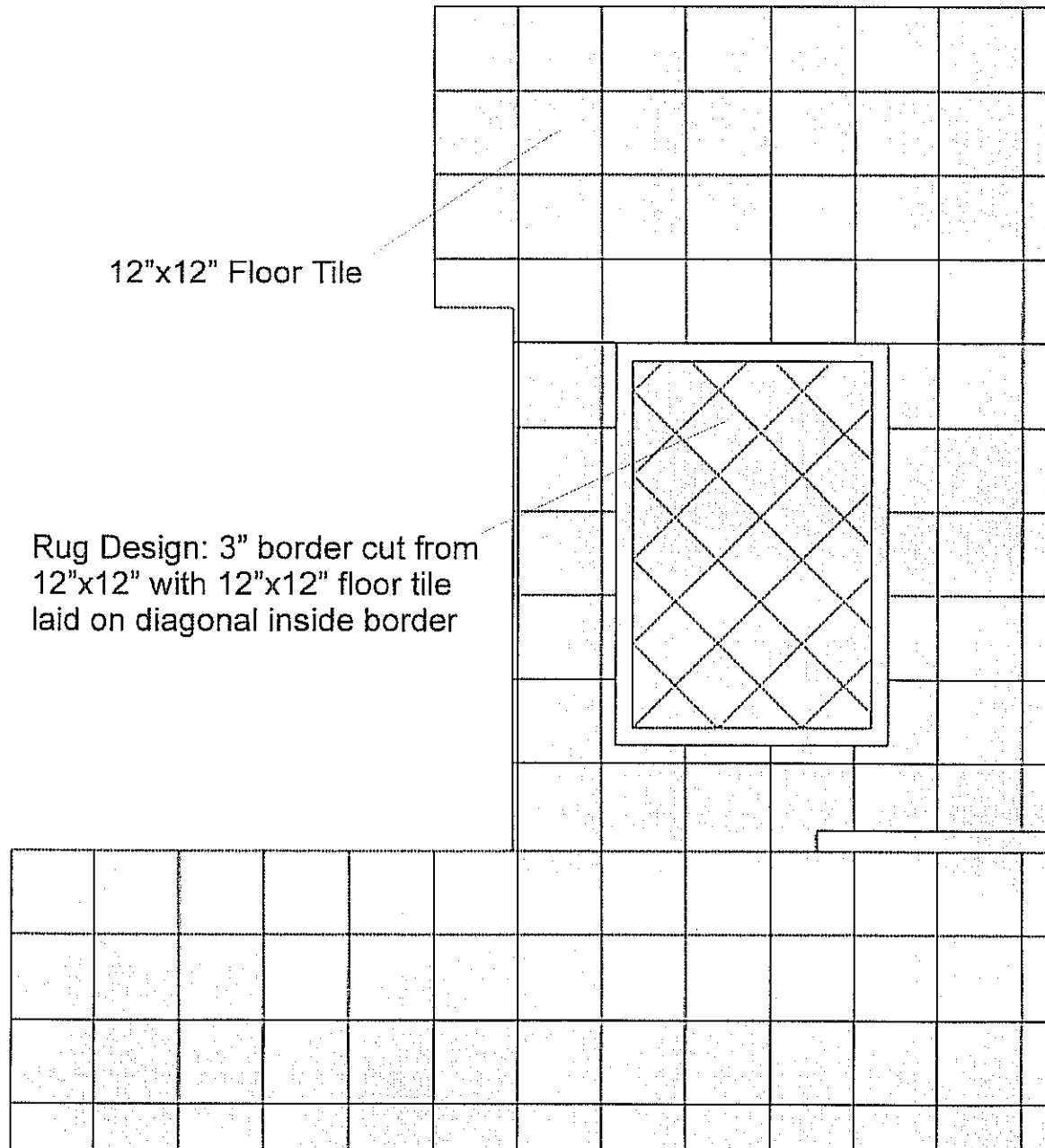
Hattiesburg Cultural Center Restrooms

Wall Tile Design



Hattiesburg Cultural Center Restrooms

Men's Floor Design

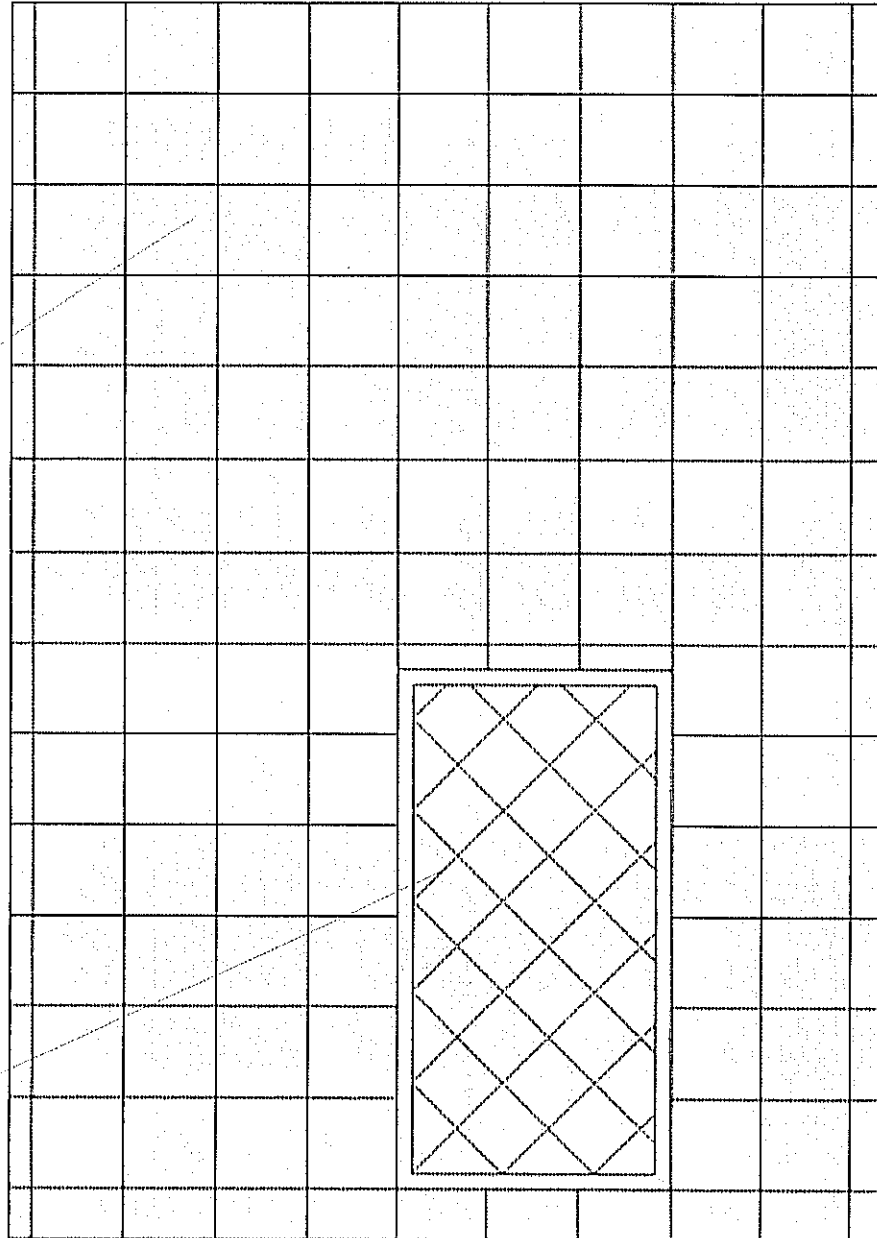


Hattiesburg Cultural Center Restrooms

Women's Floor Design

12"x12" Floor Tile

Rug Design: 3" border
cut from 12"x12" with
12"x12" floor tile
laid on diagonal
inside border



JUL-20-2012(FRI) 07:45

P. 002/003

JUL-20-2012 07:49 From:

To: 6015456669

Page: 1 of 1

JUL-16-2012(MON) 07:29

43530

CITY OF HATTIESBURG FORM
QUOTE REQUEST RESPONSE FORMSHERMAN-WILLIAMS FLOOR CO
6424 U S HWY 90
HATTIESBURG MS 39402-3437

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST, 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

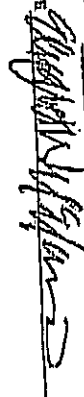
Phone Number . . 601 5456512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME

Sherman Williams

SIGNATURE



DATE 7-17-12

PROJECT NAME: CUSTOMER CENTER RESTROOMS-CERAMIC TILE

ITEM DESCRIPTION

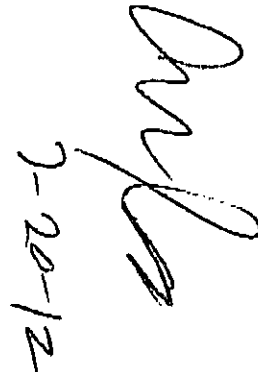
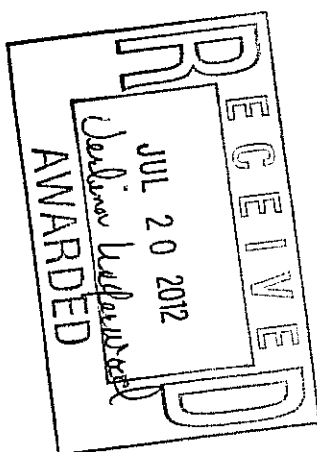
VENDOR SHALL
Provide Material, Labor, and Equipment to install Ceramic
Tile on floors and walls in the Men's and Women's Restrooms
at the Hattiesburg Cultural Center as per specificationsRequest
Date 07/17/12

QTY 1.00

UNIT EA

Unit
Price 1Extended
CostDelivery
DateExpire
Date

TOTAL BID PRICE 12,000.00


7-20-12

43340

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 7/12/12
Date 1826 00
Order Number

SPECIALTY SERVICES LLC
PO BOX 15925
HATTIESBURG MS 39404-5925

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Terry Little

Phone Number 601 5454512

SIGNATURE

[Signature]

DATE

7/17/12

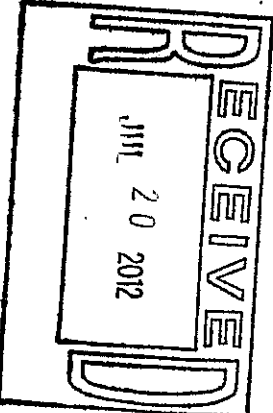
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CULTURAL CENTER RESTROOMS-CERAMIC TILE

ITEM DESCRIPTION	Request		QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
	Date							
VRNDOR SHALL Provide Material, labor, and Equipment to install Ceramic Tile on floors and walls in the Men's and Women's Restrooms at the Hattiesburg Cultural Center as per Specifications	07/11/12		1.00	EA	N/A		30 days	45 days

TOTAL BID PRICE *18,900*

Ernst & Young



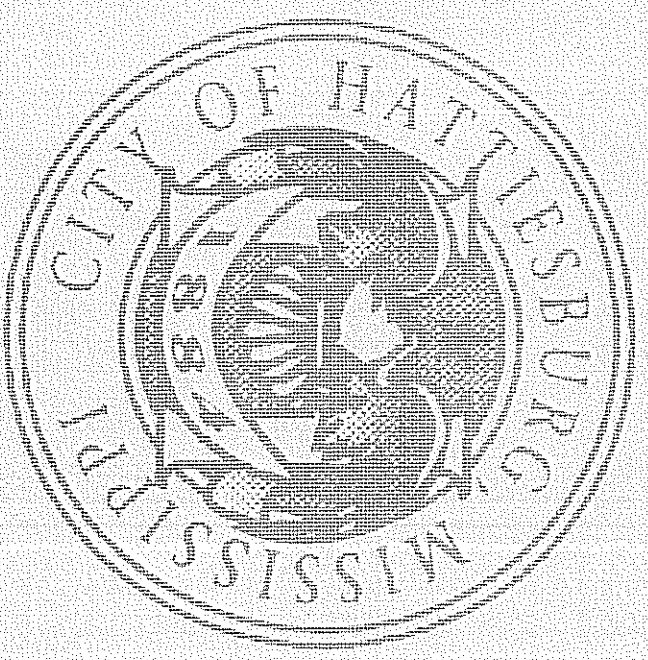
VENDOR MAILING: ADAMO, JOHN (601) 5454506
 RYAN AUTOMOTIVE SUPPLY
 1009 SCOоба ST
 PO BOX 1032
 HATTIESBURG MS 39403-1032
 MINUTE BOOK # PENDING
 VENDOR # 90002062

SHIP TO :
 HATTIESBURG POLICE DEPT/NEW SERVICE CTR
 721 KATIE AVE
 HATTIESBURG MS 39401-

PROCESSING CODE:

PROJECT LINE: TIRE CHANGER AND WHEEL BALANCER-POLICE SERVICE CENTER (601)5830199

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7399	COATS TIRE CHANGER RIM CLAMP MODEL NUMBER 50XEH2	1.00	EA	5,729.0000	5,729.00
001100.7399	COATS COMPUTER WHEEL BALANCER MODEL NUMBER 875	1.00	EA	3,661.0000	3,661.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED 9,390.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.
 THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
 CITY CLERK

RYAN AUTOMOTIVE SUPPLY
 1805 SCHOEN ST
 PO BOX 1032
 HATTIESBURG MS 39403-1032

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 H PRUNE ST. 2ND FLDR
 PO BOX 1828
 HATTIESBURG MS 39401

Page No. 1
 Date 7/12/12
 Order Number 3827 00

Phone Number . . 601 5454512

PRINTED NAME Robert D. Holmes
 SIGNATURE [Signature]
 DATE 07-12-12

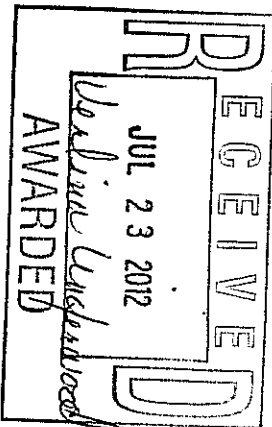
Shipping terms are F.O.B. destination. Freight prepaid

PROJECT LINE: TIRE CHANGER AND WHEEL BALANCE-POLECE SERVICE CENTER

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Applied Date
COATS TIRE CHANGER RIM CLAMP MODEL NUMBER 50K5H2	07/11/12	1.00	EA	5739.00	5739.90	7-30days	7-30
CONTE COMPUTER WHEEL BALANCER MODEL NUMBER 875	07/11/12	1.00	EA	3661.00	3661.00	7-30days	7-30

TOTAL BID PRICE 9390.00

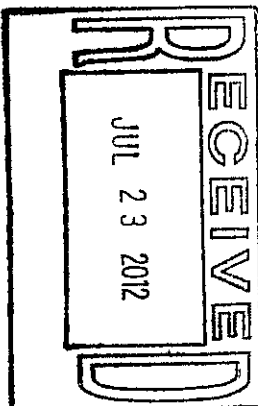
[Signature]



Ryan Automotive Supply
 In-State Enterprises of MS

DAMIAN HOLMES
 MANAGER

1024 WEST 9000BAYVIEW
 HATTIESBURG, MS 39401
 PHONE: 601-582-1803
 TOLL FREE: 800-424-8565
 FAX: 601-583 0199



QUOTE REQUEST RESPONSE FORM

Date 7/13/12
Order Number 1827 00

ADVANCE AUTO PARTS
300 BROADWAY DR
HATTIESBURG MS 39401-5066

Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

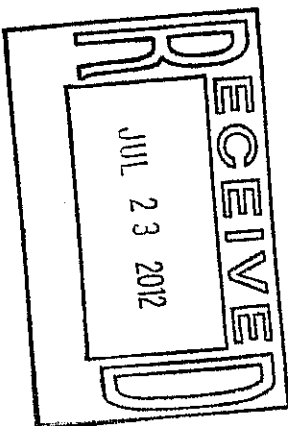
PRINTED NAME Tonya Leflore GM

SIGNATURE [Signature] DATE 7/16/2012 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TIRE CHANGER AND WHEEL BALANCER-POLICE SERVICE CENTER

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
COATS TIRE CHANGER RIM CLAMP MODEL NUMBER 50XEH2	07/11/12	1.00	EA	5,999.99		1 week after purchase	9/13/2012
COATS COMPUTER WHEEL BALANCER MODEL NUMBER 875	07/11/12	1.00	EA	3599.00		1 week after purchase	9/13/2012

TOTAL BID PRICE 9,598.99



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

CARQUEST AUTO PARTS STORE
415 BROADWAY DR
HATTIESBURG MS 39401-6324

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1895
HATTIESBURG MS 39401

Page No. 7/12/17
Date 1827 00
Order Number

Phone Number . . 601 5454512

PRINTED NAME Larry Boyd DATE 7-12-17 Shipping terms are F.O.B. destination, freight prepaid

SIGNATURE [Signature]

ITEM DESCRIPTION

Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
07/11/17	1.00	EA	3994.00	07/12/17	

COATS COMPUTER
WHEEL BALANCER MODEL NUMBER 875

TOTAL BID PRICE

QUOTE

CARQUEST OF HATTIESBURG
415 BROADWAY DRIVE
HATTIESBURG, MS 39401
REMIT TO: CARQUEST AUTO PARTS
PO BOX 404875
ATLANTA, GA 30384-4875



CITY OF HATTBURG PURCHAS
PO BOX 1898
HATTIESBURG, MS 39401

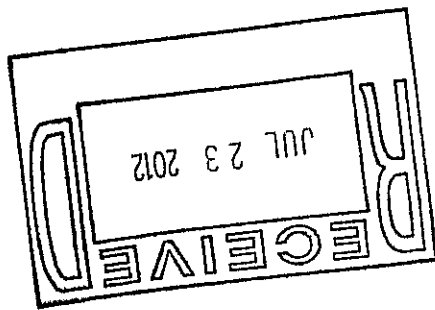
CITY OF HATTBURG PURCHAS
PO BOX 1898
HATTIESBURG, MS 39401

2099-QUOTE	091910	07/12/12	LB1773	QUOTE
1 CTS 875				
85008875-WHEEL BALANCER				
2 CTS 80050XEH2				
TIRE CHANGER				
1	1	1	1	1
BO	BO	BO	BO	BO
4349.99	3994.00	6241.00	6241.00	6241.00 N/N
SPECIAL ORDER (BO)				
1	1	1	1	1
BO	BO	BO	BO	BO
6663.15	0.00	0.00	0.00	0.00
SPECIAL ORDER (BO)				
1	1	1	1	1
BO	BO	BO	BO	BO
4349.99	3994.00	6241.00	6241.00	6241.00 N/N
SPECIAL ORDER (BO)				

0.00
0.00
QUOTE ONLY! THIS IS NOT AN INVOICE!

10:40 AM

10235.00



P.003/003

43530

NAPA AUTO PARTS
301 MCLEOD ST
HATTESBURG MS 39401-3816

CITY OF HATTESBURG
QUOTE REQUEST RESPONSE FORM

Mail To.

CITY OF HATTESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1828
HATTESBURG MS 39461

Page No. 1
Date 7/12/12
Order Number 1827 00

PRINTED NAME Travis Morgan

Phone Number . . 601 5454512

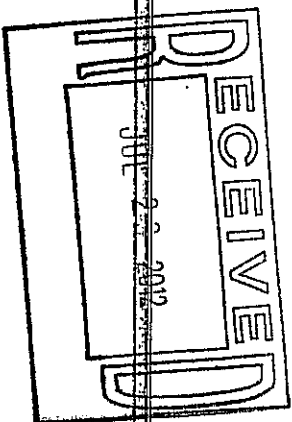
SIGNATURE Travis Morgan DATE 7-12-2012

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TIRE CHANGER AND WHEEL BALANCER-POLICE SERVICE CENTER

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
COATS TIRE CHANGER	07/11/12	1.00	EA	6329.00	6329.00	7-31-2012	7-31-2012
RIM CLAMP MODEL NUMBER 50XEH2	07/11/12	1.00	EA	6329.00	6329.00	7-31-2012	7-31-2012
COATS COMPUTER	07/11/12	1.00	EA	4047.00	4047.00	7-31-2012	7-31-2012
WHEEL BALANCER MODEL NUMBER 875	07/11/12	1.00	EA	4047.00	4047.00	7-31-2012	7-31-2012

TOTAL BID PRICE 10,876.00



VENDOR MAILING:
 CURTIS CUSTOM COUNTERS
 312 N 40TH AVE
 HATTIESBURG MS 39401

JONES, ANN
 MINUTE BOOK # pending
 (601) 5454661

SHIP TO :
 HATTIESBURG CULTURAL CENTER
 723 MAIN STREET
 HATTIESBURG MS 39401

PROJECT LINE: CULTURAL CENTER RESTROOM COUNTERTOPS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
077650.6350	VENDOR SHALL Provide Material, Labor, and Equipment to install Solid Surface Countertops with Undermount Lavatories in the Men's and Women's Restrooms at the Hattiesburg Cultural Center as per Specifications	1.00	EA	6,290.0000	6,290.00

PROCESSING CODE:

SEND METHOD 0 ()



TOTAL CONTRACT AMOUNT NOT TO EXCEED 6,290.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
 CITY CLERK

Hattiesburg Cultural Center
Men's & Lady's Restrooms
Solid Surface Countertop Specifications

Vendor shall provide all material, labor and equipment to install one (1) solid surface countertop in Women's Restroom with (3) three sink bowls and one (1) solid surface countertop in Men's Restroom with (2) two sink bowls. Vendor shall fashion countertop framework as recommended by manufacturer for secure installation. Dimensions of counter-space shall remain the same as existing. Under-mounted Lavatory Bowls shall be affixed to solid surfacing as per manufacturer's recommendations for complete cohesion of bowl to countertop. Countertop shall be Formica Brand: River Rock Mosaic #656 and Bowl shall be alabaster/cream color to coordinate. Vendor shall coordinate with City of Hattiesburg for exact color selection. Vendor shall also provide plumbing access holes in countertop to accommodate for faucet installation. Plumbing fixtures and hook-up will be provided by City of Hattiesburg. Vendor shall provide and install wooden process panel to conceal drain pipe. Panel shall run entire length of countertop and shall be a width sufficient to conceal all plumbing.

JUL-24-2012(TUE) 07:05

P. 002/003

QUOTE REQUEST RESPONSE FORM

CURTIS CUSUM COUNTERS
312 N 40TH AVE
HATTIESBURG MS 39401

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 7/12/12
Date 1023 00
Order Number

Phone Number . . 601 5454512

PRINTED NAME Mike CurtisSIGNATURE Mike CurtisDATE 7-18-12

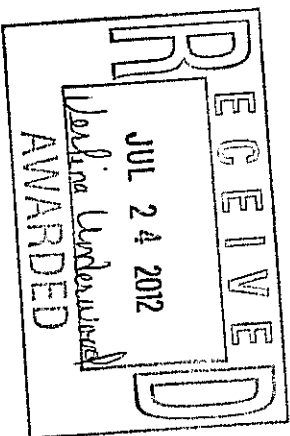
Shipping terms are F.O.B. destination, freight prepaid

PRODUCT LINE: CULTURAL CENTER RESTROOM COUNTERTOPS

ITEM DESCRIPTION	Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL PROVIDE Material, Labor, and Equipment to install Solid Surface Countertops with Independent Laboratories in the Men's and Women's Restrooms at the Hattiesburg Cultural Center as per Specifications	07/11/12	1.00	BA \$6290.00	\$6290.00		7-18-12

TOTAL BID PRICE \$6290.00

Unfiled
7-24-12



QUOTE REQUEST RESPONSE FORM

Page No. 7/20/12
 Date 1823 00
 Order Number

DAVID LONE KITCHEN COUNT
 17 B LOWE RD
 LUMBERTON MS 39455-9263

CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

PRINTED NAME DAVID L. LOWE

Phone Number - . 601 5454512

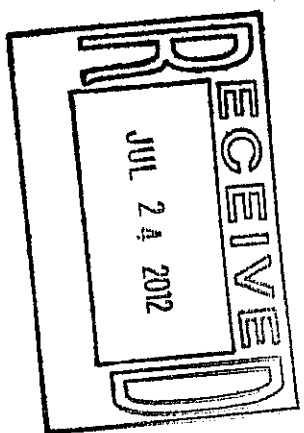
SIGNATURE David L. Lowe DATE 7/23/12

Shipping terms are F.O.B. destination, Freight prepaid

PROJECT LINE: CULTURAL CENTER RESTROOM COUNTERTOPS

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL: Provide Material, labor, and Equipment to install Solid Surface Countertops with Undermount Lavatories in the Men's and Women's Restrooms at the Hattiesburg Cultural Center as per Specifications	07/11/12	1.00	EA				

TOTAL BID PRICE \$9600.00



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 07/25/12
PO No. 125973
Req No. 1825

VENDOR MAILING:
SPECIALTY SERVICES LLC
PO BOX 15925
HATTIESBURG MS 39404-5925

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00081592

(601) 5454661
SHIP TO :
HATTIESBURG CULTURAL CENTER
723 MAIN STREET
HATTIESBURG MS 39401

PROJECT LINE: CULTURAL CENTER RESTROOMS-WOODEN PARTITIONS

PROCESSING CODE:

SEND METHOD 1 (601)2645344

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

077650.6350

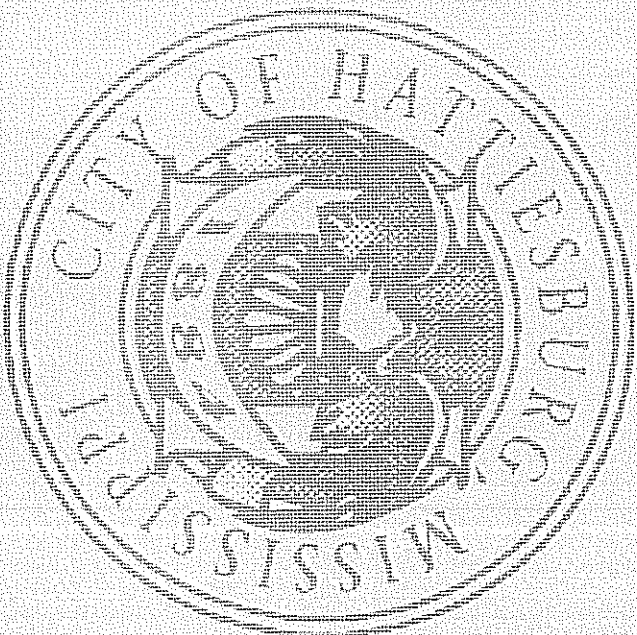
1.00

EA

17,900.0000

17,900.00

VENDOR SHALL
Provide Material, Labor and Equipment to install new
wooden restroom Partitions in the Men's and Women's Restroom
at the Hattiesburg Cultural Center as per Specifications



TOTAL CONTRACT AMOUNT NOT TO EXCEED

17,900.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK

Hattiesburg Cultural Center
Men's & Lady's Restrooms
Wooden Restroom Partition Specifications

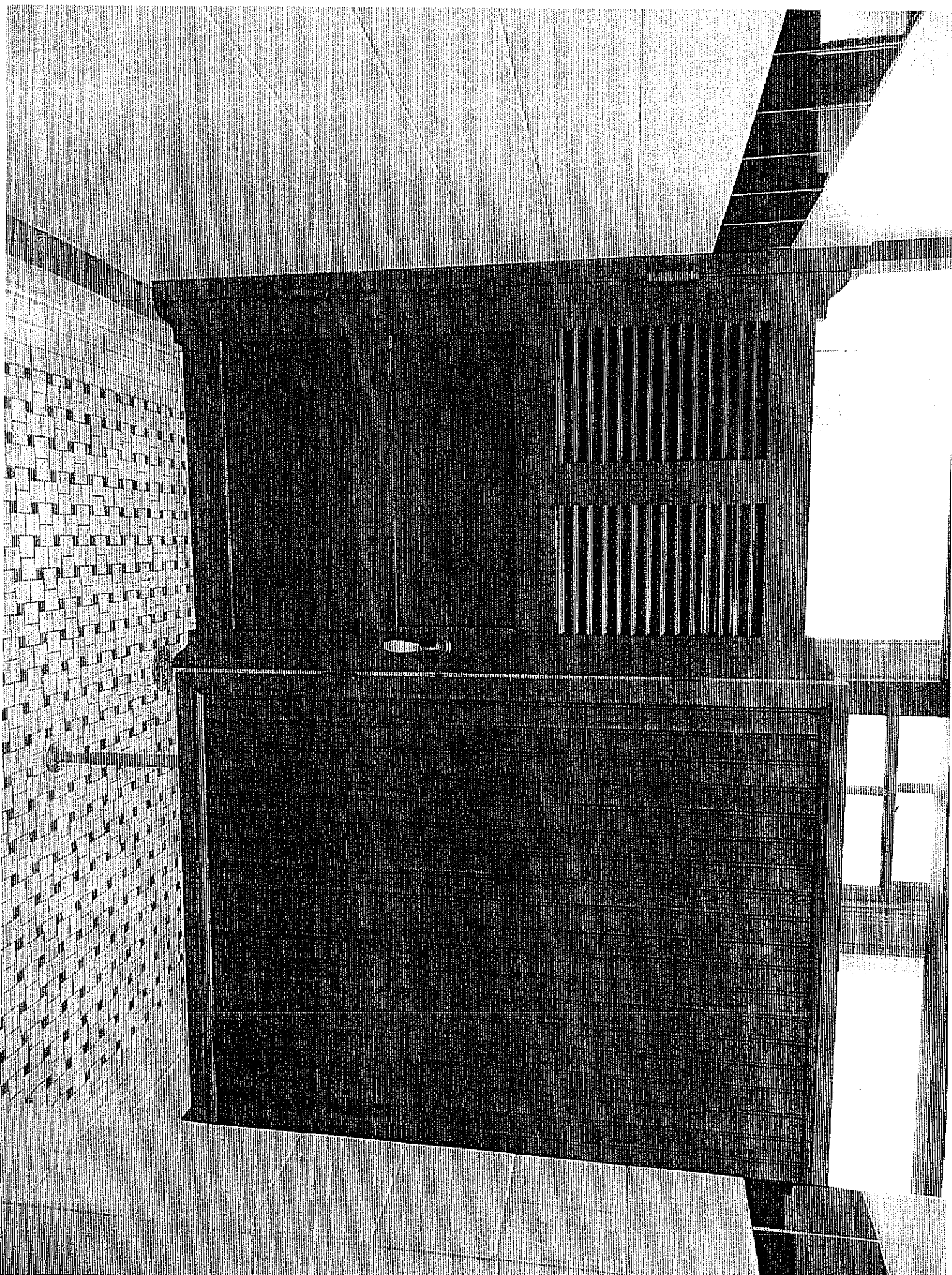
Vendor shall provide material, labor, and equipment to install new wooden restroom partitions in men's and women's restroom at the Hattiesburg Cultural Center. Vendor shall remove existing laminated partitions and hardware from both men's and women's restrooms. Vendor shall build new wooden partitions in existing layout to accommodate existing plumbing fixtures as near as possible. Vendor shall stain and seal all new wood. Stain shall match existing entrance doors to men's and women's restroom. All new wood shall be sealed with Stay's Clear High Gloss Finish. All new wooden partitions and trim shall be constructed using Spanish Cedar or Maple Wood, and shall be constructed to replicate the style partitions located at the Hattiesburg Train Depot. This shall include height of partitions, framework of partitions, hardware of partitions, and doors of partitions. Vendor shall also prep and stain Countertop Access Panel to match partitions and doors. Access Panel is provided by Countertop Installer. Vendor shall remove existing painted trim/casing from around existing entrance doors, (2) two in Women's Restroom and (1) one in Men's Restroom, and replace with stained trim to match entrance door and patricians.

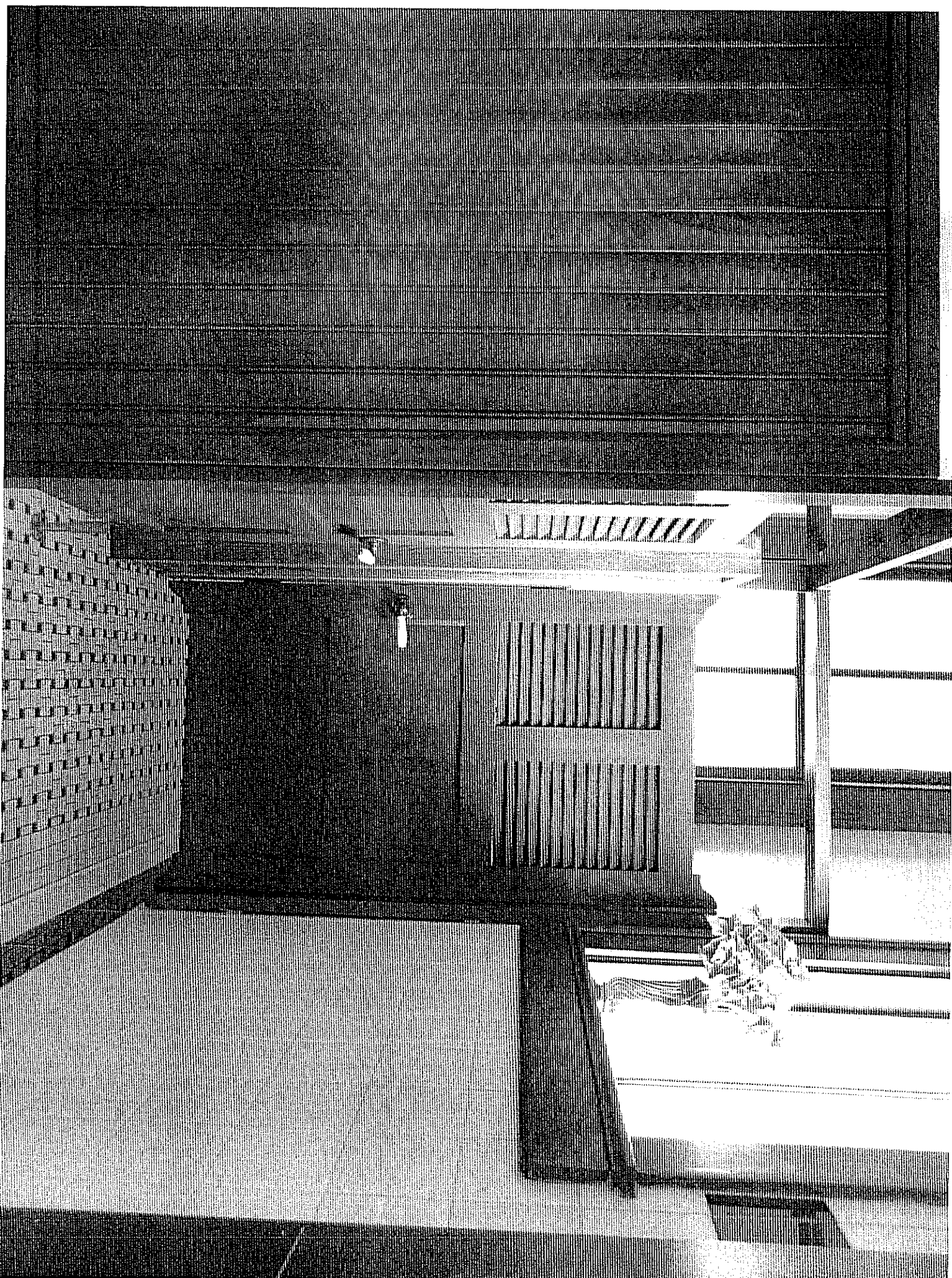
Vendor shall coordinate with City of Hattiesburg on exact stain selection prior to any installation.

Vendor shall coordinate with City of Hattiesburg on exact hardware selection prior to any installation.

Vendor shall be aware that this is a time sensitive installation due to event scheduling of the building.

Vendor shall be prepared to begin partition installation immediately following ceramic tile installation contractor.





CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

SPECIALTY SERVICES LLC
PO BOX 13925
HATTIESBURG MS 39404-5925

Page No. 1
Date 7/12/12
Order Number 1025 00
CITY OF HATTIESBURG
PURCHASING DIVISION
220 N. PROXY ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME Jeany Little
SIGNATURE [Signature] DATE 7/12/12

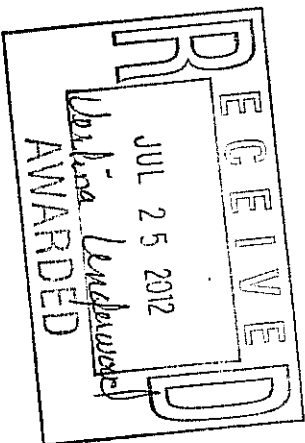
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CULTURAL CENTER RESTROOMS-WOODEN PARTITIONS

ITEM DESCRIPTION	REQUEST DATE	QTY	UNIT	UNIT PRICE	EXTENDED COST	DELIVERY DATE	EXPIRE DATE
VENDOR SEAL Provide Material, labor and Equipment to install new wooden restroom partitions in the Men's and Women's Restroom at the Hattiesburg Cultural Center as per Specifications	07/11/12	1.00	EA	N/A		30 days	7/31/12

TOTAL BID PRICE \$17,900-

Seventeen Thousand Nine Hundred
Ann Jones NM



ASH MILLWORKS
65 SPRINGFIELD RD
PETAL MS 39465-9839

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 7/20/12
Date 1825 00
Order Number

MAIL TO CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME A.S.H. MILLWORKS/A.S. HENNING

Phone Number . . 601 5454512

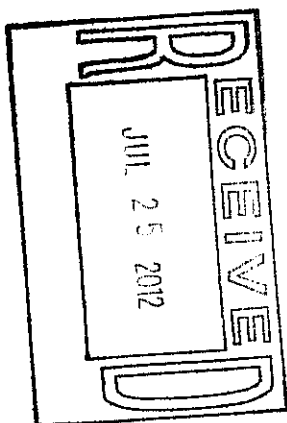
SIGNATURE A.S.H. Henning DATE 7/24/12

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CULTURAL CENTER RESTROOMS-WOODEN PARTITIONS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide Material, labor and Equipment to install new wooden restroom partitions in the Men's and Women's Restroom at the Hattiesburg Cultural Center as per Specifications	07/11/12	1.00	EA	18,400. ⁰⁰	18,400. ⁰⁰	07/12	08/11/12

TOTAL BID PRICE 18,400.⁰⁰





City of Hattiesburg, MS

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

Master

File Number: 2012-0959

File ID: 2012-0959

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/11/2012

Brief Title: Forfeiture of vehicle being placed in Police
Department inventory.

Final Action:

Minute Book Number: MB 2012-1268

Title:

Acknowledge receipt of forfeiture of (1) one 1999 Toyota Camry and
authorize said vehicle to be placed on the Hattiesburg Police Department
inventory.

Notes:

Sponsors:

Enactment Date:

Attachments: Forfeiture Vehicle

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	08/07/2012					

Text of Legislative File 2012-0959

Title

Acknowledge receipt of forfeiture of (1) one 1999 Toyota Camry and authorize said vehicle
to be placed on the Hattiesburg Police Department inventory.

Summary

Vehicle Forfeiture to be placed on Police Department inventory.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2012-0959

DECLARATION OF FORFEITURE

On the 13th day of April, 2012, Notice of Intention to Forfeit Seized Property was given to **JUSTIN CARMICHAEL** by personal service pursuant to Section 41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Petition requesting judicial review and contesting the forfeiture within thirty (30) days after the receipt of the Notice of Intention to Forfeit Seized Property, or the property described below would be forfeited to the 12th Circuit Court Narcotics Enforcement Team.

DESCRIPTION OF PROPERTY:

One (1) 1999 Toyota Camry
VIN#4T1BG22K5XU539646

APPROXIMATE VALUE:

\$4,000.00

More than thirty (30) days elapsed from the date on which the Notice of Intention to Forfeit Seized Property was provided to claimant and no Petition contesting the forfeiture and requesting judicial review was filed in the county court, if a county court exists, or otherwise in the circuit court of the county in which the seizure was made or in the county in which the criminal prosecution is brought or served upon the attorney for or representative of the seizing agency.

IT IS, THEREFORE, hereby declared that One (1) 1999 Toyota Camry, VIN#4T1BG22K5XU539646 is forfeited to the Hattiesburg Police Department to be distributed, used or disposed of according to law.

SO DECLARED, on this the 22nd day of May, 2012.

Patricia Burchell
Patricia Burchell
District Attorney

This day personally before me, the undersigned authority in and for the State and County aforesaid, the above named, Patricia Burchell, who solemnly and truly declared and affirmed before me that matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 22nd day of May, 2012.

Dale D. Ruddle





City of Hattiesburg, MS

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

Master

File Number: 2012-0958

File ID: 2012-0958

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/11/2012

Brief Title: Forfeiture Fund

Final Action:

Minute Book Number: MB 2012-1/268

Title:

Acknowledge receipt of (3) three checks totaling \$4,338.80 from the State of Mississippi to the Hattiesburg Police Department, and authorize monies to be placed in the Hattiesburg Police Department's Forfeiture Fund.

Notes:

Sponsors:

Enactment Date:

Attachments: Checks for Forfeiture Fund

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	08/07/2012					

Text of Legislative File 2012-0958

Title

Acknowledge receipt of (3) three checks totaling \$4,338.80 from the State of Mississippi to the Hattiesburg Police Department, and authorize monies to be placed in the Hattiesburg Police Department's Forfeiture Fund.

Summary

Forfeiture Fund

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2012-0958



STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

FORREST COUNTY BOARD OF SUPERVISORS



Hattiesburg, MS 39401
INFOLINE 1-888-797-7711

58-127/842
501

VOID AFTER 60 DAYS

040975
CHECK NO.
40975

Ref: 120-0114313 Claim No. 48

Fifty-Four And 50/100 Dollars

PAY TO THE ORDER OF:

CITY OF HATTIESBURG POLICE FOR*****

ATTN: TINA PERKINS
POST OFFICE BOX 1898
HATTIESBURG MS 39403

DATE
6/29/2012

AMOUNT
\$54.50

Jimmy C. Harsel
AUTHORIZED SIGNATURE

DETACH THIS PORTION, RETAIN FOR YOUR RECORDS.

STATE OF MISSISSIPPI FORREST COUNTY HATTIESBURG, MISSISSIPPI 39401 DEPOSITORY ACCOUNT

Account	Check Date	Description	Invoice	Amount
[REDACTED]	6/29/2012	TERRELL M SMITH	46858	54.50
			Total	54.50

**POLICE FORF FUND #19
RESTITUTION/CIRCUIT CLERK
FORREST COUNTY
A/R 019019.3323**

FORREST COUNTY BOARD OF SUPERVISORS



Hattiesburg, MS 38401
INFOLINE 1-888-797-7711

58-127/842
501

VOID AFTER 60 DAYS

040551
CHECK NO.
40551



STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

Ref: 120-0113819 Claim No. 43

Sixty-Five And 60/100 Dollars

DATE

6/ 5/2012

AMOUNT

\$65.60

PAY TO THE ORDER OF:

CITY OF HATTIESBURG POLICE FOR*****

ATTN: TINA PERKINS

POST OFFICE BOX 1898

HATTIESBURG MS 39403

Jimmy C. Harrell
AUTHORIZED SIGNATURE

DETACH THIS PORTION. RETAIN FOR YOUR RECORDS.

STATE OF MISSISSIPPI

FORREST COUNTY

HATTIESBURG, MISSISSIPPI 39401

DEPOSITORY ACCOUNT

Account	Check Date	Description	Invoice	Amount
[REDACTED]	6/ 5/2012	KAYLAND J PATREE	46873	65.60
			Total	65.60

POLICE FORF FUND #19

SEIZED PROPERTY FORFEITURES

A/R 019019.3323



STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

FORREST COUNTY BOARD OF SUPERVISORS



Hattiesburg, MS 38401
INFOLINE 1-888-797-7711

58-127/842
501

040504
CHECK NO.
40504

Ref: 120-0113747 Claim No. 33

Four Thousand Two Hundred Eighteen And 70/100
Dollars

DATE
5/30/2012

AMOUNT
\$4218.70

PAY TO THE ORDER OF:

CITY OF HATTIESBURG POLICE FOR*****

ATTN: TINA PERKINS
POST OFFICE BOX 1898
HATTIESBURG MS 39403

Jimmy C. Harsel
AUTHORIZED SIGNATURE

DETACH THIS PORTION, RETAIN FOR YOUR RECORDS.

STATE OF MISSISSIPPI FORREST COUNTY HATTIESBURG, MISSISSIPPI 39401 DEPOSITORY ACCOUNT

Account	Check Date	Description	Invoice	Amount
[REDACTED]	5/30/2012	WILLIE RANKIN	46870	107.20
		JOSEPH KELLY	46867	60.00
		DARIAN LEGGETT	46863	82.00
		ANTHONY JENKINS	46865	163.60
		AYANNA DOOLEY	46864	1480.40
		ANDREW MCLAUGHLIN 46859/46861	46866	134.50
		DEVON WARE	46860	761.60
		WILLIAM DURR	46857	463.20
		ANTHONY CARL BOLTON	46854	84.30
		CHARLES HARRIS	46853	50.30
	MICHAEL JAMAL HARRINGTON	46852	122.00	

*** CONTINUED *** SEE ATTACHMENT

Check Number 40504 Payee: CITY OF HATTIESBURG POLICE FOR
Check Date 5/30/2012 ATTN: TINA PERKINS
Ref: 120 - 113747 POLICE FOR FUND #19

Account No.	Description	Amount
[REDACTED]	WILLIE RANKIN	107.20
	JOSEPH KELLY	60.00
	DARIAN LEGGETT	82.00
	ANTHONY JENKIN	163.60
	AYANNA DOOLEY	1,480.40
	ANDREW MCLAUGHLIN 46859/46861	134.50
	DEVON WARE	761.60
	WILLIAM DURR	463.20
	ANTHONY CARL BOLTON	84.30
	CHARLES HARRIS	50.30
MICHAEL JAMAL HARRINGTON	122.00	
GARRICK WHITE	709.60	
	Check Total	4,218.70

SEIZED PROPERTY FORFEITURES

A/R 019019.3323



City of Hattiesburg, MS

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

Master

File Number: 2012-0985

File ID: 2012-0985

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2012

Brief Title: Acknowledge receipt of Patents

Final Action:

Minute Book Number: MB 2012-1/269

Title:

Acknowledge receipt of Patents of transferred property from the State of Mississippi and recording the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Patents 79174 79175

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0985

Title

Acknowledge receipt of Patents of transferred property from the State of Mississippi and recording the same.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

No. 79174

TRANSFER
FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1 (1972 as amended), providing for the intergovernmental transfer of Forfeited Tax Lands of the State of Mississippi, and

As said lands are now held by the State and the governmental subdivision hereinafter named has complied with all the requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises does hereby grant and convey to:

City of Hattiesburg

the following described land, to-wit:

Cm SW Cor SE 1/4 SW 1/4 E 25 ft to Bg N 70 ft MOL S to N In W 4th St W 70 ft MOL to Beg
Alt Parcel 18-227-0000-0004-063 PPIN 26021
Section 4, Township 4 North, Range 13 West
Parcel/PPIN: 2029E04108.00
Forrest County, Mississippi.

This the 16th day of July, 2012



Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-6373

Grantee:
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898
Tele: 601-545-4502

DELBERT ROSEMAN, Jr.
SECRETARY OF STATE

Phil Bryant
ASSISTANT SECRETARY OF STATE
GOVERNOR

Attest: C. Delbert Roseman, Jr.
SECRETARY OF STATE

Inst. 693131
Bk 1134 Pg 0255

1/96-24

TRANSFER
FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1 (1972 as amended), providing for the intergovernmental transfer of Forfeited Tax Lands of the State of Mississippi, and

As said lands are now held by the State and the governmental subdivision hereinafter named has complied with all the requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises does hereby grant and convey to:

City of Hattiesburg

the following described land, to-wit:

Lot 8 Less 50' Off E End Blk A Phillips and McInnis Sub Rec #18786 Alt Parcel
#235-0728-00A00900 PPIN 22901
Section 10, Township 4 North, Range 13 West
Parcel/PPIN: 2029J10073.00
Forrest County, Mississippi.

This the 16th day of July, 2012

C. DELBERT HOSEMANN Jr.

SECRETARY OF STATE

Therese Bryant
ASSISTANT SECRETARY OF STATE

GOVERNOR

Attest:

C. Delbert Hosemann Jr.

SECRETARY OF STATE



Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39203
Tele: (601) 359-6373

Grantee:
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898
Tele: 601-545-4502

Inst. 693132
Bk 1134 Pg 0256



City of Hattiesburg, MS

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

Master

File Number: 2012-0971

File ID: 2012-0971

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/23/2012

Brief Title: Acknowledge receipt of Permanent Utility Easement
for County Tax Parcel No. 2-028B-05-151.00.

Final Action:

Minute Book Number: MB 2012-1/269

Title:

Acknowledge receipt of Permanent Utility Easement from MVJ, LLC, for
County Tax Parcel No. 2-028B-05-151.00 for the construction and
maintenance of an existing and a proposed sewer line as needed for the
592 West Sewer Improvement Project.

Notes:

Sponsors:

Enactment Date:

Attachments: 20120723100352

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0971

Title

Acknowledge receipt of Permanent Utility Easement from MVJ, LLC, for County Tax Parcel
No. 2-028B-05-151.00 for the construction and maintenance of an existing and a proposed
sewer line as needed for the 592 West Sewer Improvement Project.

Summary

Acknowledge receipt of Permanent Utility Easement for County Tax Parcel No.
2-028B-05-151.00

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	MVJ, LLC
Department of Engineering	105 Walnut Street
PO Box 1898	Hattiesburg, MS 39401
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone: (601)544-6604
Account No.	Business No.

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS:

SE ¼ of the NW ¼, Section 5, Township 4
North, Range 13 West, City of Hattiesburg
Forrest County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: F04-1207S2
County Tax Parcel No.: 2-028B-05-151.00

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of **Ten Dollars and NO/100 (\$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 an existing and a proposed sewer line on the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

A part of Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 5 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as being 15.00 feet on either side of a Line described as follows:

- **Commencing** at a 2" Iron Pipe representing the Southeast Corner of Lot 11 of the Homewood Heights Third Survey as per map or plat on file in the Office of Chancery Clerk of Forrest County, said Corner also being a Point on the South Line of the said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
- thence run S89°22'11"E along said South Line to a Point on an Existing Sanitary Sewer Line and **Point of Beginning**;
- thence run N53°47'40"E along said Existing Sanitary Sewer Line for 161.49 feet,
- thence run N59°30'15"E along said Existing Sanitary Sewer Line for 254.94 feet,
- thence run N69°28'47"E and leaving said Existing Sanitary Sewer Line for 327.22 feet,
- thence run N07°06'23"E for 95.78 to a Point on the said Existing Sanitary Sewer Line and the **Point of Termination**;
- comprising 0.55 Acres (23,858 Square Feet), more or less.

The above described Parcel being a 30.00 foot wide Permanent Utility Easement

crossing the Real Property in the County of Forrest Land Records, Deed Book 811, Page 351, County Tax Parcel No. 2-028B-05-151.00.

The Grantee currently has an active sewer line that is located over much of the property that is described above. However, there is a portion of said sewer line that is located on Grantor's property that is outside of the property described above, more particularly that portion of the active sewer line near Grantor's eastern boundary. It is the intention of Grantee to locate its new sewer line completely within the boundary of the easement conveyed herein. After completion of the sewer line, Grantee agrees to abandon and forfeit its rights, if any, to the property where the old sewer line is currently located, but which falls outside of the easement described herein.

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.

This instrument may be executed in multiple counterparts with each separate counterparts consisting of a valid and binding conveyance. Each of the undersigned agree that for recording purposes their respective signature pages and acknowledgments may be removed from for their respective counterpart and attached to a single original of this instrument.

Witness (my) (our) signature this the 18th day of July A.D., 20 12

M.V.J., LLC

By:

Signature: _____

Date: _____

Print Name: Dan Reikes, Member

Signature: _____

Date: _____

Print Name: Suzanna Hale Smith, Member

Signature: _____

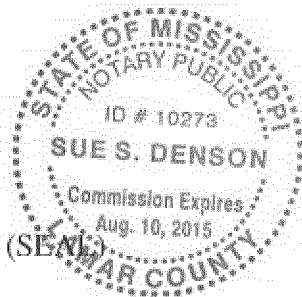
Date: July 18, 2012

**Print Name: Robert T. Jackson, Sr.,
Trustee for the Anna Hale Exempt Trust
U/W FBO Carl Ray Hale, Jr., Member**

STATE OF MS

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for said County and State, on this, 18th day of July, 20 12, within my jurisdiction, the within-named, **Robert T. Jackson, Sr.**, who acknowledged that he is **Trustee for the Anna Hale Exempt Trust U/W FBO Carl Ray Hale, Jr., Member**, and that for and on behalf of said Trust and as its act and deed, and as a member of **M.V.J., LLC**, a Mississippi limited liability company, and that in said capacity and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



Sue S. Denson
(NOTARY PUBLIC)

My commission expires: _____

This instrument may be executed in multiple counterparts with each separate counterparts consisting of a valid and binding conveyance. Each of the undersigned agree that for recording purposes their respective signature pages and acknowledgments may be removed from for their respective counterpart and attached to a single original of this instrument.

Witness (my) (our) signature this the 17th day of July A.D., 20 12

M.V.J., LLC

By:

Signature: _____

Date: _____

Print Name: Dan Reikes, Member

Signature: Suzanna Hale Smith

Date: 07-17-12

Print Name: Suzanna Hale Smith, Member

Signature: _____

Date: _____

**Print Name: Robert T. Jackson, Sr.,
Trustee for the Anna Hale Exempt Trust
U/W FBO Carl Ray Hale, Jr., Member**

STATE OF Mississippi

COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for said County and State, on this, 1st day of July, 20 12, within my jurisdiction, the within-named, **Suzanna Hale Smith**, who acknowledged that she is member of **M.V.J., LLC**, a Mississippi limited liability company, and that in said capacity, and that for and on behalf of said company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.



(SEAL)

My commission expires: Dec 12, 2013

This instrument may be executed in multiple counterparts with each separate counterparts consisting of a valid and binding conveyance. Each of the undersigned agree that for recording purposes their respective signature pages and acknowledgments may be removed from for their respective counterpart and attached to a single original of this instrument.

Witness (my) (our) signature this the 11th day of July A.D., 2012

M.V.J., LLC

By: Dan Reikes
Signature: Dan Reikes
Date: 7/11/12
Print Name: Dan Reikes, Member

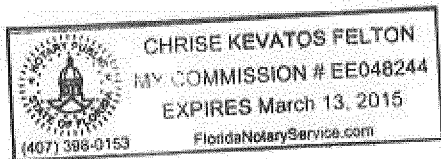
Signature: _____
Date: _____
Print Name: Suzanna Hale Smith, Member

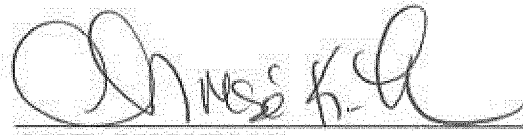
Signature: _____
Date: _____
Print Name: Robert T. Jackson, Sr.,
Trustee for the Anna Hale Exempt Trust
U/W FBO Carl Ray Hale, Jr., Member

STATE OF FLORIDA

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for said County and State, on this, 11 day of July, 2012, within my jurisdiction, the within-named, **Dan Reikes**, who acknowledged that he is member of **M.V.J., LLC**, a Mississippi limited liability company, and that in said capacity, and that for and on behalf of said company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



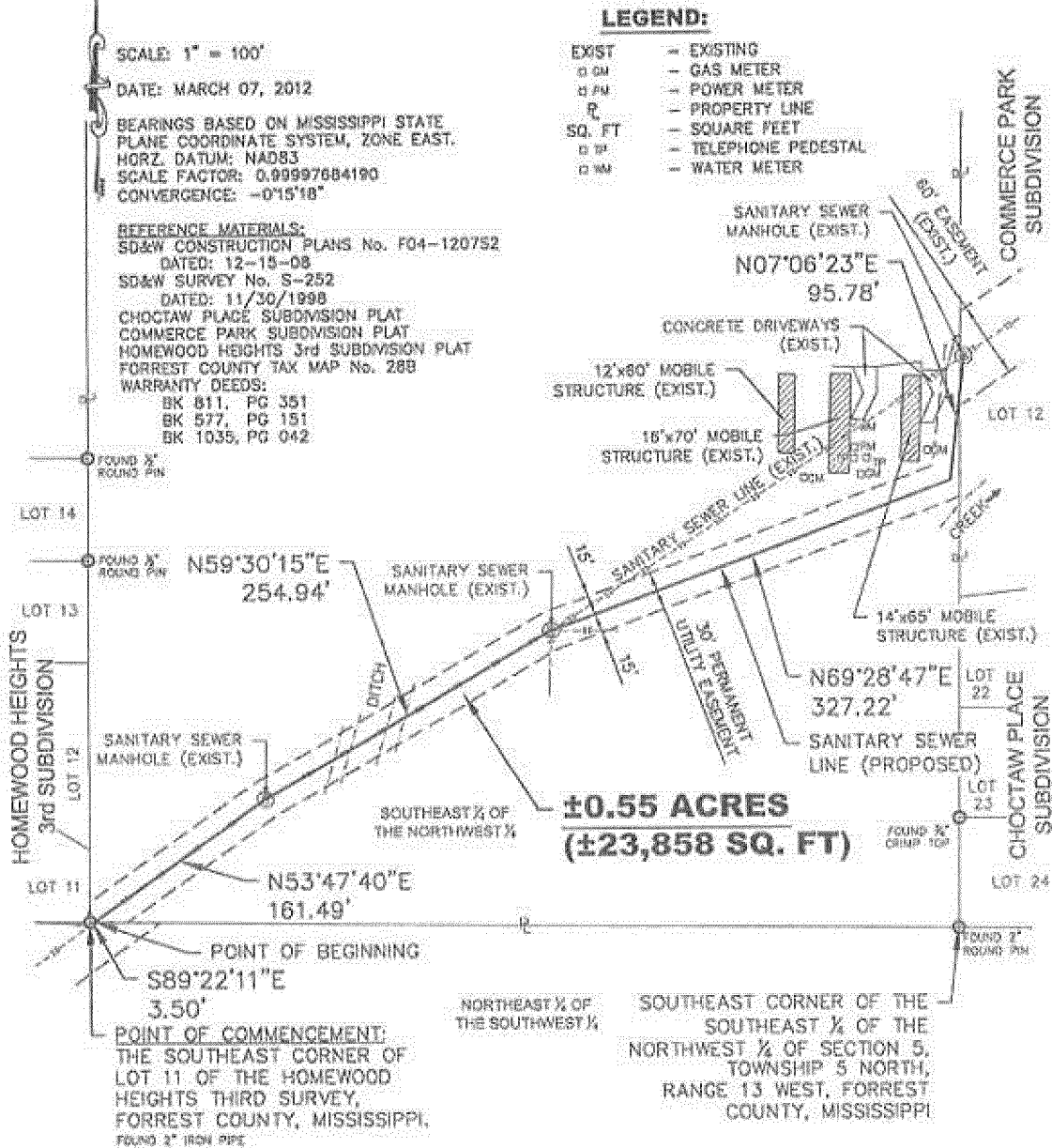

(NOTARY PUBLIC)

(SEAL)

My commission expires: 3/13/2015

ATTACHMENT "A"

COUNTY TAX PARCEL No. 2-028B-05-151.00



LEGAL DESCRIPTION:

A part of Southeast ¼ of the Northwest ¼ of Section 5, Township 5 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as being 15.00 feet on either side of a Line described as Commencing at a 2" Iron Pipe representing the Southeast Corner of Lot 11 of the Homewood Heights Third Survey as per map or plat on file in the Office of Chancery Clerk of Forrest County, said Corner also being a Point on the South Line of the said Southeast ¼ of the Northwest ¼; thence run S89°22'11"E along said South Line to a Point on an Existing Sanitary Sewer Line and Point of Beginning; thence run N53°47'40"E along said Existing Sanitary Sewer Line for 161.49 feet, thence run N59°30'15"E along said Existing Sanitary Sewer Line for 254.94 feet, thence run N69°28'47"E and leaving said Existing Sanitary Sewer Line for 327.22 feet, thence run N07°06'23"E for 95.78 to a Point on the said Existing Sanitary Sewer Line and the Point of Termination; comprising 0.55 Acres (23,858 Square Feet), more or less.



NOTE:
 THIS IS NOT A LEGAL SURVEY



City of Hattiesburg, MS

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

Master

File Number: 2012-0979

File ID: 2012-0979

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/24/2012

Brief Title: Acknowledge receipt of Street Deed for West Park Drive and accept street for maintenance.

Final Action:

Minute Book Number: MB 2012-1/269

Title:

Acknowledge receipt of a Street Deed conveyed unto the City of Hattiesburg by York Real Estate Company and KRE, LLC for property described as Lamar County Tax Parcel No. 051P-11-027.000 and more particularly described in the attached deed; Accept said street for maintenance and upkeep.

Notes:

Sponsors:

Enactment Date:

Attachments: Street Deed - West Park Drive

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0979

Title

Acknowledge receipt of a Street Deed conveyed unto the City of Hattiesburg by York Real Estate Company and KRE, LLC for property described as Lamar County Tax Parcel No. 051P-11-027.000 and more particularly described in the attached deed; Accept said street for maintenance and upkeep.

Summary

Acknowledge receipt of a Street Deed conveyed unto the City of Hattiesburg by York Real Estate Company and KRE, LLC for property described as Lamar County Tax Parcel No.

051P-11-027.000 and more particularly described in the attached deed; Accept said street for maintenance and upkeep.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:

City of Hattiesburg

Department of Engineering

PO Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Account No.

Grantor Address:

York Real Estate Company and

KRE, LLC

P.O. Box 908

Columbia, MS 39429

Phone: 601-736-5367

Business No.

STREET DEED**INDEXING INSTRUCTIONS:**

Northeast ¼ of the Southeast ¼ of Section 11
Township 4 North, Range 14 West
City of Hattiesburg
Lamar County, Mississippi

Lamar County
Tax Parcel No.: 051P-11-027.000

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, 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 **Street Deed** over, across and upon a parcel of real property, located in the City of Hattiesburg, County of Lamar, State of Mississippi:

A part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commence** at an iron pin found on the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 4 North, Range 14 West, Lamar County Mississippi; thence S89°20'08"W for a distance of 202.43 feet to a iron pin, said point being the **Point of Beginning**;
- thence continue along said line S89°20'08"W for a distance of 61.39 feet to a concrete monument;
- thence N36°32'48"E for 135.93 feet to a iron pin;
- thence N18°33'25"E for 34.62 feet to a iron pin;
- thence N01°02'25"W for 2.51 feet to a iron pin;
- thence N89°23'24"E for 10.00 feet to a iron pin;
- thence N01°01'03"W for 223.36 feet to a iron pin;
- thence N00°27'11"W for 243.66 feet to a iron pin on the South Right of Way line of U.S. Highway 98;
- thence along said Right of Way around a curve to the left, said curve having a arc length of 28.22 feet, a radius of 17457.60 feet, a delta of 0°05'33", a chord length of 28.22 feet, and a chord bearing of N80°48'02"E to a iron pin;
- thence leaving said Right of Way, run S00°23'35"E for 214.13 feet to a iron pin;
- thence S00°32'21"E 256.61 feet to a iron pin;
- thence East for 33.93 feet to a iron pin;
- thence S00°27'34"W 12.65 feet to a iron pin;

- thence S37°11'43"W for 165.76 feet back to the **Point of Beginning**.
- Said parcel contains 0.51 acres more or less.

See Exhibit "A"

The Grantee herein is given the right to do whatever may be necessary or proper for the enjoyment of the rights herein granted, including the right of ingress and the right to clear said Right-of-Way so selected of such shrubs, trees, and other vegetation as may be necessary.

I/we fully understand that we have the right to request that a fair market value appraisal of the property be made and I/we hereby waive that right. I/we further understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/we hereby waive our right to just compensation and donate the real property herein described to the City of Hattiesburg.

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.

The conveyance is subject to any and all easements for public utilities that belong to the City of Hattiesburg as presently laid out, constructed or in use.

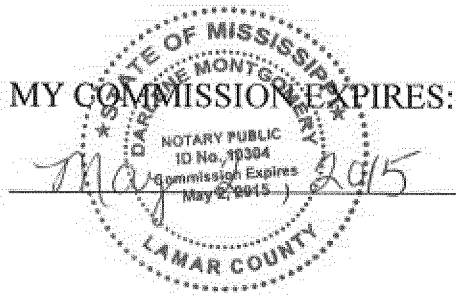
STATE OF MISSISSIPPI

COUNTY OF LAMAR

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 25th day of April, 2012, within my jurisdiction, the within named Paige York and John York, who acknowledged that they signed, executed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned.

Lauren Montgomery
NOTARY PUBLIC

MY COMMISSION EXPIRES:





City of Hattiesburg, MS

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

Master

File Number: 2012-0980

File ID: 2012-0980

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/24/2012

Brief Title: Acknowledge receipt of Permanent Utility Easement from Camelot Apartment, Inc. for Forrest County Tax Parcel No. 2-028E-06-137.00.

Final Action:

Minute Book Number: 2012-1/269

Title:

Acknowledge receipt of a Permanent Utility Easement from Camelot Apartments, Inc. DBA Fountainbleau Apartments for a portion of Forrest County Tax Parcel No. 2-028E-06-137.00 for the construction and maintenance of a proposed sewer line.

Notes:

Sponsors:

Enactment Date:

Attachments: Camelot Apts Exhibit Signed

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0980

Title

Acknowledge receipt of a Permanent Utility Easement from Camelot Apartments, Inc. DBA Fountainbleau Apartments for a portion of Forrest County Tax Parcel No. 2-028E-06-137.00 for the construction and maintenance of a proposed sewer line.

Summary

Acknowledge receipt of a Permanent Utility Easement for a portion of Forrest County Tax Parcel No. 2-028E-06-137.00 for the construction and maintenance of a proposed sewer line.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Camelot Apartments, Inc.
Department of Engineering	Db a Fountainbleau Apts.
PO Box 1898	3317 West 4 th Street
Hattiesburg, MS 39403-1898	Hattiesburg, MS 39401
Phone: (601) 545-4540	Phone:
Account No.	Business No.

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS:

Southwest ¼ of the Southeast ¼, Section 6
Township 4 North, Range 13 West
City of Hattiesburg
Forrest County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1235-051
County Tax Parcel No.: 2-028E-06-137.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, 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 the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
- thence run East for 107.00 feet,
- thence run North for 852.00 feet to the Northeast Corner of the Grantor's Property and a Point on the Southwestern Right of Way Line of the Longleaf Trace, formerly Mississippi Central Railroad Company and/or Illinois Central Railroad Company, said Point being the **Point of Beginning**;
- thence run South along the East Line of the Grantor's Property for 36.06 feet,
- thence run N76°03'19"W for 10.78 feet,
- thence run N13°56'41"E for 35.00 feet to a Point on the said Southwestern Right of Way Line,
- thence run S76°03'19"E along said Southwestern Right of Way Line for 2.09 feet to the **Point of Beginning**,
- comprising 0.005 Acres (225 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 449, Page 650, County Tax Parcel No. 2-028E-06-137.00.

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 this the 10 day of April A.D., 20 12

Signature/Date: Ray D. Hawkins
Print Name: Ray D. Hawkins 4-10-12

Signature/Date: _____
Print Name: _____

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of April, 20 12 within my jurisdiction, the within named Ray D. Hawkins and

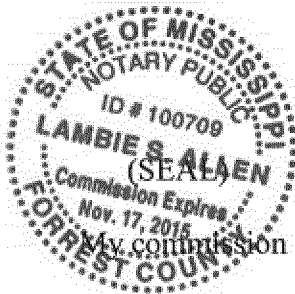
Instrument Signer Name

Instrument Signer Name

Instrument Signer Name

who

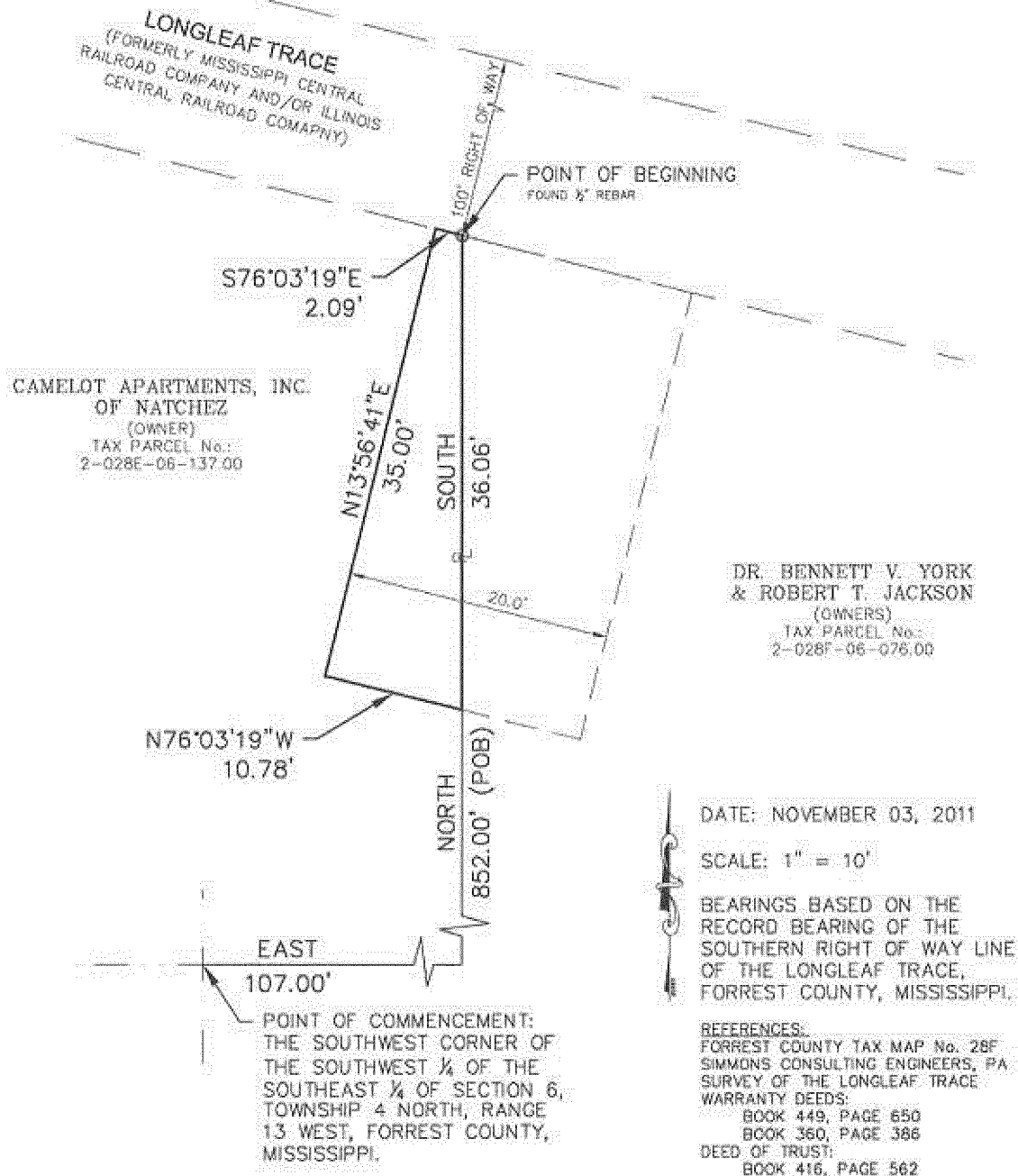
acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.



Lambie S. Allen (NOTARY PUBLIC)

My commission expires: November 17, 2015

EXHIBIT "A"
TAX PARCEL No. 2-028E-06-137.00



LEGAL DESCRIPTION:

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Commencing at the Southwest Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run East for 107.00 feet, thence run North for 852.00 feet to the Northeast Corner of the Grantor's Property and a Point on the Southwestern Right of Way Line of the Longleaf Trace, formerly Mississippi Central Railroad Company and/or Illinois Central Railroad Company, said Point being the Point of Beginning; thence run South along the East Line of the Grantor's Property for 36.06 feet, thence run N76°03'19"W for 10.78 feet, thence run N13°56'41"E for 35.00 feet to a Point on the said Southwestern Right of Way Line, thence run S76°03'19"E along said Southwestern Right of Way Line for 2.09 feet to the Point of Beginning, comprising 0.005 Acres (225 Square Feet), more or less.



DISCLAIMER:

THIS DOCUMENT IS NOT A LEGAL SURVEY.



City of Hattiesburg, MS

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

Master

File Number: 2012-0982

File ID: 2012-0982

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: Acknowledge receipt of Permanent Utility Easement from Lexington Apartments for Forrest County Tax Parcel No. 2-028F-06-076.00.

Final Action:

Minute Book Number: MB 2012-1/269

Title:

Acknowledge receipt of a Permanent Utility Easement from Lexington Apartments for a portion of Forrest County Tax Parcel No. 2-028F-06-076.00 for the construction and maintenance of a proposed sewer line.

Notes:

Sponsors:

Enactment Date:

Attachments: Lexington Utility Easement for City of Hattiesburg

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0982

Title

Acknowledge receipt of a Permanent Utility Easement from Lexington Apartments for a portion of Forrest County Tax Parcel No. 2-028F-06-076.00 for the construction and maintenance of a proposed sewer line.

Summary

Acknowledge receipt of a Permanent Utility Easement for a portion of Forrest County Tax Parcel No. 2-028F-06-076.00.00 for the construction and maintenance of a proposed sewer line.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Lexington Apartments
Department of Engineering	3315 West 4 th Street
PO Box 1898	Hattiesburg, MS 39401
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone:
Account No.	Business No.

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS:	Southwest ¼ of the Southeast ¼, Section 6 Township 4 North, Range 13 West City of Hattiesburg Forrest County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1235-051
County Tax Parcel No.: 2-028F-06-076.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, 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 the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
- thence run East for 107.00 feet,
- thence run North for 852.00 feet to the Northwest Corner of the Grantor's Property and a Point on the Southwestern Right of Way Line of the Longleaf Trace, formerly Mississippi Central Railroad Company and/or Illinois Central Railroad Company, said Point being the **Point of Beginning**;
- thence run S76°03'19"E along said Southwestern Right of Way Line for 17.91 feet,
- thence run S13°56'41"W for 35.00 feet,
- thence run N76°03'19"W for 9.22 feet to a Point on the West Line of the Grantor's Property,
- thence run North along said West Line for 36.06 feet to the **Point of Beginning**,
- comprising 0.011 Acres (475 Square Feet), more or less.

Dr Bennett V York
County Tax Parcel No.: 2-028F-06-076.00

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 437, Page 261 and Book 425, Page 006, County Tax Parcel No. 2-028F-06-076.00.

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 this the 7 day of May A.D., 20 12

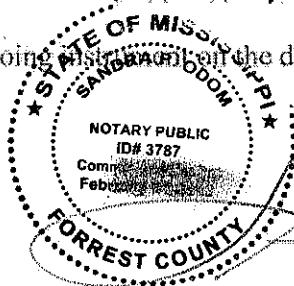
Signature/Date:

Print Name: Bennett V. York

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 7 day of May, 20 12, within my jurisdiction, the within named Bennett V. York 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.



(SEAL)

My commission expires: _____

Dr Bennett V York
County Tax Parcel No.: 2-028F-06-076.00



City of Hattiesburg, MS

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

Master

File Number: 2012-0999

File ID: 2012-0999

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2012

Brief Title: Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way for the 4th Street Expansion Phase I, project No. HPP-8750-00-(003) LPA 104873-801000.

Final Action:

Minute Book Number: MB 2012-1/269

Title:

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase I, project No. HPP-8750-00-(003) LPA 104873-801000, as listed below:

Parcel No.	Owner	Document Type
2-028I-08-311.00 Way	The House of the Lord FGBC	Warranty Deed / Right of
2-028I-08-238.00 Way	Heritage Investments, Inc.	Warranty Deed / Right of
2-028I-08-238.00 Easement	Heritage Investments, Inc.	Temporary Construction
2-029L-09-037.00 Easement	Anointed Word Ministries	Temporary Construction
2-028J-08-013.00 C012-0329	SFT, LP	Eminent Domain Order
2-028J-08-127.00 C012-0387	Sandra Willis	Eminent Domain Order
2-028I-08-239.00 C012-0328	Larry T. Johnson	Eminent Domain Order
2-028J-08-015.00 C012-0382	Michelle M.G. Hill	Eminent Domain Order
2-028J-08-015.01 C012-0384	Michelle M.G. Hill	Eminent Domain Order
2-028J-08-015.02 C012-0385	Michelle M.G. Hill	Eminent Domain Order
2-028I-08-171.00 C012-0388	Chinaberry Properties, LLC	Eminent Domain Order
2-028I-08-242.00 C012-0381	Lucille Reed	Eminent Domain Order

Notes:

Sponsors:

Enactment Date:

Attachments: Recorded Deeds 8-7-12, Recorded Deeds 8-7-12

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0999

Title

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase I, project No. HPP-8750-00-(003) LPA 104873-801000, as listed below:

Parcel No.	Owner	Document Type
2-028I-08-311.00	The House of the Lord FGBC	Warranty Deed / Right of Way
2-028I-08-238.00	Heritage Investments, Inc.	Warranty Deed / Right of Way
2-028I-08-238.00	Heritage Investments, Inc.	Temporary Construction Easement
2-029L-09-037.00	Anointed Word Ministries	Temporary Construction Easement
2-028J-08-013.00	SFT, LP	Eminent Domain Order C012-0329
2-028J-08-127.00	Sandra Willis	Eminent Domain Order C012-0387
2-028I-08-239.00	Larry T. Johnson	Eminent Domain Order C012-0328
2-028J-08-015.00	Michelle M.G. Hill	Eminent Domain Order C012-0382
2-028J-08-015.01	Michelle M.G. Hill	Eminent Domain Order C012-0384
2-028J-08-015.02	Michelle M.G. Hill	Eminent Domain Order C012-0385
2-028I-08-171.00	Chinaberry Properties, LLC	Eminent Domain Order C012-0388
2-028I-08-242.00	Lucille Reed	Eminent Domain Order C012-0381

Summary

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase I, project No. HPP-8750-00-(003) LPA 104873-801000.

Budget Information

Expenditure Type

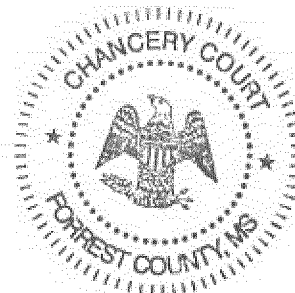
Purchasing Item

Publication Information

4th Street Expansion Project - Phase I
Project No. HPP-8750-00(003) LPA 104873-801000

Parcel No.	Owner	Document Type	Recorded At		
			Inst.	Bk	Pg
2-028I-08-311.00	The House of the Lord FGBC	Warranty Deed / Right of Way	692241	1132	0650
2-028I-08-238.00	Heritage Investments, Inc.	Warranty Deed / Right of Way	691908	1132	0209
2-028I-08-238.00	Heritage Investments, Inc.	Temporary Construction Easement	691907	1132	0204
2-029L-09-037.00	Anointed Word Ministries	Temporary Construction Easement	692086	1132	0459
2-028J-08-013.00	SFT, LP	Eminent Domain Order C012-0329	692165	1132	0548
2-028J-08-127.00	Sandra Willis	Eminent Domain Order C012-0387	692166	1132	0553
2-028I-08-239.00	Larry T. Johnson	Eminent Domain Order C012-0328	692168	1132	0563
2-028J-08-015.00	Michelle M.G. Hill	Eminent Domain Order C012-0382	692169	1132	0568
2-028J-08-015.01	Michelle M.G. Hill	Eminent Domain Order C012-0384	692170	1133	0573
2-028J-08-015.02	Michelle M.G. Hill	Eminent Domain Order C012-0385	692172	1132	0583
2-028I-08-171.00	Chinaberry Properties, LLC	Eminent Domain Order C012-0388	692171	1133	0578
2-028I-08-242.00	Lucille Reed	Eminent Domain Order C012-0381	692167	1132	0558

Forrest County
Filed/Recorded JULY 2 2012 01:47:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-311.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum and amount of One Thousand Thirty Dollars and No/100 (\$1,030.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged

The House of the Lord FGBC, Inc., Grantor,
2000 West 4th Street,
Hattiesburg, MS 39401,
Telephone no. (601) 584-0940;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

Indexing Instructions: Lot 1, Block 5 of the T. W. Wilson Survey, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Inst. 692241
Bk 1132 Pg 0650

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

The Grantor herein agrees to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 11th day of MAY, 2012.

The House of the Lord FGBC, Inc.

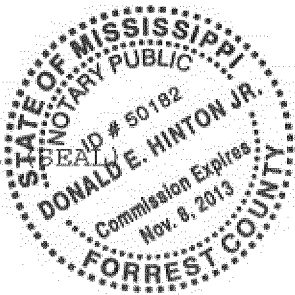
BY: Bishop H Williams
ITS: PASTOR

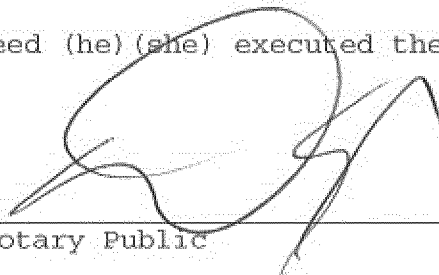
Inst. 692241
Bk 1132 Pg 0651

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11th day of MAY, 2012 within my jurisdiction, the within named BISHOP HEART WILLIAMS, who acknowledged that (he) (she) is PASTOR of The House of the Lord FGBC, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing Warranty Deed.




Notary Public

Inst. 692241
Bk 1132 Pg 0652

Inst. 692241
Bk 1132 Pg 0653

PREPARED BY:



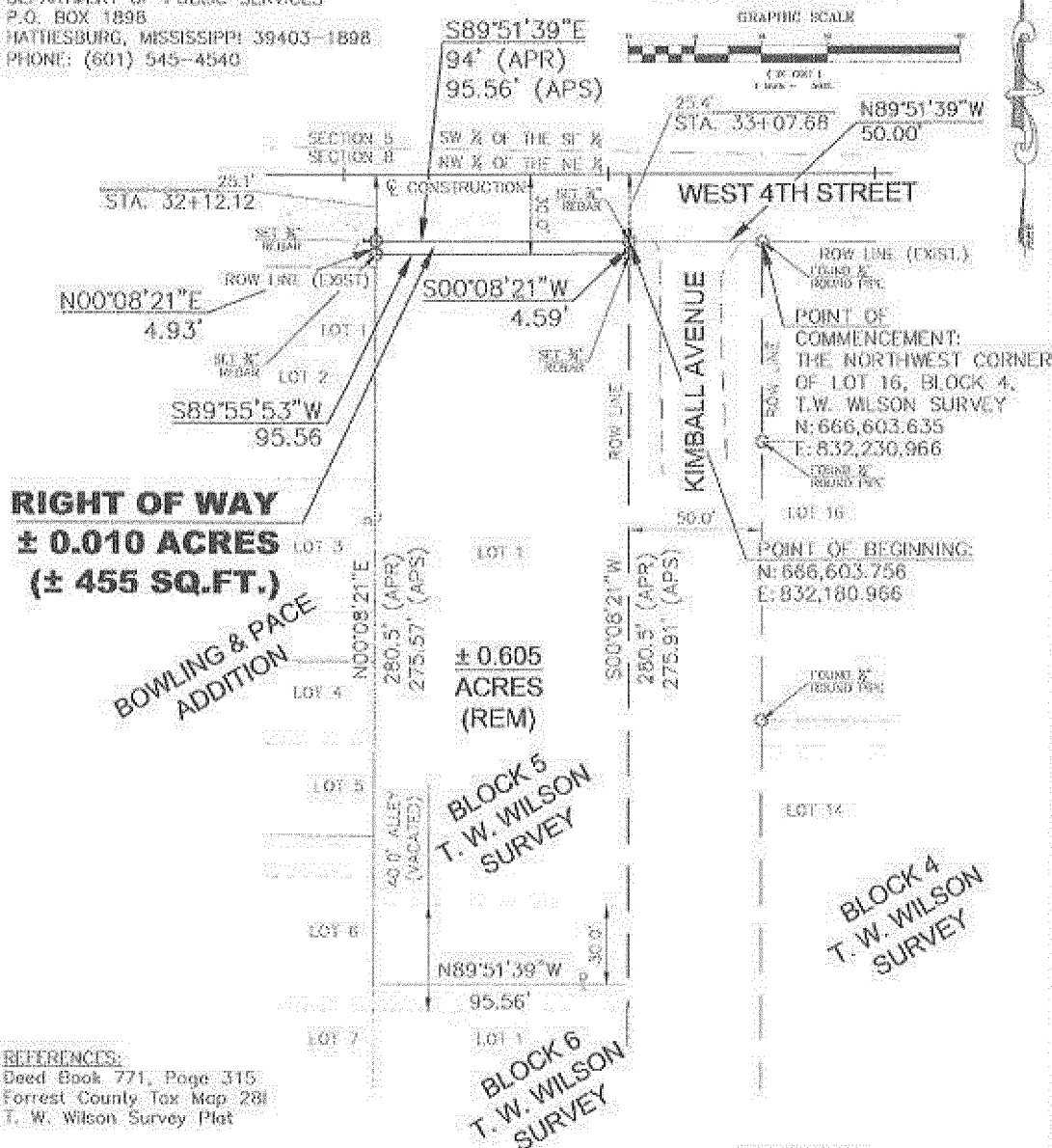
CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"



REFERENCES:

Deed Book 771, Page 315
Forrest County Tax Map 281
T. W. Wilson Survey Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: THE HOUSE OF THE LORD FCBC, INC.
NORTHWEST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HBP-8750-00003 LPA/104873-001003
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-0281-00-311.00

EXHIBIT "B"

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 1, Block 5 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at Found $\frac{1}{2}$ " Round Pipe representing the Northwest Corner of Lot 16, Block 4 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,603.635 feet and E 832,230.966 feet on the above referenced East Zone Grid, said Corner being the Intersection of the Existing Southern Right of Way Line of West 4th Street and the Eastern Right of Way Line of Kimball Avenue;
- thence run N89°51'39"W for 50.00 feet to the Northeast Corner of Lot 1, Block 5 of the said T. W. Wilson Survey and the Point of Beginning and having a Grid value of N 666,603.756 feet and E 832,180.966 feet on the above referenced East Zone Grid, said Corner also being the Intersection of the said Existing Southern Right of Way Line and the Western Right of Way Line of said Kimball Avenue,
- thence run S00°08'21"W along the East Line of said Lot 1 for 4.59 feet,
- thence run S89°55'53"W for 95.56 feet to a Point on the West Line of said Lot 1,
- thence run N00°08'21"E along the said West Line for 4.93 feet to the Northwest Corner of said Lot 1, said Corner also being a Point on the said Existing Southern Right of Way Line,
- thence run S89°51'39"E along said Existing Southern Right of Way Line for 95.56 feet to the Point of Beginning,
- comprising 0.010 Acres, more or less.

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

ATTORNEYS AT LAW

MILBRANCH OFFICE PARK
140 MAYFAIR RD., SUITE 700
HATTIESBURG, MISSISSIPPI 39402

JACK H. PITTMAN
CHRISTOPHER M. HOWDESHELL
DONALD E. HINTON, JR.*
KARL C. HIGHTOWER

R. KEITH BALL, JR.
BENJAMIN A. SNOW

July 12, 2012

TELEPHONE: 601 264-3314
FACSIMILE: 601 261-3411

*ALSO ADMITTED IN ALABAMA

REPLY TO:
P.O. DRAWER 17138
HATTIESBURG, MS 39404-7138

Mr. Craig Dearman
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: West Fourth Street Expansion Project
Project No. HPP-8750-00(003) LPA/104873-801000

Dear Mr. Dearman:

Please find enclosed herein original conveyance documents
for the following parcels:

2-028I-08-238.00 (Heritage Investments, Inc.
Warranty Deed);
2-028I-08-238.00 (Heritage Investments, Inc.
Temporary Construction Easement);
2-029L-09-037.00 (Anointed Word Ministries of Hattiesburg
Temporary Construction Easement);
2-028J-08-013.00 (SFT, LP
Order Granting Plaintiff Right of
Immediate Title and Possession);
2-028J-08-127.00 (Sandra Willis
Order Granting Plaintiff Right of
Immediate Title and Possession);
2-028I-08-239.00 (Larry T. Johnson
Order Granting Plaintiff Right of
Immediate Title and Possession);
2-028J-08-015.00 (Michelle M.G. Hill
Order Granting Plaintiff Right of
Immediate Title and Possession);
2-028J-08-015.01 (Michelle M.G. Hill
Order Granting Plaintiff Right of
Immediate Title and Possession);
2-028J-08-015.02 (Michelle M.G. Hill
Order Granting Plaintiff Right of
Immediate Title and Possession), and

Mr. Craig Dearman
City of Hattiesburg
Engineering Department
Page Two
July 12, 2012

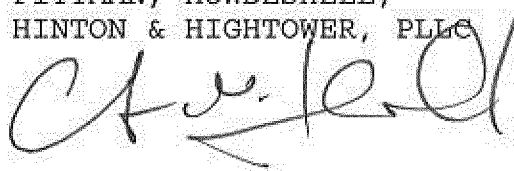
2-028I-08-171.00 (Chinaberry Properties, LLC
Order Granting Plaintiff Right of
Immediate Title and Possession).

Please also accept this correspondence as notification to the City that the acquisition phase of this project is now complete as to our firm's obligations. Mr. Ronnie Shivers with MDOT has inspected our acquisition files and accepted same.

Please call should you have any questions.

Respectfully,

PITTMAN, HOWDESHELL,
HINTON & HIGHTOWER, PLLC

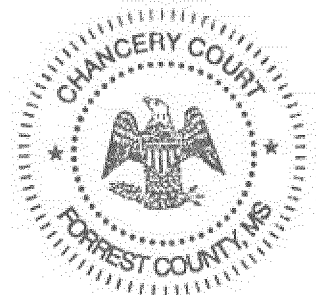
A handwritten signature in black ink, appearing to read "C. M. Howdeshell", written over the printed name of the signatory.

Christopher M. Howdeshell

CMH:bws

Enclosures

Forrest County
Filed/Recorded JUNE 26 2012 04:04:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-238.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Eight
Hundred Eighty and No/100 Dollars (\$880.00), cash in hand paid,
the receipt and sufficiency of which are hereby acknowledged,

Heritage Investments, Inc.
c/o Michael C. Barefield, Esq.
Post Office Box 16826
Hattiesburg, MS 39404-6826
Telephone No. (601) 336-7396

Grantor, does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi,
a Municipal Corporation
214 West Front Street
Hattiesburg, MS 39401
(601) 545-4642

Inst. 691908
Bk 1132 Pg 0209

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

The Grantor herein agrees to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any

kind.

Witness my signature, this the 17th day of April,

A.D. 2012.

HERITAGE INVESTMENTS, INC.

BY:

Stone D. Barefield

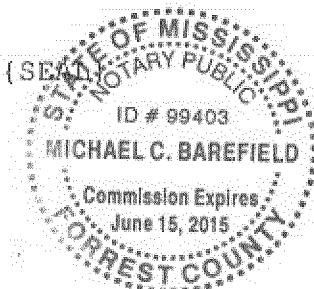
TITLE:

President

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in
and for the said county and state aforesaid, the within named
Stone D. Barefield, Jr., who acknowledged that he/she is
President of Heritage Investments, Inc., a
Mississippi Corporation, and that for and on behalf of said
corporation, and as its act and deed, executed the above and
foregoing Warranty Deed, having been duly authorized so to do.



[Signature]
NOTARY PUBLIC

Inst. 691908
Bk 1132 Pg 0211

Inst. 691908
Bk 1132 Pg 0212

Nicholas M. Connolly, PLS No. 2973

PREPARED BY:



P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
HATTIESBURG, MISSISSIPPI 39403
HATTIESBURG, MISSISSIPPI 39403
P (601) 545-1181
F (601) 545-1181

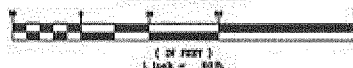
CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

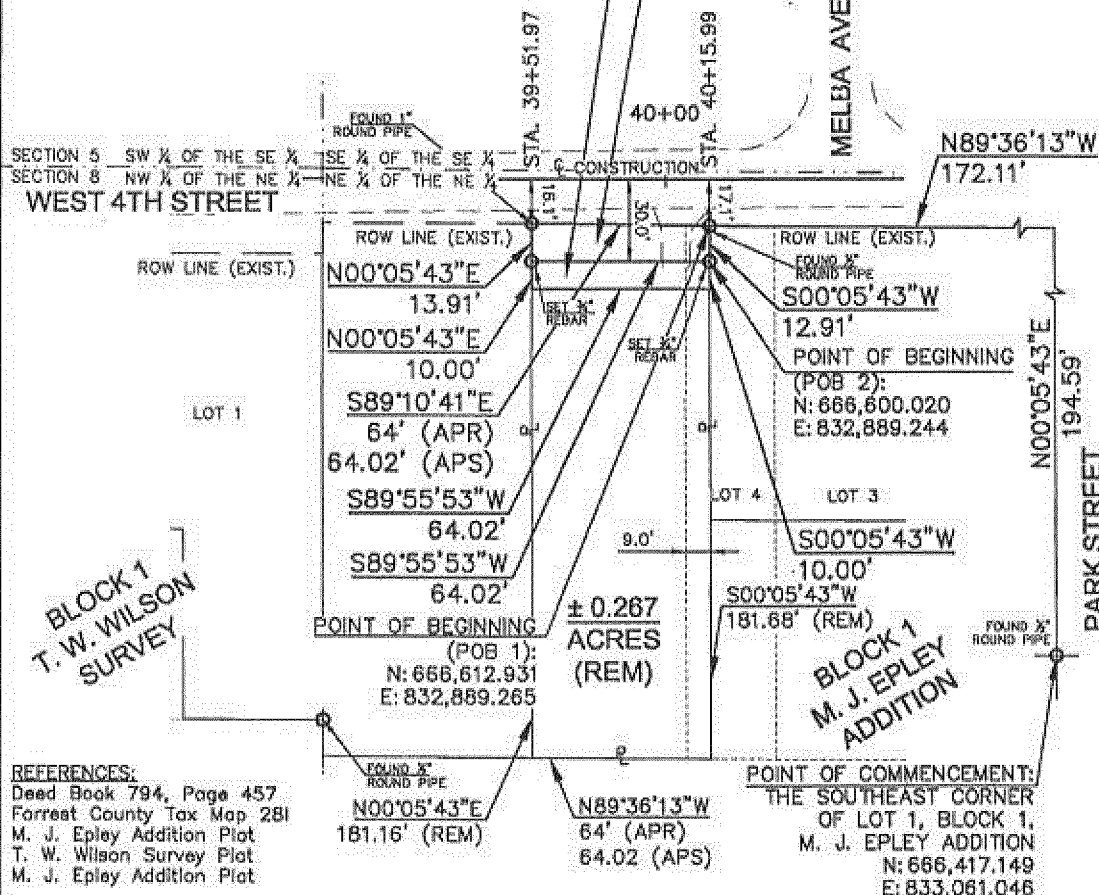
EXHIBIT "A"

GRAPHIC SCALE



**TEMPORARY
CONSTRUCTION EASEMENT
± 0.015 ACRES
(± 640 SQ.FT.)**

**RIGHT OF WAY
± 0.020 ACRES
(± 858 SQ.FT.)**



REFERENCES:

Deed Book 794, Page 457
Forrest County Tax Map 281
M. J. Epley Addition Plat
T. W. Wilson Survey Plat
M. J. Epley Addition Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

SD&W PROJECT NO.: 1235-008

RIGHT-OF-WAY EXHIBIT

PROPERTY OWNER: HERITAGE INVESTMENTS, INC.

NORTHEAST 1/4 OF THE NORTHEAST 1/4

WEST 4TH STREET

SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST

Survey Date: MARCH 19, 2008

PROJECT NO.: HPP-8750-00(003) LPA/104873-801000

FORREST COUNTY

Exhibit Date: OCTOBER 01, 2009

PARCEL NO.: 2-0281-08-238.00

EXHIBIT

"A"

ALL-STATE LEGAL

INDEXING INSTRUCTIONS:

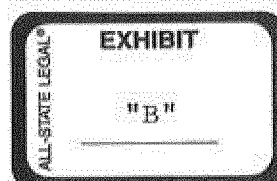
Northeast ¼ of the Northeast ¼ of Section 8,
Township 4 North, Range 13 West and Lot 4,
Block 1 of the M. J. Epley Addition in the City of
Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

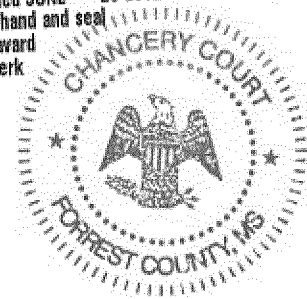
A part of the Northeast ¼ of the Northeast ¼ of Section 8, Township 4 North, Range 13 West and Lot 4, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at Found ½" Round Pipe representing the Southeast Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,417.149 feet and E 833,061.046 feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run N00°05'43"E along the said Western Right of Way Line for 194.59 feet to the Intersection of said Western Right of Way Line and the Existing Southern Right of Way Line of West 4th Street,
- thence run N89°36'13"W along said Existing Southern Right of Way Line for 172.11 feet to the Northeast Corner of the Grantor's Property and the **Point of Beginning** and having a Grid value of N 666,612.931 feet and E 832,889.265 feet on the above referenced East Zone Grid,
- thence run S00°05'43"W along the East Line of the Grantor's Property for 12.91 feet,
- thence run S89°55'53"W for 64.02 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°05'43"E along said West Line for 13.91 feet to a Point on the said Existing Southern Right of Way Line,
- thence run S89°10'41"E along said Existing Southern Right of Way Line for 64.02 feet to the Point of Beginning,
- comprising **0.020 Acres**, more or less.

Inst. 691908
Bk 1132 Pg 0213



Forrest County
Filed/Recorded JUNE 26 2012 04:02:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-238.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Three
Hundred Twenty and No/100 Dollars (\$320.00), cash in hand paid,
the receipt and sufficiency of which are hereby acknowledged,

Heritage Investments, Inc.
c/o Michael C. Barefield, Esq.
Post Office Box 16826
Hattiesburg, MS 39404-6826
Telephone No. (601) 336-7396

Grantor, does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi,
a Municipal Corporation
214 West Front Street
Hattiesburg, MS 39401
(601) 545-4642

Inst. 691907
Bk 1132 Pg 0204

Grantee, a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

The Grantor herein agrees to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any

**Inst. 691907
Bk 1132 Pg 0205**

kind.

Witness my signature, this the 17th day of April,
A.D. 2012.

HERITAGE INVESTMENTS, INC.

BY:

TITLE:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in
and for the said county and state aforesaid, the within named
Stone D. Barefield, Jr., who acknowledged that he/she is
President of Heritage Investments, Inc., a
Mississippi Corporation, and that for and on behalf of said
corporation, and as its act and deed, executed the above and
foregoing Temporary Construction Easement, having been duly
authorized so to do.

{SEAL}

NOTARY PUBLIC



Inst. 691907
Bk 1132 Pg 0206

Inst. 691907
BK 1132 Pg 0207

INDEXING INSTRUCTIONS:

Northeast ¼ of the Northeast ¼ of Section 8,
Township 4 North, Range 13 West and Lot 4,
Block 1 of the M. J. Epley Addition in the City of
Hattiesburg, Forrest County, Mississippi

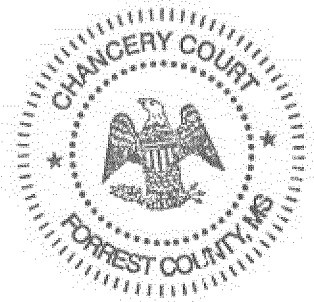
The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of the Northeast ¼ of the Northeast ¼ of Section 8, Township 4 North, Range 13 West and Lot 4, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at Found ½" Round Pipe representing the Northwest Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of **N 666,417.149** feet and **E 833,061.046** feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run **N00°05'43"E** along the said Western Right of Way Line for 194.59 feet to the Intersection of said Western Right of Way Line and the Existing Southern Right of Way Line of West 4th Street,
- thence run **N89°36'13"W** along said Existing Southern Right of Way Line for 172.11 feet to the Northeast Corner of the Grantor's Property,
- thence run **S00°05'43"W** along the East Line of the Grantor's Property for 12.91 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of **N 666,600.020** feet and **E 832,889.244** feet on the above referenced East Zone Grid,
- thence continue **S00°05'43"W** and along said East Line for 10.00 feet,
- thence run **S89°55'53"W** and parallel to the said Proposed Southern Right of Way Line for 64.02 feet to a Point on the West Line of the Grantor's Property,
- thence run **N00°05'43"E** along said West Line for 10.00 feet,
- thence run **N89°55'53"E** along the said Proposed Southern Right of Way Line for 64.02 feet to the Point of Beginning,
- comprising **0.015** Acres, more or less.

Inst. 691907
Bk 1132 Pg 0208





Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-037.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Three Thousand Three Hundred Dollars and No/100 (\$3,300.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

Anointed Word Ministries of Hattiesburg, Grantor,
748 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 450-4524;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

INDEXING INSTRUCTONS:

Part of the NW ¼ of the NW ¼ of Section 9,
Township 4 North, Range 13 West, in the City of
Hattiesburg, Forrest County, MS.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

The Grantor herein agrees to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE, this the 13 day of June, A.D. 2012.

Anointed Word Ministries of Hattiesburg

BY: Clifford N. Lockhart

ITS: Pastor

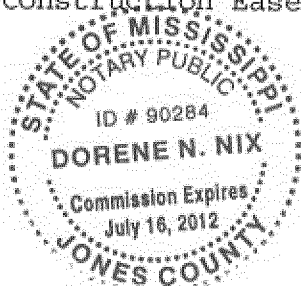
STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 13th day of June, 2012 within my jurisdiction, the within named Clifford Lockhart, who acknowledged that he/she is the Pastor of Anointed Word Ministries of Hattiesburg, a Mississippi non-profit corporation, and that in said representative capacity he/she executed the above and foregoing Temporary Construction Easement.

Dorene N. Nix
Notary Public

(SEAL)



PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"



**TEMPORARY CONSTRUCTION
EASEMENT
± 0.043 ACRES
(± 1,886 SQ.FT.)**



REFERENCES:

Deed Book ??, Page ??
Forrest County Tax Map 29L
Sherwood Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- CL - CENTERLINE
- EXIST. - EXISTING
- PRC - POINT OF REVERSE CURVATURE
- PT - POINT OF TANGENCY
- PL - PROPERTY LINE
- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: ASSEMBLIES OF GOD
NORTHWEST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-029L-09-037.00

F:\PROJECTS\Hattiesburg_City\01235-008 - 4th Street ROW\1235-008_Exhibit_A-029L-09-037.00.dwg, 2-029L-09-037.00, 10/13/2009 10:33:02 AM

Inst. 692086
Bk 1132 Pg 0461

INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of the Northwest ¼ of the Northwest ¼ of Section 9, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Crimp Top representing the Northwest Corner of Lot 1, Block B of the Sherwood Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,523.846 feet and E 834,305.082 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run North for 1.68 feet,
- thence run East for 436.22 feet to the Intersection of the said Existing Southern Right of Way Line and the Eastern Right of Way Line of a Vacant Public Road and the **Point of Beginning** and having a Grid value of N 666,525.525 feet and E 834,741.306 feet on the above referenced East Zone Grid;
- thence run N81°57'33"E along the said Existing Southern Right of Way Line for 188.61 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°39'44"E along the East Line of the Grantor's Property for 10.08 feet,
- thence run S81°57'33"W for 188.61 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°39'44"W along said West Line for 10.08 feet to the Point of Beginning,
- comprising **0.043** Acres, more or less.

FILED

JUL 02 2012

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

Jimmy C. Havard
FORREST COUNTY CIRCUIT CLERK

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

PLAINTIFF

VERSUS

CIVIL ACTION NO. CO12-0329

SFT, LP

DEFENDANT

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$5,900.00 as total compensation and damages for the taking of Defendant's land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; and the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands sought to be condemned as described in Exhibit "A", "B" and "C"

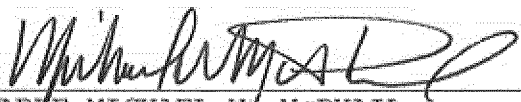
Inst. 692165
Bk 1132 Pg 0548

attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 2nd day of

July, 2012.

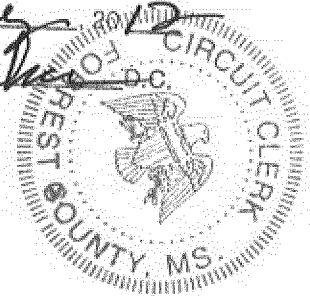

HONORABLE MICHAEL W. MCPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of July, 2012

By: Beth Adams



Inst. 692165
Bk 1132 Pg 0549

Inst. 692165
Bk 1132 Pg 0550

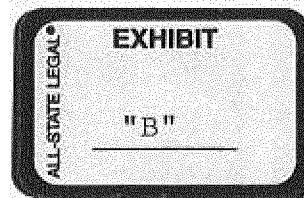
INDEXING INSTRUCTIONS: Lots 35, 36 and 37, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lots 35, 36 and 37, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{3}{4}$ " Crimp Top representing the Northwest Corner of Lot 38, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,601.572 feet and E 830,885.934 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run S89°50'30"E along the said Existing Southern Right of Way Line for 69.70 feet to the Northwest Corner of Lot 37 of said Parkhaven North Subdivision, said Corner also being the **Point of Beginning** and having a Grid value of N 666,601.379 feet and E 830,955.634 feet on the above referenced East Zone Grid,
- thence continue S89°50'30"E along said Existing Southern Right of Way Line for 154.35 feet to the Northeast Corner of Grantor's Property,
- thence run S00°08'55"E along the East Line of Grantor's Property for 3.07 feet,
- thence run S89°55'53"W for 154.34 feet to a Point on the West Line of said Lot 37,
- thence run N00°08'55"W along said West Line for 3.68 feet to the Point of Beginning,
- comprising **0.012 Acres**, more or less.

Inst. 692165
Bk 1132 Pg 0551



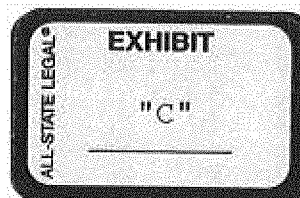
INDEXING INSTRUCTIONS: Lots 35, 36 and 37, Parkhaven North Subdivision
in the City of Hattiesburg, Forrest County,
Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lots 35, 36 and 37, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{3}{4}$ " Crimp Top representing the Northwest Corner of Lot 38, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,601.572 feet and E 830,885.934 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run S89°50'30"E along the said Existing Southern Right of Way Line for 69.70 feet to the Northwest Corner of Lot 37 of said Parkhaven North Subdivision,
- thence run S00°08'55"E along the West Line of said Lot 37 for 3.68 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,597.702 feet and E 830,955.643 feet on the above referenced East Zone Grid,
- thence run N89°55'53"E along the said Proposed Southern Right of Way Line 154.34 feet to a Point on the East Line of Grantor's Property,
- thence run S00°08'55"E along said East Line for 10.00 feet,
- thence run S89°55'53"W and parallel to said Proposed Southern Right of Way Line for 154.34 feet to a Point on the said West Line,
- thence run N00°08'55"W along said West Line for 10.00 feet to the Point of Beginning,
- comprising **0.035 Acres**, more or less.

Inst. 692165
Bk 1132 Pg 0552



FILED

JUL 02 2012

John L. Adams
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

PLAINTIFF

VERSUS

CIVIL ACTION NO. CO12-0387

SANDRA WILLIS,
DELBERT DEARMAN, FORREST COUNTY TAX COLLECTOR,
MERRITT INC. successor to
MERRITT TAX SERVICES, INC.

DEFENDANTS

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$4,900.00 as total compensation and damages for the taking of Defendants' land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; and the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

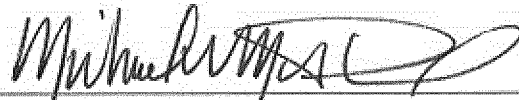
IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands

sought to be condemned as described in Exhibit "A", "B" and "C" attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 2nd day of

July, 2012.



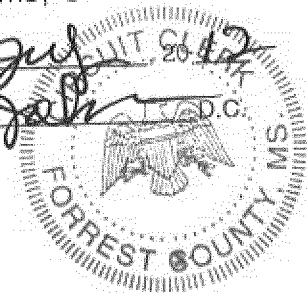
HONORABLE MICHAEL W. McPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of July, 2012

By: B. J. Adams T.C.C.

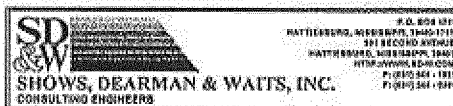


Inst. 692166
Bk 1132 Pg 0554

Inst. 692166
Bk 1132 Pg 0555

Nicholas M. Connolly, PLS No. 2973

PREPARED BY:



CLASSIFICATION:

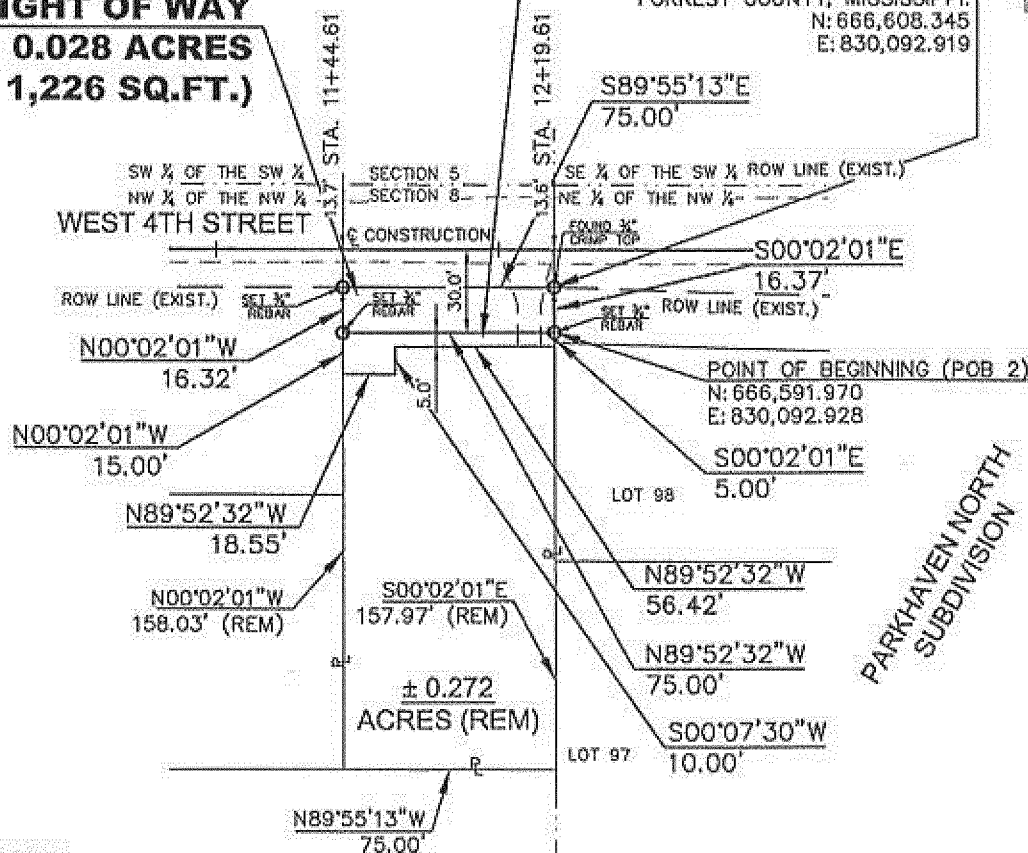
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

TEMPORARY CONSTRUCTION

EASEMENT
± 0.013 ACRES
(± 561 SQ.FT.)

RIGHT OF WAY
± 0.028 ACRES
(± 1,226 SQ.FT.)



REFERENCES:
Deed Book 841, Page 507
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:
All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- CL - CENTERLINE
- EXIST. - EXISTING
- PL - PROPERTY LINE
- REM - REMAINING
- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: SANDRA WILLIS
NORTHWEST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-028J-08-127.00

Y:\PROJETS\Hattiesburg_City\011235-008 - 4th Street ROW\1235-008\011235-008 Exhibit 1-09\1235-008.dwg, 3-028J-08-127.00, 9/21/2009 10:24:57 AM

EXHIBIT

"A"

ALL-STATE LEGAL

INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 8,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of the Northwest ¼ of the Northwest ¼ of Section 8, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ¾" Crimp Top representing the Northwest Corner of Lot 98, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,608.345 feet and E 830,092.919 feet on the above referenced East Zone Grid; said Point also being the Northeast Corner of a Parcel of Real Property and the **Point of Beginning**;
- thence run S00°02'01"E along the West Line of said Lot 98 for 16.37 feet,
- thence run N89°52'32"W for 75.00 feet to a Point on the West Line of said Parcel,
- thence run N00°02'01"W along said West Line for 16.32 feet to a Point on the Existing Southern Right of Way Line of West 4th Street,
- thence run S89°55'13"E along said Existing Southern Right of Way Line for 75.00 feet to the Point of Beginning,
- comprising 0.028 Acres, more or less.

Inst. 692166
Bk 1132 Pg 0556



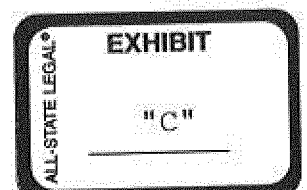
INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 8,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of the Northwest ¼ of the Northwest ¼ of Section 8, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ¾" Crimp Top representing the Northwest Corner of Lot 98, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,608.345 feet and E 830,092.919 feet on the above referenced East Zone Grid, said Point also being the Northeast Corner of a Parcel of Real Property;
- thence run S00°02'01"E along the West Line of said Lot 98 for 16.37 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,591.970 feet and E 830,092.928 feet on the above referenced East Zone Grid,
- thence continue S00°02'01"E along the said West Line for 5.00 feet,
- thence run N89°52'32"W and parallel to the said Proposed Southern Right of Way Line of West 4th Street for 56.42 feet,
- thence run S00°07'30"W for 10.00 feet,
- thence run N89°52'32"W and parallel to the said Proposed Southern Right of Way Line for 18.55 feet to a Point on the West Line of said Parcel,
- thence run N00°02'01"W along said West Line for 15.00 feet to a Point on the said Proposed Southern Right of Way Line of West 4th Street,
- thence run S89°52'32"E along said Proposed Southern Right of Way Line for 75.00 feet to the Point of Beginning,
- comprising 0.013 Acres, more or less.

Inst. 692166
Bk 1132 Pg 0557



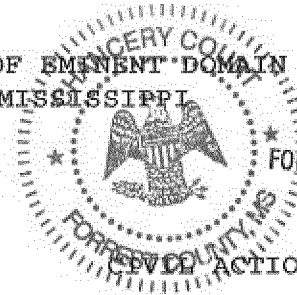
IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

VERSUS

LARRY T. JOHNSON, ET AL.

FILED
JUL 02 2012



Forrest County
FORREST COUNTY CIRCUIT CLERK
PLAINTIFF

CIVIL ACTION NO. CO12-0328

DEFENDANTS

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$1,970.00 as total compensation and damages for the taking of Defendants' land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; and the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

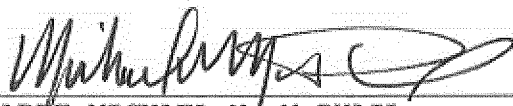
IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands sought to be condemned as described in Exhibit "A", "B" and "C" attached hereto and in the Complaint filed herein, provided only that

Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

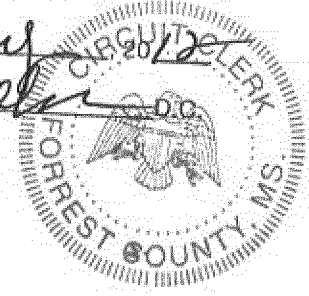
SO ORDERED AND ADJUDGED on this, the 2nd day of

July, 2012.


HONORABLE MICHAEL W. MCPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of July, 2012.
By: Bett Jahn


Inst. 692168
Bk 1132 Pg 0564

PREPARED BY:



P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
341 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
P: (601) 545-1525
F: (601) 545-1525

CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

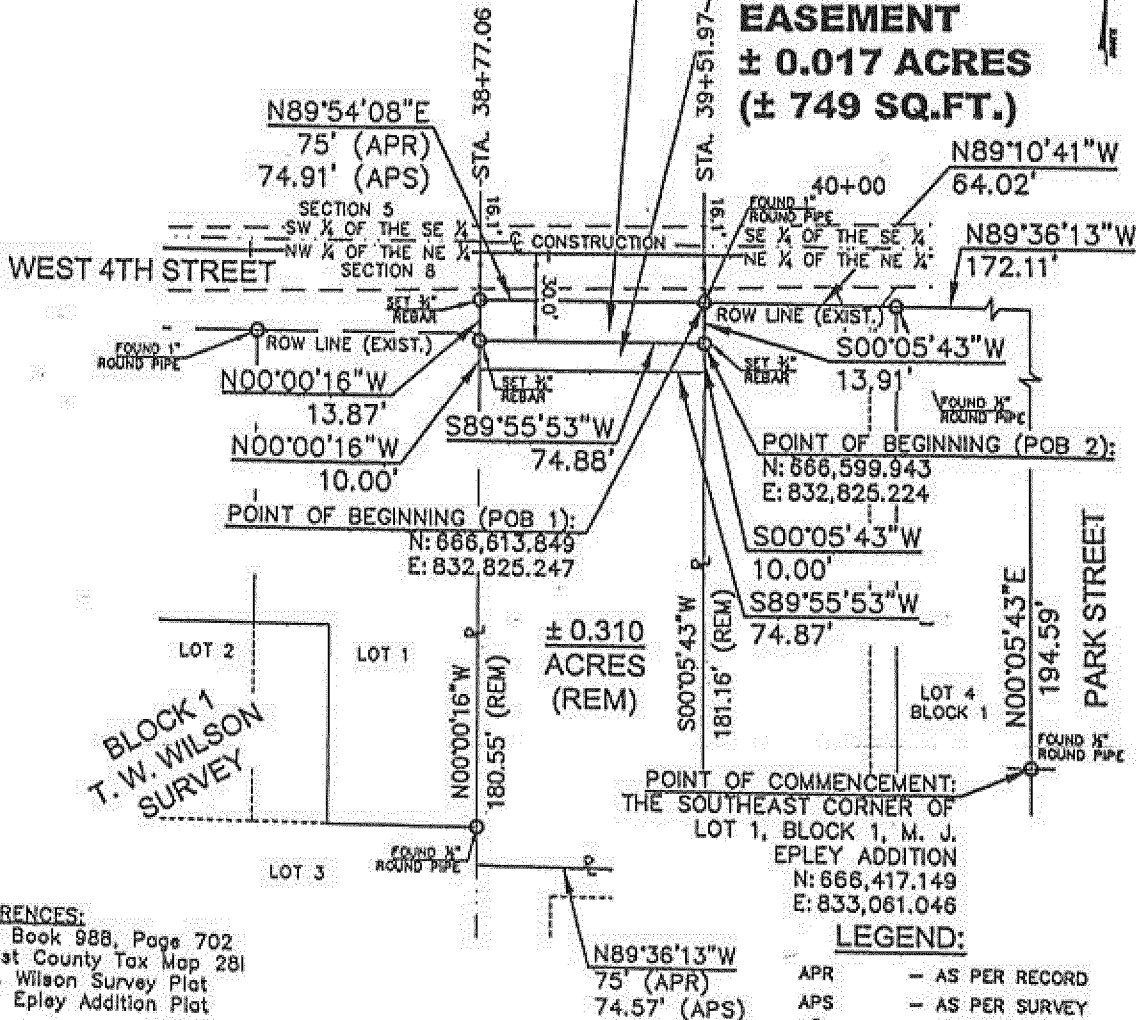
EXHIBIT "A"

GRAPHIC SCALE



**RIGHT OF WAY
± 0.024 ACRES
(± 1,040 SQ.FT.)**

**PERMANENT
DRAINAGE
EASEMENT
± 0.017 ACRES
(± 749 SQ.FT.)**



REFERENCES:

Deed Book 988, Page 702
Forrest County Tax Map 281
T. W. Wilson Survey Plat
M. J. Epley Addition Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- APR - AS PER RECORD
- APS - AS PER SURVEY
- ℄ - CENTERLINE
- EXIST. - EXISTING
- ℄ - PROPERTY LINE
- REM - REMAINING
- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: MARRY KING FERREL TRUST
NORTHEAST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	MARY KING FERRELL, TRUSTEE
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: OCTOBER 01, 2009	PARCEL NO.: 2-0281-08-239.00

F:\PROJECTS\Hattiesburg_City\1235-008 - 4th Street ROW\1235-008\1235-008_Exhibit_1_0281-08-239.00.dwg, 1-0181-08-239.00, 10/2/2009 2:17:44 PM

Inst. 692168
Bk 1132 Pg 0565

EXHIBIT

"A"

STATE LEGAL

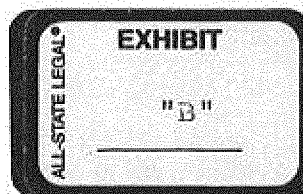
INDEXING INSTRUCTIONS: Northeast ¼ of the Northeast ¼ of Section 8,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of the Northeast ¼ of the Northeast ¼ of Section 8, Township 4 North, Range 13 West, City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at Found ½" Round Pipe representing the Southeast Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,417.149 feet and E 833,061.046 feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run N00°05'43"E along the said Western Right of Way Line for 194.59 feet to the Intersection of said Western Right of Way Line and the Existing Southern Right of Way Line of West 4th Street,
- thence run N89°36'13"W along said Existing Southern Right of Way Line for 172.11 feet,
- thence run N89°10'41"W along said Existing Southern Right of Way Line for 64.02 feet to the Northeast Corner of the Grantor's Property and the Point of Beginning and having a Grid value of N 666,613.849 feet and E 832,825.247 feet on the above referenced East Zone Grid,
- thence run S00°05'43"W along East Line of the Grantor's Property for 13.91 feet,
- thence run S89°55'53"W for 74.88 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°00'16"W along said West Line for 13.87 feet to a Point on said Existing Southern Right of Way Line,
- thence run N89°54'08"E along said Existing Southern Right of Way Line for 74.91 feet to the Point of Beginning,
- comprising 0.024 Acres, more or less.

Inst. 692168
Bk 1132 Pg 0566



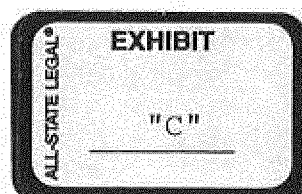
INDEXING INSTRUCTIONS: Northeast ¼ of the Northeast ¼ of Section 8,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of the Northeast ¼ of the Northeast ¼ of Section 8, Township 4 North, Range 13 West, City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at Found ½" Round Pipe representing the Southeast Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,417.149 feet and E 833,061.046 feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run N00°05'43"E along the said Western Right of Way Line for 194.59 feet to the Intersection of said Western Right of Way Line and the Existing Southern Right of Way Line of West 4th Street,
- thence run N89°36'13"W along said Existing Southern Right of Way Line for 172.11 feet,
- thence run N89°10'41"W along said Existing Southern Right of Way Line for 64.02 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°05'43"W along East Line of the Grantor's Property for 13.91 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the Point of Beginning and having a Grid value of N 666,599.943 feet and E 832,825.224 feet on the above referenced East Zone Grid,
- thence continue S00°05'43"W along said East Line for 10.00 feet,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Way Line for 74.87 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°00'16"W along said West Line for 10.00 feet to a Point on the said Proposed Southern Right of Way Line,
- thence run N89°55'53"E along said Proposed Southern Right of Way Line for 74.88 feet to the Point of Beginning,
- comprising 0.017 Acres, more or less.

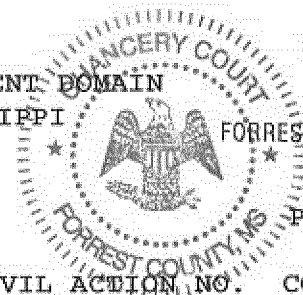
Inst. 692168
Bk 1132 Pg 0567



FILED

JUL 02 2012

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI



John E. Adams
FORREST COUNTY CIRCUIT CLERK

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

PLAINTIFF

VERSUS

CIVIL ACTION NO. CO12-0382

MICHELLE M.G. HILL, OWNER;
ABN AMRO MORTGAGE GROUP, INC., BENEFICIARY
AND PHILLIPS LAW FIRM, P.A., TRUSTEE

DEFENDANTS

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$1,970.00 as total compensation and damages for the taking of Defendants' land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; and the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

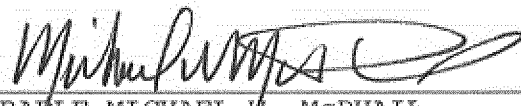
IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands

sought to be condemned as described in Exhibit "A", "B" and "C" attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 2nd day of

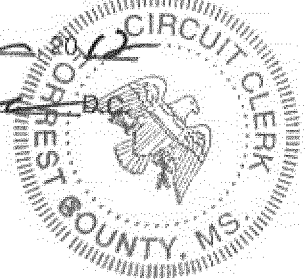
July, 2012.


HONORABLE MICHAEL W. MCPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
* Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of Sub 2012
By: Betty Johnson



Inst. 692169
Bk 1132 Pg 0569

PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

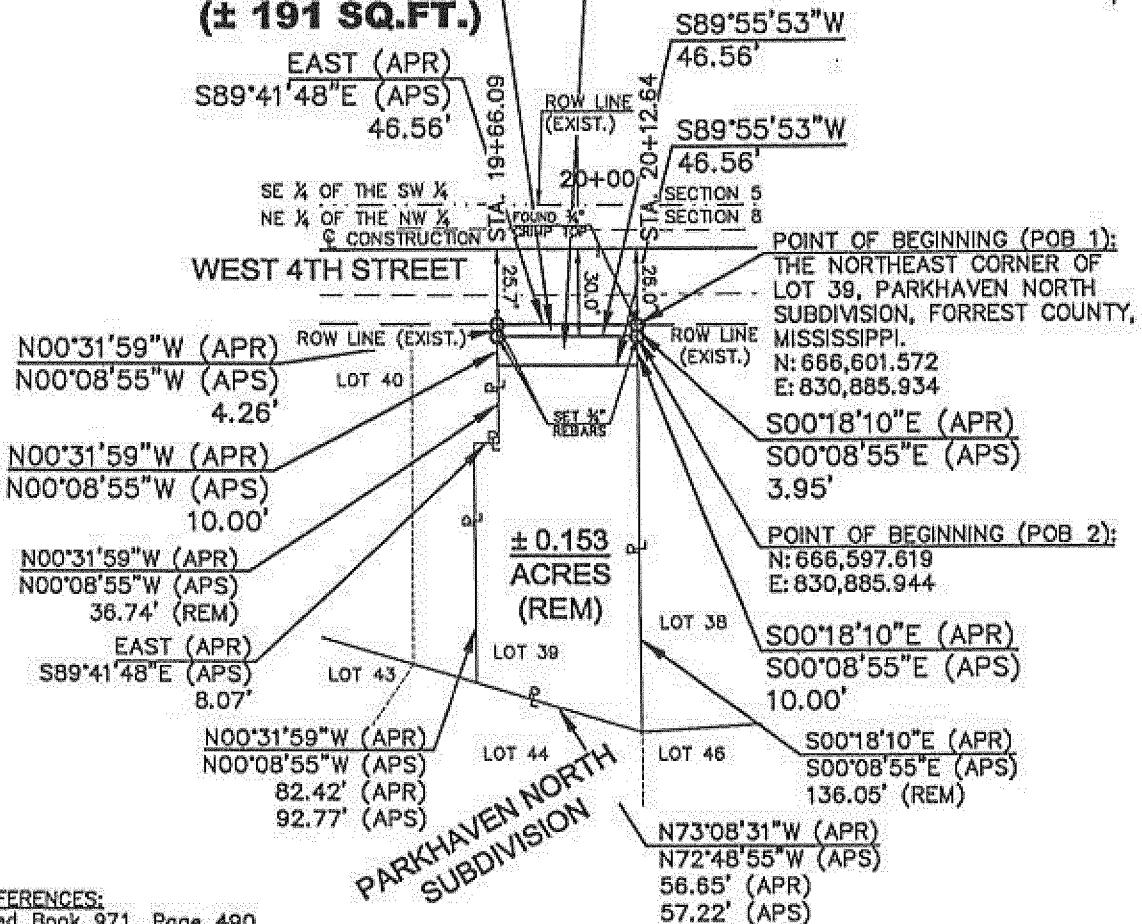
EXHIBIT "A"

GRAPHIC SCALE



**PERMANENT DRAINAGE
EASEMENT
± 0.011 ACRES
(± 466 SQ.FT.)**

**RIGHT OF WAY
± 0.004 ACRES
(± 191 SQ.FT.)**



REFERENCES:
Deed Book 971, Page 490
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:
All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

APR - AS PER RECORD
APS - AS PER SURVEY
CL - CENTERLINE
EXIST. - EXISTING
P - PROPERTY LINE
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: WILLIAM R. HILL, II
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	MICHELLE M. G. HILL
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-028J-08-015.00

Inst. 692169
Bk 1132 Pg 0570

EXHIBIT

"A"

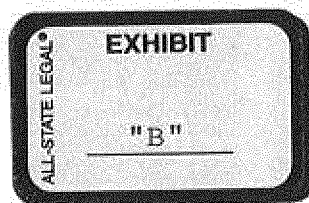
INDEXING INSTRUCTIONS: Lot 39, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 39, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{3}{4}$ " Crimp Top representing the Northeast Corner of Lot 39, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,601.572 feet and E 830,885.934 feet on the above referenced East Zone Grid, said Point also being the **Point of Beginning**;
- thence run S00°08'55"E along the East Line of said Lot 39 for 3.95 feet,
- thence run S89°55'53"W for 46.56 feet to a Point on the West Line of Grantor's Property,
- thence run N00°08'55"W along said West Line for 4.26 feet to a Point on the Existing Southern Right of Way Line of West 4th Street,
- thence run S89°41'48"E along the said Existing Southern Right of Way Line for 46.56 feet to the Point of Beginning,
- comprising **0.004 Acres**, more or less.

Inst. 692169
Bk 1132 Pg 0571



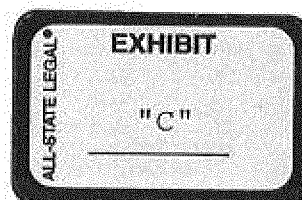
INDEXING INSTRUCTIONS: Lot 39, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 39, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{3}{4}$ " Crimp Top representing the Northeast Corner of Lot 39, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,601.572 feet and E 830,885.934 feet on the above referenced East Zone Grid;
- thence run S00°08'55"E along the East Line of said Lot 39 for 3.95 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,597.619 feet and E 830,885.944 feet on the above referenced East Zone Grid,
- thence continue S00°08'55"E along said East Line of said Lot 39 for 10.00 feet,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Way Line for 46.56 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°08'55"W along said West Line for 10.00 feet to a Point on the said Proposed Southern Right of Way Line,
- thence run N89°55'53"E along the said Proposed Southern Right of Way Line for 46.56 feet to the Point of Beginning,
- comprising 0.011 Acres, more or less.

Inst. 692169
Bk 1132 Pg 0572



FILED

JUL 02 2012

Jimmy C. Havard
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

PLAINTIFF

VERSUS

CIVIL ACTION NO. CO12-0384

MICHELLE M.G. HILL, OWNER;
AMERICAN BROKERS CONDUIT, BENEFICIARY
AND PHILLIPS LAW FIRM, P.A., TRUSTEE

DEFENDANTS

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$2,625.00 as total compensation and damages for the taking of Defendants' land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; and the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands

Inst. 692170
Bk 1132 Pg 0573

sought to be condemned as described in Exhibit "A", "B" and "C" attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 2nd day of

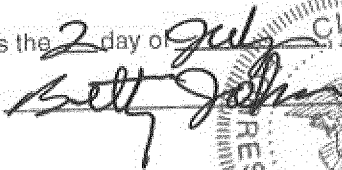
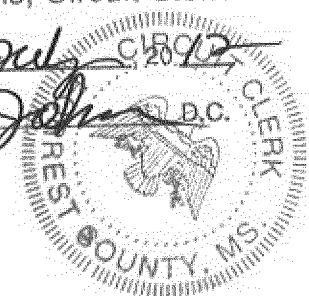
July, 2012.



HONORABLE MICHAEL W. MCPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of July, 2012
By:  
Clerk

Inst. 692170
Bk 1132 Pg 0574

PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

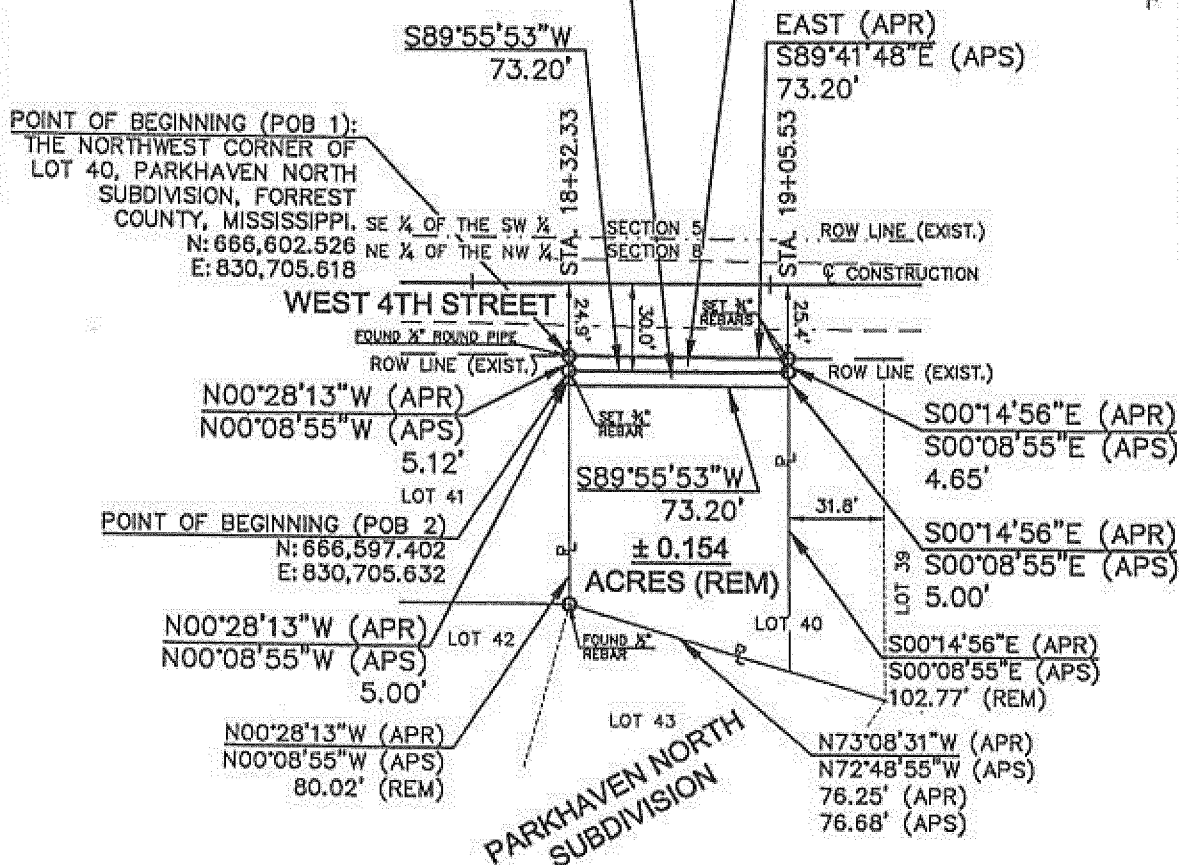
GRAPHIC SCALE



TEMPORARY CONSTRUCTION

**EASEMENT
± 0.008 ACRES
(± 366 SQ.FT.)**

**RIGHT OF WAY
± 0.008 ACRES
(± 358 SQ.FT.)**



REFERENCES:

Deed Book 971, Page 486
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- APR — AS PER RECORD
- APS — AS PER SURVEY
- C — CENTERLINE
- EXIST. — EXISTING
- P — PROPERTY LINE
- REM — REMAINING
- ROW — RIGHT OF WAY
- SQ. FT. — SQUARE FEET

SDAW PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: MICHELLE M. G. HILL
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-02BJ-08-015.01

Inst. 692170
Bk 1132 Pg 0575

EXHIBIT

"A"

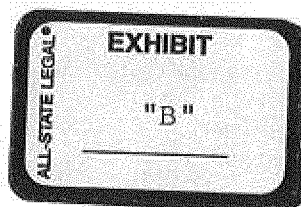
INDEXING INSTRUCTIONS: Lot 40, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 40, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Round Pipe representing the Northwest Corner of Lot 40 Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,602.526 feet and E 830,705.618 feet on the above referenced East Zone Grid;
- thence run S00°08'55"E along the West Line of said Lot 40 for 5.12 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,597.402 feet and E 830,705.632 feet on the above referenced East Zone Grid,
- thence run N89°55'53"E along said Proposed Southern Right of Way Line for 73.20 feet to a Point on the East Line of the Grantor's Property,
- thence run S00°08'55"E along said East Line for 5.00 feet,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Way Line for 73.20 feet to a Point on the said West Line,
- thence run N00°08'55"W along said West Line for 5.00 feet to the Point of Beginning,
- comprising 0.008 Acres, more or less.

Inst. 692170
Bk 1132 Pg 0576



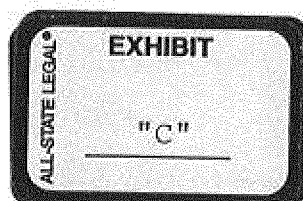
INDEXING INSTRUCTIONS: Lot 40, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 40, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Round Pipe representing the Northwest Corner of Lot 40, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,602.526 feet and E 830,705.618 feet on the above referenced East Zone Grid, said Point also being the Northwest Corner of the Grantor's Property, a Point on the Existing Southern Right of Way Line of West 4th Street and the **Point of Beginning**;
- thence run S89°41'48"E along the Existing Southern Right of Way Line for 73.20 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°08'55"E along the East Line of the Grantor's Property for 4.65 feet,
- thence run S89°55'53"W for 73.20 feet to a Point on the West Line of said Lot 40,
- thence run N00°08'55"W along said West Line for 5.12 feet to the Point of Beginning,
- comprising 0.008 Acres, more or less.

Inst. 692170
Bk 1132 Pg 0577



FILED

JUL 02 2012

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

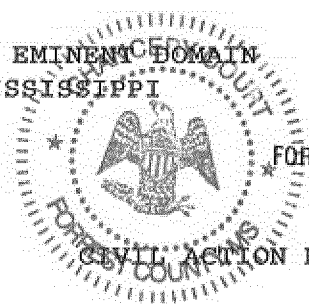
CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

Jim E. Adams
FORREST COUNTY CIRCUIT CLERK
PLAINTIFF

VERSUS

MICHELLE M.G. HILL, OWNER;
ABN AMRO MORTGAGE GROUP, INC., BENEFICIARY
AND PHILLIPS LAW FIRM, P.A., TRUSTEE

DEFENDANTS



ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$3,630.00 as total compensation and damages for the taking of Defendants' land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; and the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands

sought to be condemned as described in Exhibit "A", "B" and "C" attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 2nd day of

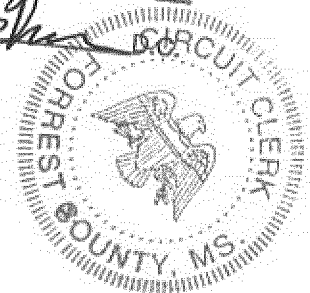
July, 2012.


HONORABLE MICHAEL W. MCPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of July, 20 12
By: Beth Johnson



Inst. 692172
Bk 1132 Pg 0584

Inst. 692172
Bk 1132 Pg 0585

Nicholas M. Connolly, PLS No. 2973

PREPARED BY:



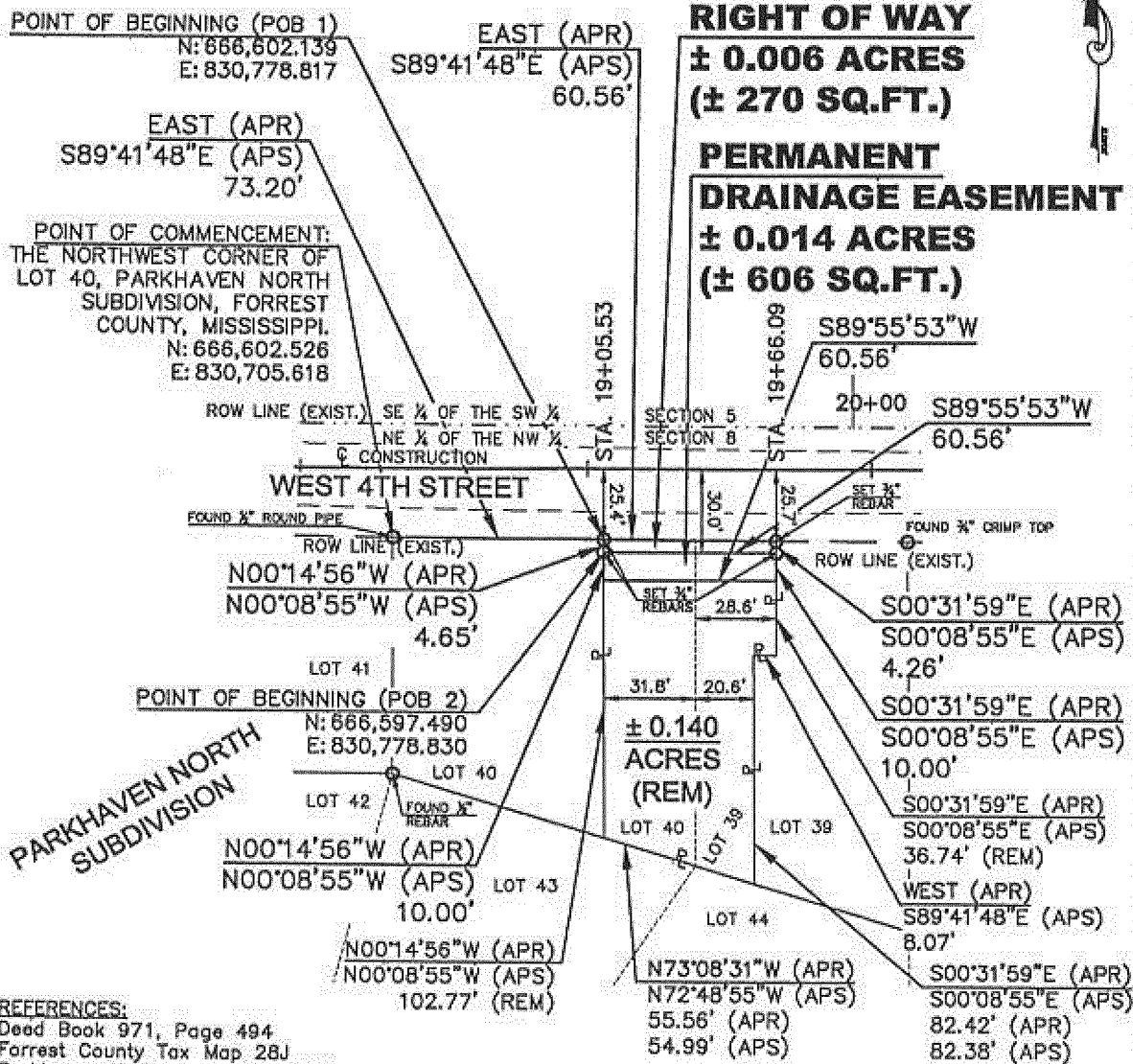
CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:
Deed Book 971, Page 494
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

APR - AS PER RECORD
APS - AS PER SURVEY
C - CENTERLINE
EXIST. - EXISTING
P - PROPERTY LINE
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: WILLIAM R. HILL, II & MICHELLE M. G. HILL
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-028J-08-015.02

EXHIBIT

"A"

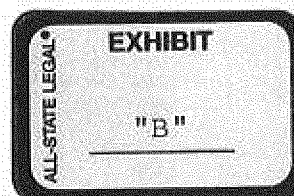
INDEXING INSTRUCTIONS: Lots 39 and 40, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lots 39 and 40, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Round Pipe representing the Northwest Corner of Lot 40, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,605.526 feet and E 830,705.618 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run S89°41'48"E along the said Existing Southern Right of Way Line for 73.20 feet to the Northwest Corner of Grantor's Property and the **Point of Beginning** and having a Grid value of N 666,602.139 feet and E 830,778.817 feet on the above referenced East Zone Grid,
- thence continue S89°41'48"E along said Existing Right of Way Line for 60.56 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°08'55"E along the East Line of the Grantor's Property for 4.26 feet,
- thence run S89°55'53"W for 60.56 feet to a Point on the West Line of said Parcel,
- thence run N00°08'55"W along said West Line for 4.65 feet to the Point of Beginning,
- comprising 0.006 Acres, more or less.

Inst. 692172
Bk 1132 Pg 0586



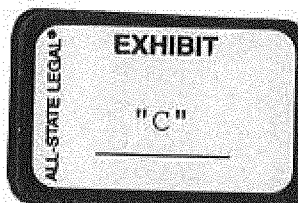
INDEXING INSTRUCTIONS: Lots 39 and 40, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lots 39 and 40, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Round Pipe representing the Northwest Corner of Lot 40, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,602.526 feet and E 830,705.618 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run S89°41'48"E along the said Existing Southern Right of Way Line for 73.20 feet to the Northwest Corner of the Grantor's Property,
- thence run S00°08'55"E along the West Line of the Grantor's Property for 4.65 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,597.490 feet and E 830,778.830 feet on the above referenced East Zone Grid,
- thence run N89°55'53"E along the said Proposed Southern Right of Way Line for 60.56 feet to a Point on the East Line of the Grantor's Property,
- thence run S00°08'55"E along said East Line for 10.00 feet,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Way Line for 60.56 feet to a Point on the said West Line,
- thence run N00°08'55"W for 10.00 to the Point of Beginning,
- comprising 0.014 Acres, more or less.

Inst. 692172
Bk 1132 Pg 0587



FILED

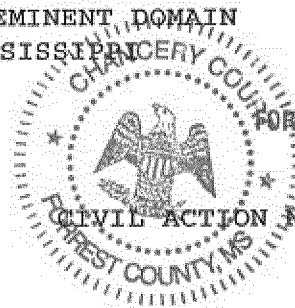
JUL 02 2012

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

VERSUS

CHINABERRY PROPERTIES, LLC



Jan. E. Allen
FORREST COUNTY CIRCUIT CLERK
PLAINTIFF

NO. CO12-0388

DEFENDANT

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$5,150.00 as total compensation and damages for the taking of Defendant's land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; and the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands sought to be condemned as described in Exhibit "A", "B" and "C"

attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 2nd day of

July, 2012.



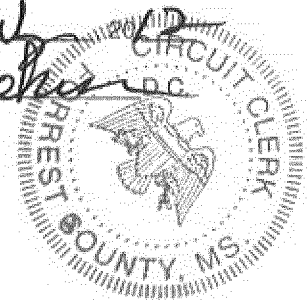
HONORABLE MICHAEL W. MCPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of July, 2012

By: Beth Johansen



Inst. 692171
Bk 1132 Pg 0579

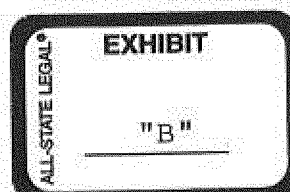
INDEXING INSTRUCTIONS: Lots 3 and 4, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-0801000.

A part of Lots 3 and 4, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Round Pipe representing the Southeast Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,417.149 feet and E 833,061.046 feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run N00°05'43"E along the said Western Right of Way Line for 194.59 feet to the Intersection of the said Western Right of Way Line and the Existing Southern Right of Way Line of West 4th Street,
- thence run N89°36'13"W along said Existing Southern Right of Way Line for 99.20 feet to the Northeast Corner of Lot 3 of said Block 1 and the **Point of Beginning** and having a Grid value of N 666,612.426 feet and E 832,962.173 feet on the above referenced East Zone Grid,
- thence run S00°05'43"W along the East Line of said Lot 3 for 12.32 feet,
- thence run S89°55'53"W for 72.91 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°05'43"E along said West Line for 12.91 feet to a Point on the said Existing Southern Right of Way Line,
- thence run S89°36'13"E along said Existing Southern Right of Way Line for 72.91 feet to the Point of Beginning,
- comprising 0.021 Acres, more or less.

**Inst. 692171
Bk 1132 Pg 0581**



INDEXING INSTRUCTIONS: Lots 3 and 4, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lots 3 and 4, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Round Pipe representing the Southeast Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,417.149 feet and E 833,061.046 feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run N00°05'43"E along the said Western Right of Way Line for 194.59 feet to the Intersection of the Existing Southern Right of Way Line of West 4th Street and the said Western Right of Way Line,
- thence run N89°36'13"W along said Existing Southern Right of Way Line for 99.20 feet to the Northeast Corner of Lot 3 of said Block 1,
- thence run S00°05'43"W along the East Line of said Lot 3 for 12.32 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,600.107 feet and E 832,962.153 feet on the above referenced East Zone Grid,
- thence continue S00°05'43"W along said East Line for 10.00 feet,
- thence run S89°55'53"W and parallel to said Proposed Southern Right of Way Line for 72.91 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°05'43"E along said West Line for 10.00 feet to a Point on the said Proposed Southern Right of Way Line,
- thence run N89°55'53"E along said Proposed Southern Right of Way Line for 72.91 feet to the Point of Beginning,
- comprising 0.017 Acres, more or less.



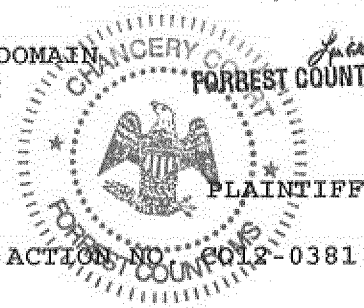
FILED

JUL 12 2012

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

Jimmy C. Havard
FORREST COUNTY CIRCUIT CLERK

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION



VERSUS

CIVIL ACTION NO. 2012-0381

LUCILLE REED, OWNER;
BANK OF AMERICA, N.A., BENEFICIARY
OF DEED OF TRUST AND
CTC REAL ESTATE SERVICES, TRUSTEE

DEFENDANTS

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY, this cause came on to be heard on Motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, for an Order granting Plaintiff the right of immediate title and possession and entry upon the land being condemned as described in Exhibit "A", "B" and "C" attached hereto and incorporated herein. It appearing that the report of the Court Appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$680.00 as total compensation and damages for the taking of Defendants' land; that proper notice of said appraisal report having been given to the Court and the parties as required by law; the Court having reviewed the Court Appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by the Court; and the Court, making a judicial determination of public use, finds that said Motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said land described in Exhibit "A", "B" and "C" attached hereto.

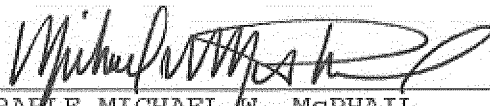
IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, be and it is hereby granted immediate title and continued possession and entry upon lands

sought to be condemned as described in Exhibit "A", "B" and "C" attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to the amount of compensation in damages as determined by said Court Appointed Appraisal.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendant, only if presently occupying the property in question, has thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A", "B" and "C" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 2nd day of

July, 2012.



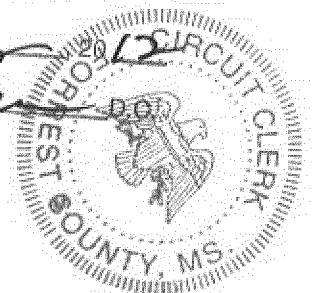
HONORABLE MICHAEL W. MCPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369

Ⓢ Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 2 day of July
By: Betty Johnson



SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
HATFIELD, MASSACHUSETTS 01833-1711
SEE RECORD AVAILABLE
HATFIELD, MASSACHUSETTS 01833-1711
[HTTP://WWW.SD-W.COM](http://www.sd-w.com)
P: (508) 244 - 9333
F: (508) 244 - 8966

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

(IN FEET)
1 inch = 50 ft.

PROJECTS/Hanbury City 061315-001 - 4th Street ROW/1315-001/Arch/1315-001 Exhibit 1-0318-08-242.06.dwg 2-0318-08-242.06 3/25/2009 4:04:43 PM

**Inst. 692167
Bk 1132 Pg 0560**

EXHIBIT

五

ALL-STATE LEAD

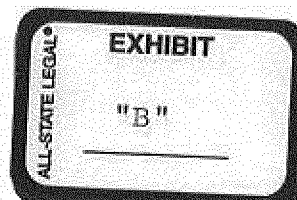
INDEXING INSTRUCTIONS: Lot 2, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 2, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at Found 1" Round Pipe representing the Northeast Corner of Lot 2, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,602.290 feet and E 832,675.795 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street and the **Point of Beginning**;
- thence run S00°00'16"E along the East Line of said Lot 2 for 2.53 feet,
- thence run S89°55'53"W for 61.49 feet,
- thence run S44°55'53"W for 19.51 feet to a Point on the West Line of said Lot 2, said Line also being the Eastern Right of Way Line of 19th Avenue,
- thence run N00°00'16"W along said Eastern Right of Way Line for 16.28 feet to the Northwest Corner of said Lot 2, said Corner also being a Point on the said Existing Southern Right of Way,
- thence run N89°54'08"E along said Existing Southern Right of Way Line for 75.27 feet to the Point of Beginning,
- comprising 0.007 Acres, more or less.

Inst. 692167
Bk 1132 Pg 0561



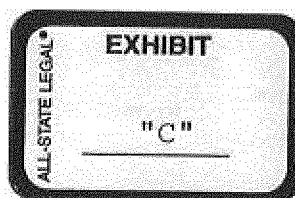
INDEXING INSTRUCTIONS: Lot 2, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

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- **Commencing** at Found 1" Round Pipe representing the Northeast Corner of Lot 2, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,602.290 feet and E 832,675.795 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run S00°00'16"E along the East Line of said Lot 2 for 2.53 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,599.764 feet and E 832,675.795 feet on the above referenced East Zone Grid,
- thence continue S00°00'16"E along said East Line for 10.00 feet,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Way Line for 71.48 feet to a Point on the said Proposed Southern Right of Way Line,
- thence run N44°55'53"E along said Proposed Southern Right of Way Line for 14.14 feet,
- thence run N89°55'53"E along said Proposed Southern Right of Way Line for 61.49 feet to the Point of Beginning,
- comprising 0.015 Acres, more or less.

Inst. 692167
Bk 1132 Pg 0562





City of Hattiesburg, MS

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

Master

File Number: 2012-1012

File ID: 2012-1012

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: Approve closeout and advertisement of closeout of James Street Water Plant Rehabilitation Phase II project.

Final Action:

Minute Book Number: MB 2012-1/270

Title:

Approve payment Application No. 6 and Final Payment to The Creel Company, Inc. in the amount of \$42,852.20 for construction services rendered on the James Street Water Plant Rehabilitation Phase II Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Notes:

Sponsors:

Enactment Date:

Attachments: NOTICE OF FINAL SETTLEMENT-James St, Closeout Documents

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/07/2012					

Text of Legislative File 2012-1012

Title

Approve payment Application No. 6 and Final Payment to The Creel Company, Inc. in the amount of \$42,852.20 for construction services rendered on the James Street Water Plant Rehabilitation Phase II Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Summary

Approve payment Application No. 6 and Final Payment to The Creel Company, Inc. in the

amount of \$42,852.20 for construction services rendered on the James Street Water Plant Rehabilitation Phase II Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and The Creel Company, Inc. dated August 16, 2011 for the Rehabilitation of James Street Water Plant Phase II, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

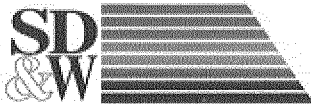
WITNESS my signature and the official seal of said City, on this the 7th day of August, 2012,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers /s/
CITY CLERK

(S E A L)

Publish (1) Friday August 10, 2012
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

OR136445

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CONNOLLY, PE., P.L.S.
KYLE D. WALLACE, PE.
SHEA E. MCNEASE, PE.
JOHN T. WEEKS, PE.
BENNIE J. SELLERS, PE., R.L.S.

PAUL J. SHOWS (1996)

July 12, 2012

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

Attn: Bert Kuyrkendall

**Re: James Street Water Plant Rehabilitation
Phase II**

Bert:

Enclosed please find the following closeout documents for the above referenced project:

- Pay Application No. 6 & Final
- Contractor's Affidavit of Release of Payment of Debts & Claims
- Consent of Surety to Release Final Payment
- Contractor's Warranty Letter
- Certificate of Substantial Completion
- Notarized Statement of Accordance with Project Documents

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

Enclosures

APPROVED FOR PAYMENT

DATE 7/17/12

SIGNATURE Bert Kuyrkendall

R-110-205-02-62

G:\PROJECTS\Hattiesburg_City of\1237B - James Street Water Plant Rehabilitation Phase II\Corres\1237B_Kuyrkendall_Pay App 6
Final.doc

ENTERED

075695.7245.02

MB 2011-5/115-118

APPLICATION AND CERTIFICATE FOR PAYMENT

THE CREEL COMPANY, INC.

James Street Water Plant Rehabilitation Phase II

900 James St. Hattiesburg, MS

Engineer: Shows, Dearman, & Waits, Inc.

Application No. Six (6)

Period TO: June 20, 2012

Application is made for Payment, as shown on the attached Schedule of Values

ORIGINAL CONTRACT SUM	\$ 919,928.00
Change Orders	\$ 19,854.00
CONTRACT SUM TO DATE	\$ 939,782.00
Total Amount Completed	\$ 939,782.00
Stored Material	\$ -
Subtotal to Date	\$ 939,782.00
Retainage Held 2.5% of Completed	\$ -
Total Amount Due Less Retainage	\$ 939,782.00
Less Previous Billings	\$ 896,929.80
Total Amount Due This Request	\$ 42,852.20

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: The Creel Company Inc.

By: Tusha Gant

Date: June 20, 2012

State of Alabama

County of Mobile

Subscribed and sworn to before me this 20th day of June, 2012

Notary Public: Menden McDuffie

My Commission expires: March 10, 2013

THE CREEL COMPANY, INC						
James Street Water Plant Rehabilitation Phase II						
900 James St. Hattiesburg, MS						
Engineer: Shows, Dearman, & Waits, Inc.						
Date: 6/20/12						
SCHEDULE OF VALUES						
Section	Description	Value	% Comp.	Tot. Comp	Prev. Bill	Amount Due
1	General Conditions					
	Mobilization	\$ 29,098.00	100%	\$ 29,098.00	\$ 29,098.00	\$ -
	Bonds and Insurance	\$ 18,000.00	100%	\$ 18,000.00	\$ 18,000.00	\$ -
	Demobilization	\$ 5,000.00	100%	\$ 5,000.00	\$ 5,000.00	\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
2	Site Work			\$ -		\$ -
	Demo Existing Piping	\$ 9,000.00	100%	\$ 9,000.00	\$ 9,000.00	\$ -
	Demo Concrete Aerator Trays	\$ 18,000.00	100%	\$ 18,000.00	\$ 18,000.00	\$ -
	Remove Coke	\$ 7,000.00	100%	\$ 7,000.00	\$ 7,000.00	\$ -
	Demo Existing Filter #1	\$ 16,500.00	100%	\$ 16,500.00	\$ 16,500.00	\$ -
	Remove Filter Material	\$ 5,000.00	100%	\$ 5,000.00	\$ 5,000.00	\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
3	Concrete			\$ -		\$ -
	Concrete Repair SE Corner	\$ 2,700.00	100%	\$ 2,700.00	\$ 2,700.00	\$ -
	Filter Lining System	\$ 75,000.00	100%	\$ 75,000.00	\$ 75,000.00	\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
5	Steel			\$ -		\$ -
	S.S. Air Piping	\$ 4,800.00	100%	\$ 4,800.00	\$ 4,800.00	\$ -
	S.S. Aerator Trays	\$ 167,000.00	100%	\$ 167,000.00	\$ 167,000.00	\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -

**AIA®****Document G706™ – 1994*****Contractor's Affidavit of Payment of Debts and Claims*****PROJECT:** *(Name and address)*James St Water Plant Rehab II
900 James St Hattiesburg, MS**ARCHITECT'S PROJECT NUMBER:****CONTRACT FOR:** \$939,782.00OWNER ☐ARCHITECT ☐CONTRACTOR ☐**TO OWNER:** *(Name and address)*City of Hattiesburg, MS
200 Forrest St
Hattiesburg, MS 39401**CONTRACT DATED:** August 16, 2011SURETY ☐OTHER ☐**STATE OF:** AL**COUNTY OF:** Mobile

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™).

CONTRACTOR: *(Name and address)*The Creel Company, Inc.
3762 Moffett Rd
Mobile, AL 36618**BY:***(Signature of authorized representative)*Tucker Creel, P. M.
*(Printed name and title)*Subscribed and sworn to before me
on this date: *July 10, 2012*Notary Public: *Brenda McDuffie*My Commission Expires: *3/10/13*



BOND NUMBER 3-897-553

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☒
SURETY	☐
OTHER	☐

TO OWNER: City of Hattiesburg, Mississippi
(Name and address)

ARCHITECT'S PROJECT NO.:

200 Forrest Street

CONTRACT FOR:
939,782.00

Hattiesburg, MS 39401

PROJECT: James Street Water Plant Rehabilitation
(Name and address) Phase II

CONTRACT DATED:
August 16, 2011

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Ohio Casualty Insurance Company
9450 SEWARD RD., FAIRFIELD, OHIO 45014

, SURETY,

on bond of
(Insert name and address of Contractor)

The Creel Company, Inc.
3762 Moffett Road
Mobile, AL 36618

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any
of its obligations to
(Insert name and address of Owner)

City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 6, 2012
(Insert in writing the month followed by the numeric date and year)

Attest:

The Ohio Casualty Insurance Company

(Surety)

(Signature of authorized representative)

Randall J. Turner, Attorney-in-Fact
(Printed name and title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

**CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY**

No. 41-563

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: Yancey E. Lovelace, Sr., Randall J. Turner, Keith Castleberry, Deborah P. Trawick, Robbie D. Duncan, Martha J. Washing, John J. Smith, Terece D. Shehan, Julie Taylor, Vicki Hunt, Frances Fowler, Sandy Redmon, Joy Lowery, Julie Livingston or Dale Taylor of Montgomery, Alabama its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE MILLION (\$5,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 5th day of September, 2008.



Mark E. Schmidt
Mark E. Schmidt, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 5th day of September, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 6th day of



Sam Lawrence
Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.

CONTRACTOR'S WARRANTY

July 10, 2012
(Date)

PROJECT:

James Street Water Plant Rehabilitation Phase II

The Creel Company Inc., warrants that all work shall remain in serviceable and good condition (ordinary wear and tear abuse and causes beyond the control of **The Creel Company Inc.,** excluded) for a period of one year from the date of acceptance of the work(2/24/12), and acknowledges that the Material and Performance Bond shall remain in effect to cover this guarantee period.

Tuck Creel
Witness
[Signature]
Witness

Tucker Creel, P.M.
Yale Budlong

STATE OF ALABAMA
COUNTY OF MOBILE

Before me this day personally appeared

G. Tucker Creel, who, being first duly sworn, deposed and says that he/she executed the foregoing instrument for the uses and purposed set forth therein.

Sworn to and subscribed before me this 10th day of July, 2012

SIGN: Brenda S. McDuffie
PRINT/TYPE: Brenda S. McDuffie
Notary Public; State of Alabama
My Commission Expires: 3/10/13

Certificate of Substantial Completion

PROJECT: James Street Water Plant Rehab Phase II

Contract No.: 15-11

Contract Date: August 16, 2011

TO: Shows, Dearman & Waits, Inc.

Date of Issuance: July 11, 2012

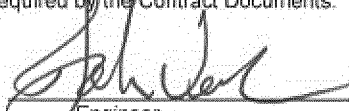
Definition of Date of Substantial Completion

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the project administrator when construction is sufficiently complete in accordance with the Contract Documents, so the City can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

Project or Designated Portion Shall Include:

Sitework, Concrete, Metal Fab, Paint, Filtration System, Control System, Piping, and Electrical

The work performed under this contract has been reviewed by authorized representatives of the Owner, Contractor and the Engineer and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as February 24, 2012 which is also the date of commencement of applicable warranties required by the Contract Documents.


Engineer

7/12/12
Date


Contractor

7/11/12
Date

THE CREEL COMPANY, INC.

GENERAL CONTRACTORS

3762 Moffett Road

Mobile, AL 36618

251-460-2722 Fax: 251-460-2774

Alabama State License No.: #20164

Mississippi Certificate of Responsibility No. 13758

Florida State License No. CGC1506181

Bruce G. Creel, President

July 10, 2012

The City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Re: James Street Water Plant Rehabilitation Phase II

The purpose of this letter is to certify that the above referenced project was completed in accordance with the contract documents.

Thank you,

G. Tucker Creel, Project Manager
The Creel Company, Inc.

Sworn to and subscribed before me this 10th day of July, 2012

SIGN:

PRINT/TYPE: Brenda S. McDuffie

Notary Public; State of Alabama

My Commission Expires: 3/10/13



City of Hattiesburg, MS

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

Master

File Number: 2012-1013

File ID: 2012-1013

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: Approve closeout and advertisement of closeout of Wesley Water Tank Treatment Plant project.

Final Action:

Minute Book Number: MB 2012-1/270

Title:

Approve payment Application No. 11 and Final Payment to Greenbriar Digging Service L.P. in the amount of \$68,998.75 for construction services rendered on the Wesley Water Tank Treatment Plant Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Notes:

Sponsors:

Enactment Date:

Attachments: Closeout Documents, As Built Plans, NOTICE OF FINAL SETTLEMENT-Wesley Treatment Plant

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-1013

Title

Approve payment Application No. 11 and Final Payment to Greenbriar Digging Service L.P. in the amount of \$68,998.75 for construction services rendered on the Wesley Water Tank Treatment Plant Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Summary

Approve payment Application No. 11 and Final Payment to Greenbriar Digging Service L.P. in the amount of \$68,998.75 for construction services rendered on the Wesley Water Tank

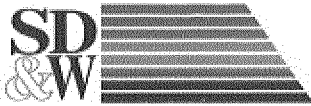
Treatment Plant Project; Approve final acceptance of said project; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

OK 136449

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CONNOLLY, PE., P.L.S.
KYLE D. WALLACE, PE.
SHEA E. McNEASE, PE.
JOHN T. WEEKS, PE.
BENNIE J. SELLERS, PE., R.L.S.

PAUL J. SHOWS (1996)

July 16, 2012

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Attn: Mr. Bert Kuyrkendall

Re: Wesley Water Tank Treatment
1214-W2

Bert:

Enclosed please find the following closeout documents for the above referenced project:

- Contractor's Warranty Letter
- Affidavit of Payment of Debts and Claims
- Consent of Surety to Final Payment
- Final Pay Estimate in the amount of \$68,998.75
- As-Built Drawings
- Operations and Maintenance Manual

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

Enclosures

ENTERED

099627. 124509

G:\PROJECTS\Hattiesburg_City of\F05-1214W2 - Wesley Treatment\Corres\1214W2_Hattiesburg_Estimate No 11 Final.doc

MB 2012-1/36 + 2011-1/14



GREENBRIAR

1941 Highway 550 NW
Brookhaven, MS 39601-9615
Telephone: 601-833-0975
Fax: 601-833-0986

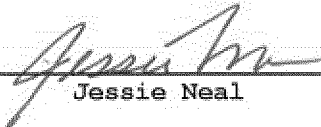
RE: CITY OF HATTIESBURG, MS
WESLEY WATER TANK TREATMENT PLANT

AFFIDAVIT

I certify that all bills for labor, services, materials and subcontractors have been paid and there are no suits pending in connection with the work done or labor and materials furnished under the above contract; and that we have received full payment for all contract work performed.

GREENBRIAR DIGGING SERVICE L P

BY


Jessie Neal

TITLE Managing Partner

DATE March 31, 2012

Subscribed and sworn to before me this

the 31st day of March, 2012


Notary Public

Joan Culpepper



**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 43BCSDB5597

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

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

PROJECT:
(Name and address)

Wesley Water Tank Treatment Plant

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: "see below"

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

, SURETY,

on bond of
(Insert name and address of Contractor)

Greenbriar Digging Service Limited Partnership
1941 Hwy 550 NW
Brookhaven, MS 39601

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

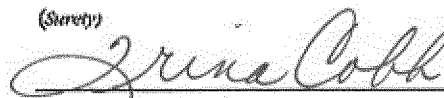
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 4, 2012
(Insert in writing the month followed by the numeric date and year.)

cc: Greenbriar Digging Service Limited Partnership
Hartford Fire Insurance Company

Hartford Fire Insurance Company

(Surety)

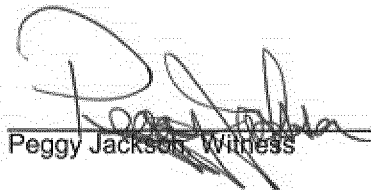

(Signature of authorized representative)

Trina Cobb Attorney-in-Fact

(Printed name and title)

Resident Mississippi Agent/Bottrell Insurance

Attest:
(Seal):


Peggy Jackson, Witness

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Trina Cobb of Jackson, MS

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 43BCSDB5597

on behalf of **Greenbriar Digging Service Limited Partnership**

naming

City of Hattiesburg

as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 4, 2012

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

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

ORIGINAL CONTRACT: \$1,370,500.00
CHANGE ORDERS: 9,475.00
REVISED CONTRACT: \$1,379,975.00

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

ORIGINAL COMPLETION: October 26, 2011
REVISED COMPLETION:

PROJECT: WESLEY WATER TANK TREATMENT PLANT

ESTIMATE #: FINAL

DATE: JANUARY 30, 2012 to MARCH 31, 2012

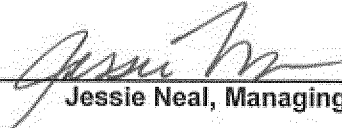
	<u>THIS PERIOD AMOUNT</u>	<u>TOTAL TO DATE AMOUNT</u>
BASE BID TOTALS:	0.00	1,379,975.00
INVENTORY:	0.00	0.00
TOTALS EARNED:	0.00	1,379,975.00
AMOUNT RETAINED ____%:	-68,998.75	0.00
PREVIOUS PAYMENT REQUESTS:	0.00	1,293,576.25
LIQUIDATED DAMAGES (25 Days x \$300):	0.00	17,400.00
AMOUNT DUE:	68,998.75	68,998.75

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 10 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated March 31, 2012

GREENBRIAR DSLP
CONTRACTOR

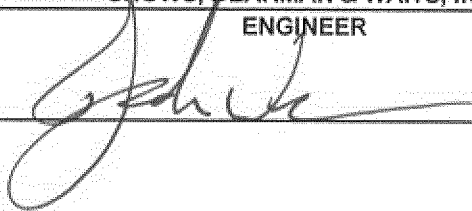
By: 
Jessie Neal, Managing Partner

ENGINEER Recommendation:

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

Dated 7-16-12, 2012

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: 

OWNER APPROVAL:

BY: 
CITY OF HATTIESBURG, MS

DATE: 7/25/12

ESTIMATE NUMBER: FINAL
NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL \$ 1,370,500.00 REVISED \$ 1,379,975.00
COMPLETION DATE: ORIGINAL October 26, 2011
DATES OF ESTIMATE: January 30, 2012 to March 31, 2012
PROJECT DESCRIPTION: WESLEY WATER TANK TREATMENT PLANT

ITEM	DESCRIPTION	UNIT	QUANTITY	COST	THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT
1.	MOBILIZATION	LS	1	15,000.00	-	-	1	15,000.00
2.	CONCRETE TANK	LS	1	125,000.00	-	-	1	125,000.00
3.	BUILDING	LS	1	75,000.00	-	-	1	75,000.00
4.	YARD PIPING	LS	1	80,000.00	-	-	1	80,000.00
5.	FILTERS	LS	1	400,000.00	-	-	1	400,000.00
6.	AERATOR	LS	1	85,000.00	-	-	1	85,000.00
7.	CHEMICAL FEED	LS	1	30,000.00	-	-	1	30,000.00
8.	LIME FEEDER	LS	1	23,500.00	-	-	1	23,500.00
9.	SERVICE PUMPS	LS	1	85,000.00	-	-	1	85,000.00
10.	ELECTRICAL	LS	1	225,000.00	-	-	1	225,000.00
11.	GENERATOR	LS	1	115,000.00	-	-	1	115,000.00
12.	DETENTION POND	LS	1	40,000.00	-	-	1	40,000.00
13.	SITEWORK	LS	1	12,000.00	-	-	1	12,000.00
14.	SEWER	LS	1	35,000.00	-	-	1	35,000.00
15.	PRESSURE FILTER SLAB	LS	1	25,000.00	-	-	1	25,000.00
CO-1.	INSTALL 3-PIECE, 1½" ALUMINUM GRATING OVER BACKWASH SUMP	LS	1	2,600.00	-	-	1	2,600.00
CO-2.	INSTALL 2" AIR RELEASE VALVES w/ BALL VALVES ON PRESSURE FILTERS	LS	1	1,975.00	-	-	1	1,975.00

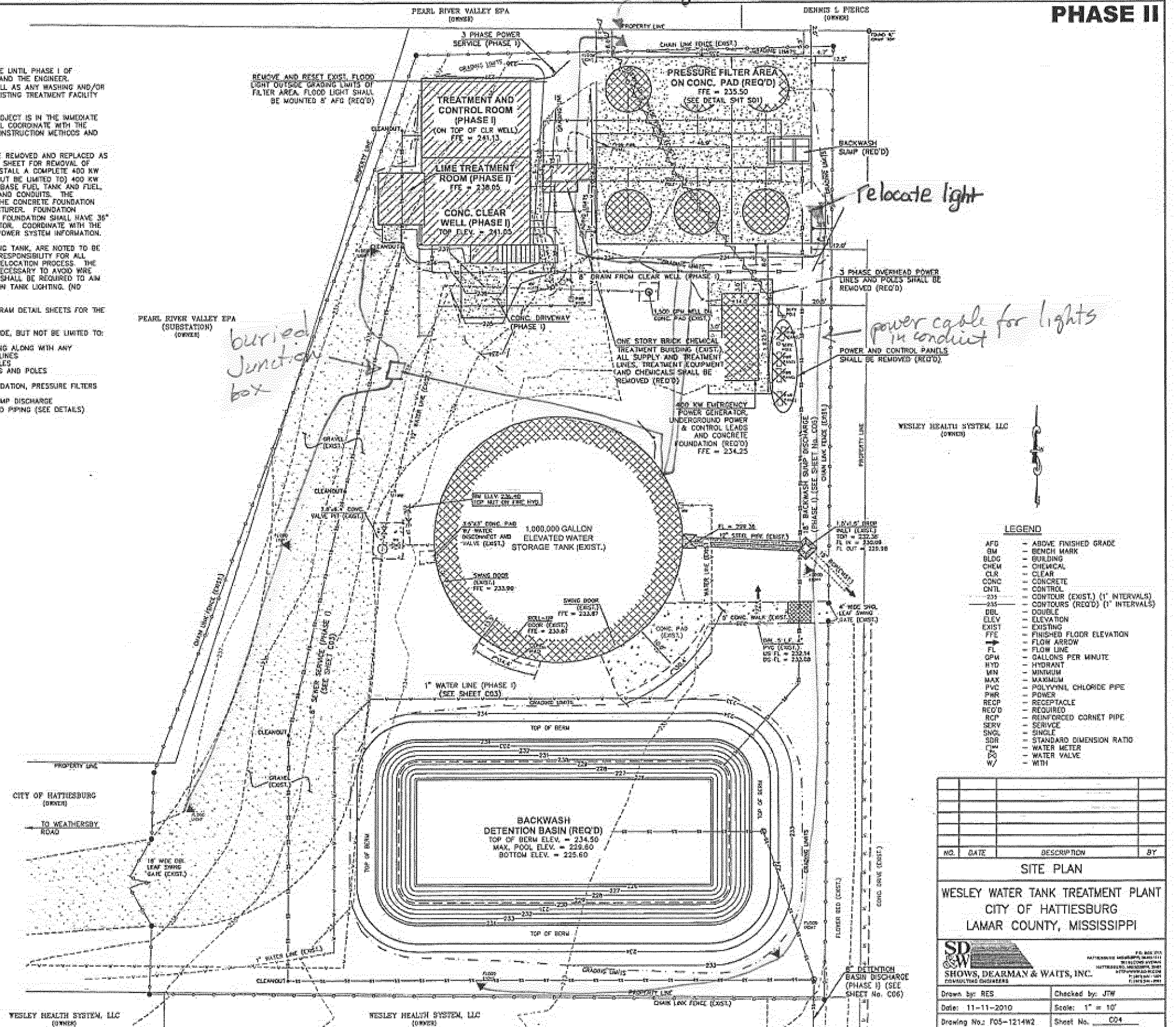
ITEM	DESCRIPTION	UNIT	QUANTITY	COST	THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT
CO-3.	INSTALL 200 # RIP RAP at BACKWASH DISCHARGE PIPE	LS	1	2,100.00	-	-	1	2,100.00
CO-4.	INSTALL 3-6" GABION ROCK OVER DETENTION POND OUTLET PIPE	LS	1	2,050.00	-	-	1	2,050.00
CO-5.	INSTALL ±150 SF OF WASH GRAVEL w/ FILTER FABRIC BETWEEN CLEAR WELL & FILTER SLAB	LS	1	1,300.00	-	-	1	1,300.00
CO-6.	INSTALL ±1,600 SF OF WASH GRAVEL BETWEEN FILTER SLAB & ELEVATED TANK	LS	1	2,200.00	-	-	1	2,200.00
CO-7.	DELETE DRAINAGE PIPE	LS	1	(2,750.00)	-	-	1	(2,750.00)
TOTALS				\$ 1,379,975.00	\$	-		\$ 1,379,975.00

As-Built

PHASE II

CONSTRUCTION PHASE II NOTES:

1. THE EXISTING TREATMENT FACILITY SHALL REMAIN IN SERVICE UNTIL PHASE I OF CONSTRUCTION IS ACCEPTED AS COMPLETE BY THE OWNER AND THE ENGINEER. ACCEPTANCE SHALL INCLUDE ANY TESTING REQUIRED AS WELL AS ANY WASHING AND/OR DISINFECTING THE CLEAR WELL, AFTER ACCEPTANCE, THE EXISTING TREATMENT FACILITY SHALL BE REMOVED IN ITS ENTIRETY.
2. THE CONTRACTOR SHALL TAKE SPECIAL NOTE THAT THIS PROJECT IS IN THE IMMEDIATE VICINITY OF A POWER SUBSTATION. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY OWNER PRIOR TO CONSTRUCTION REGARDING ANY CONSTRUCTION METHODS AND EQUIPMENT WHICH MAY BE USED FOR THIS PROJECT.
3. THE EXISTING 230 KW EMERGENCY POWER SYSTEM SHALL BE REMOVED AND REPLACED AS A PART OF THIS PROJECT. COORDINATE WITH PHASE I PLAN SHEET FOR REMOVAL OF EXISTING SYSTEM. THE CONTRACTOR SHALL FURNISH AND INSTALL A COMPLETE 400 KW EMERGENCY POWER SYSTEM. THE SYSTEM SHALL INCLUDE (BUT BE LIMITED TO) 400 KW EMERGENCY GENERATOR, AUTOMATIC TRANSFER SWITCH, SUBBASE FUEL TANK AND FUEL CONCRETE GENERATOR FOUNDATION, UNDERGROUND WIRING AND CONDUITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CONCRETE FOUNDATION BASED ON THE RECOMMENDATIONS OF GENERATOR MANUFACTURER. FOUNDATION DIMENSIONS SHOWN ARE APPROXIMATE. THE FOUNDATION SHALL HAVE 36" WIDE PAVED WORK AREA COMPLETELY AROUND THE GENERATOR. COORDINATE WITH THE ELECTRICAL SHEETS AND NOTES FOR SPECIFIC EMERGENCY POWER SYSTEM INFORMATION.
4. SOME EXISTING FLOOD LIGHTS WHICH ILLUMINATE THE EXISTING TANK, ARE NOTED TO BE REMOVED AND RESET. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ALL EQUIPMENT, MATERIALS AND LABOR ASSOCIATED WITH THE RELOCATION PROCESS. THE CONTRACTOR SHALL COMPLETELY REPLACE WIRE RUNS AS NECESSARY TO AVOID WIRE SPLICES, EXCEPT AT FIXTURE LOCATIONS. THE CONTRACTOR SHALL BE REQUIRED TO AM ALL RELATED FIXTURES TO MATCH THE PRE-CONSTRUCTION TANK LIGHTING. (NO SEPARATE PAY)
5. COORDINATE WITH THE SINGLE LINE PIPING AND POWER DIAGRAM DETAIL SHEETS FOR THE VARIOUS PHASES OF CONSTRUCTION.
6. CONSTRUCTION FOR PHASE II OF THIS PROJECT SHALL INCLUDE, BUT NOT BE LIMITED TO:
 - 6.1. INSTALLATION OF EMERGENCY POWER SYSTEM
 - 6.2. REMOVAL OF THE EXISTING CHEMICAL TREATMENT BUILDING ALONG WITH ANY ASSOCIATED CHIMNEYS AND ABOVE GROUND BUILDING LINES
 - 6.3. REMOVAL OF THE EXISTING ELECTRICAL SERVICE AND POLES
 - 6.4. REMOVAL OF THE EXISTING POWER AND CONTROL PANELS AND POLES
 - 6.5. RELOCATION OF EXISTING FLOOD LIGHTS
 - 6.6. INSTALLATION OF THE PRESSURE FILTERS, CONCRETE FOUNDATION, PRESSURE FILTERS AND BACKWASH PUMP AND DISCHARGE
 - 6.7. INSTALLATION OF THE REMAINDER OF THE BACKWASH PUMP DISCHARGE
 - 6.8. INSTALLATION OF ALL UNDERGROUND AND ABOVE GROUND PIPING (SEE DETAILS)



No.	Date	Description	By
TREATMENT PLANT PIPE PLAN			
WESLEY WATER TANK TREATMENT PLANT CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
 S.D. & W.		P.O. BOX 1711 HATTIESBURG, MS 39403-0171 TEL: 601.484.4700 FAX: FAX: 601.484.4700 INTERNATIONAL MAILING PERMIT NO. 5002 AT OXFORD, MS 38655 U.S. POSTAGE WILL BE PAID BY ADDRESSEE	
SHOWS, DEARMAN & WAITS, INC. CONSULTANT ENGINEERS			
Drawn by:	RES	Checked by:	JTW
Date:	10-29-2010	Scale:	A5 NOTED
Drawing No.:	F05-1214W2	Sheet No.	C11

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Greenbriar Digging Service L. P. dated February 8, 2011 for the Wesley Water Tank Treatment Plant, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 7th day of August, 2012,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers /s/
CITY CLERK

(S E A L)

Publish (1) Friday August 10, 2012
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



City of Hattiesburg, MS

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

Master

File Number: 2012-0997

File ID: 2012-0997

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2012

Brief Title: Acknowledge bids received for Hardy Street Widening between 21st Ave and Hwy 49, and accept bid from Dunn Roadbuilders.

Final Action:

Minute Book Number: MB 2012-1/270

Title:

Acknowledge bids received on July 26, 2012 for the Widening of Hardy Street between 21st Ave and Hwy 49 (MDOT Project No. HPP-6098-00(007) LPA 105194-801000); accept bid of \$985,644.52 from Dunn Roadbuilders of Laurel, MS contingent upon MDOT concurrence; authorize Mayor to execute contract for said project.

Notes: 072201.7230.52

Sponsors:

Enactment Date:

Attachments: Bid Tab Cover Letter, Bid Tab

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-0997

Title

Acknowledge bids received on July 26, 2012 for the Widening of Hardy Street between 21st Ave and Hwy 49 (MDOT Project No. HPP-6098-00(007) LPA 105194-801000); accept bid of \$985,644.52 from Dunn Roadbuilders of Laurel, MS contingent upon MDOT concurrence; authorize Mayor to execute contract for said project.

Summary

Acknowledge bids received on July 26, 2012 for the Widening of Hardy Street between 21st Ave and Hwy 49 (MDOT Project No. HPP-6098-00(007) LPA 105194-801000); accept bid of

\$985,644.52 from Dunn Roadbuilders of Laurel, MS contingent upon MDOT concurrence;
authorize Mayor to execute contract for said project.

Budget Information

\$985,644.52

072201.7230.52

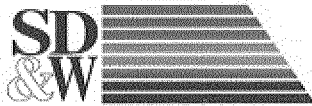
Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. MCNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.

PAUL J. SHOWS (1996)

July 26, 2012

City of Hattiesburg
ATTN: Mr. Bert Kuyrkendall
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: Widening of Hardy Street between 21st Avenue and HWY 49
City of Hattiesburg
HPP-6098-00(007)LPA/105194-8010000

Dear Mr. Kuyrkendall:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on July 26, 2012 for the above referenced project.

I am recommending the lowest bidder, Dunn Roadbuilders, LLC. of Laurel, MS in the bid amount of Nine Hundred Eighty-Five Thousand Six Hundred Forty-Four Dollars and Fifty-Two Cents (\$985,644.52), contingent upon MDOT concurrence.

Enclosed is a copy of the original bid from Dunn Roadbuilders, LLC and the original bids from all other bidders.

Please do not hesitate to call should you have questions or comments.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

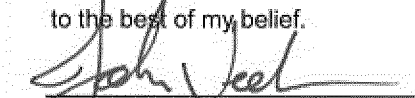
Enclosure(s)

Cc: Eddie Meyers

BID TAB				July 26, 2012		Dunn Roadbuilders, LLC		Warren Paving, Inc.	
Project:		Widening of Hardy St Between 21st Avenue and Hwy 49				PO Drawer 6560		PO Box 572	
		City of Hattiesburg, MS				Laurel, MS 39441		Hattiesburg, MS 39403	
Project No.		1227							
Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
202-B005	REMOVAL of ASPHALT PAVEMENT, ALL DEPTHS	SQ. YD.	475	\$9.00	\$4,275.00	\$15.00	\$7,125.00		
202-B030	REMOVAL of CONCRETE PAVEMENT, ALL DEPTHS	SQ. YD.	1584	\$9.00	\$14,256.00	\$35.00	\$55,440.00		
202-B057	REMOVAL of INLETS, ALL SIZES	EACH	3	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00		
202-B018	REMOVAL of CONCRETE DRIVEWAYS, ALL DEPTHS	SQ. YD.	135	\$10.00	\$1,350.00	\$78.00	\$10,530.00		
202-B035	REMOVAL of SIDEWALK	SQ. YD.	393	\$9.50	\$3,733.50	\$15.00	\$5,895.00		
202-B038	REMOVAL of CURB, ALL TYPES	LIN. FT.	2509	\$5.13	\$12,871.17	\$8.00	\$20,072.00		
202-B033	REMOVAL of CONCRETE PAVEMENT, W/VARIABLE DEPTH OVERLAY	SQ. YD.	20	\$75.00	\$1,500.00	\$100.00	\$2,000.00		
202-B106	REMOVAL of PIPE, ALL SIZES	LIN. FT.	137	\$16.00	\$2,192.00	\$20.00	\$2,740.00		
203-G003	EXCESS EXCAVATION, FM, AH	CU. YD.	3179	\$25.00	\$79,475.00	\$18.00	\$57,222.00		
206-A001	STRUCTURE EXCAVATION	CU. YD.	128	\$25.00	\$3,200.00	\$30.00	\$3,840.00		
211-B001	TOPSOIL for SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	137	\$30.00	\$4,110.00	\$35.00	\$4,795.00		
212-B001	STANDARD GROUND PREPARATION	SQ. YD.	1559	\$0.25	\$389.75	\$1.00	\$1,559.00		
907-213-A001	AGRICULTURAL LIMESTONE	TON	3	\$215.00	\$645.00	\$350.00	\$1,050.00		
213-B001	COMBINATION FERTILIZER, 13-13-13	TON	1	\$865.00	\$865.00	\$1,000.00	\$1,000.00		
216-A001	SOLID SODDING	SQ. YD.	1559	\$4.50	\$7,015.50	\$5.00	\$7,795.00		
219-A001	WATERING	KGAL.	32	\$22.00	\$704.00	\$200.00	\$6,400.00		
907-225-A001	GRASSING	ACRE	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00		
234-A001	TEMPORARY SILT FENCE	LIN. FT.	1000	\$1.00	\$1,000.00	\$4.00	\$4,000.00		
907-237-A002	WATTLES, 12"	LIN. FT.	500	\$5.40	\$2,700.00	\$8.00	\$4,000.00		
907-237-A003	WATTLES, 20"	LIN. FT.	500	\$6.50	\$3,250.00	\$10.00	\$5,000.00		
907-304-A005	GRANULAR MATERIAL, LVM, CLASS 9; GROUP C	CU. YD.	279	\$28.50	\$7,951.50	\$25.00	\$6,975.00		
907-304-F001	SIZE 825 CRUSHED STONE BASE	TON	1345	\$54.00	\$72,630.00	\$40.00	\$53,800.00		
907-403-A010	HOT MIX ASPHALT, MT, 9.5 mm MIXTURE	TON	1130	\$0.00	\$0.00	\$100.00	\$113,000.00		
or 907-403-M006	WARM MIX ASPHALT, MT, 9.5mm MIXTURE	TON	1130	\$117.25	\$132,492.50	\$0.00	\$0.00		
907-403-A007	HOT MIX ASPHALT, MT, 19 mm MIXTURE	TON	1111	\$0.00	\$0.00	\$90.00	\$99,990.00		
or 907-403-M007	WARM MIX ASPHALT, MT, 19 mm MIXTURE	TON	1111	\$92.50	\$102,767.50	\$0.00	\$0.00		
907-403-B006	HOT MIX ASPHALT, MT, 9.5 mm MIXTURE, LEVELING	TON	325	\$0.00	\$0.00	\$125.00	\$40,625.00		
or 907-403-N005	WARM MIX ASPHALT, MT, 9.5 mm MIXTURE, LEVELING	TON	325	\$113.00	\$36,725.00	\$0.00	\$0.00		
406-A001	COLD MILLING of BITUMINOUS PAVEMENT, ALL DEPTHS	SQ. YD.	10,836	\$2.25	\$24,381.00	\$2.50	\$27,090.00		
907-407-A001	ASPHALT FOR TACK COAT	GALLON	2,400	\$2.75	\$6,600.00	\$3.50	\$8,400.00		
907-601-B003	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	CU. YD.	18	\$1,350.00	\$24,300.00	\$1,800.00	\$32,400.00		
602-A001	REINFORCING STEEL	LB.	1685	\$2.25	\$3,791.25	\$2.50	\$4,212.50		
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LIN. FT.	128	\$61.15	\$7,827.20	\$80.00	\$10,240.00		
603-CE039	22" X 13" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	LIN. FT.	32	\$73.00	\$2,336.00	\$100.00	\$3,200.00		
907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	LIN. FT.	383	\$39.00	\$14,937.00	\$30.00	\$11,490.00		
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	LIN. FT.	20	\$52.00	\$1,040.00	\$100.00	\$2,000.00		
604-A001	CASTINGS	LB.	632	\$4.50	\$2,844.00	\$5.00	\$3,160.00		
604-B001	GRATINGS	LB.	139	\$6.80	\$945.20	\$8.00	\$1,112.00		
608-A001	CONCRETE SIDEWALK, without REINFORCEMENT	SQ. YD.	706	\$41.00	\$28,946.00	\$38.00	\$26,828.00		
907-608-E002	ASPHALT PAVEMENT TEXTURING	SQ. FT.	4241	\$4.50	\$19,084.50	\$6.00	\$25,446.00		

BID TAB				July 26, 2012		Dunn Roadbuilders, LLC		Warren Paving, Inc.	
Project:		Widening of Hardy St Between 21st Avenue and Hwy 49				PO Drawer 6560		PO Box 572	
		City of Hattiesburg, MS				Laurel, MS 39441		Hattiesburg, MS 39403	
Project No.		1227							
Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
609-B001	CONCRETE CURB, HEADER	LIN. FT.	150	\$15.00	\$2,250.00	\$20.00	\$3,000.00		
609-B002	CONCRETE CURB, DOWELED	LIN. FT.	344	\$15.50	\$5,332.00	\$22.00	\$7,568.00		
609-B005	CONCRETE CURB, SPECIAL DESIGN DOWELED	LIN. FT.	320	\$15.50	\$4,960.00	\$22.00	\$7,040.00		
609-D001	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1	LIN. FT.	89	\$17.00	\$1,513.00	\$20.00	\$1,780.00		
609-D016	COMBINATION CONCRETE CURB and GUTTER, TYPE 3A, MODIFIED	LIN. FT.	1620	\$15.00	\$24,300.00	\$18.00	\$29,160.00		
907-611-B001	BRICK PAVERS	SQ. FT.	715	\$11.25	\$8,043.75	\$12.00	\$8,580.00		
613-D010	ADJUSTMENT of MANHOLE COVER and WATER VALVE	EACH	18	\$310.00	\$5,580.00	\$500.00	\$9,000.00		
613-D003	ADJUSTMENT of EXISTING CURB INLET	EACH	5	\$2,400.00	\$12,000.00	\$2,500.00	\$12,500.00		
614-A001	CONCRETE DRIVEWAY, without REINFORCEMENT	SQ. YD.	1023	\$56.00	\$57,288.00	\$43.50	\$44,500.50		
616-A002	CONCRETE MEDIAN AND /OR ISLAND PAVEMENT, 6-INCH	SQ. YD.	79	\$65.00	\$5,135.00	\$43.50	\$3,436.50		
618-A001	MAINTENANCE of TRAFFIC	LUMP SUM	100%	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00		
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	\$10.00	\$10.00	\$10.00	\$10.00		
619-A3001	TEMPORARY TRAFFIC STRIPE, SKIP WHITE	LIN. FT.	7392	\$0.40	\$2,956.80	\$0.50	\$3,696.00		
619-A4001	TEMPORARY TRAFFIC STRIPE, SKIP YELLOW	LIN. FT.	1940	\$0.40	\$776.00	\$0.50	\$970.00		
619-A2001	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW	LIN. FT.	7264	\$0.40	\$2,905.60	\$0.50	\$3,632.00		
619-A5001	TEMPORARY TRAFFIC STRIPE, DETAIL	LIN. FT.	5716	\$0.65	\$3,715.40	\$0.75	\$4,287.00		
619-A6001	TEMPORARY TRAFFIC STRIPE, LEGEND	LIN. FT.	2400	\$0.60	\$1,440.00	\$0.75	\$1,800.00		
619-A6002	TEMPORARY TRAFFIC STRIPE, LEGEND	SQ. FT.	986	\$1.40	\$1,380.40	\$1.50	\$1,479.00		
620-A001	MOBILIZATION	LUMP SUM	100%	\$73,000.00	\$73,000.00	\$100,000.00	\$100,000.00		
907-626-A004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	LIN. FT.	3696	\$0.25	\$924.00	\$0.50	\$1,848.00		
907-626-C007	6" THERMOPLASTIC DOUBLE DROP EDGE STRIPE, CONTINUOUS WHITE	LIN. FT.	3096	\$0.55	\$1,702.80	\$0.75	\$2,322.00		
907-626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LIN. FT.	970	\$0.25	\$242.50	\$0.50	\$485.00		
907-626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LIN. FT.	3632	\$0.55	\$1,997.60	\$0.75	\$2,724.00		
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.	2164	\$0.70	\$1,514.80	\$1.00	\$2,164.00		
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	LIN. FT.	694	\$0.70	\$485.80	\$1.00	\$694.00		
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LIN. FT.	1200	\$2.00	\$2,400.00	\$2.00	\$2,400.00		
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	493	\$4.10	\$2,021.30	\$4.00	\$1,972.00		
627-K001	RED-CLEAR REFLECTIVE HIGH PERMANENCE RAISED MARKERS	EACH	111	\$4.10	\$455.10	\$5.00	\$555.00		
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERMANENCE RAISED MARKERS	EACH	211	\$4.10	\$865.10	\$5.00	\$1,055.00		
907-639-A0045	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE SPECIAL DESIGN, 21' SHAFT & 24' ARM	EACH	1	\$10,000.00	\$10,000.00	\$7,550.50	\$7,550.50		
907-639-C002	POLE FOUNDATIONS, 36" DIAMETER	CU. YD.	2	\$1,200.00	\$2,400.00	\$930.50	\$1,861.00		
907-639-D001	SLIP CASING, 36" DIAMETER	LIN. FT.	10	\$10.00	\$100.00	\$100.00	\$1,000.00		
907-639-G001	TRAFFIC SIGNAL POLE MAST ARM EXTENSION	EACH	1	\$10.00	\$10.00	\$500.00	\$500.00		
645-A001	FLASHER ASSEMBLY, SCHOOL CROSSING, COMPLETE-IN-PLACE	EACH	2	\$4,600.00	\$9,200.00	\$3,580.00	\$7,160.00		
907-699-A001	ROADWAY CONSTRUCTION STAKES	LUMP SUM	100%	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00		
809-A003	RETAINING WALL SYSTEM	SQ. FT.	1522	\$34.50	\$52,509.00	\$50.00	\$76,100.00		
Bid Total:					\$985,644.52		\$1,100,761.00		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 26, 2012 at 10:00am, and that said tabulation is true and correct to the best of my belief.


John T. Weeks, P.E.



City of Hattiesburg, MS

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

Master

File Number: 2012-1023

File ID: 2012-1023

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2012

Brief Title: Re-Advertisement of Kamper Park Tennis Court Surfacing.

Final Action:

Minute Book Number: MB 2012-1/270

Title:

Acknowledge no bids were received on August 2, 2012 for Kamper Park Asphalt Tennis Courts Surfacing for the Parks and Recreation Department and authorize Re-Publication of advertisement of the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Specifications- Tennis Court Surfacing, Notice to Bidder- Kamper Park Tennis Court Surfacing

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	08/07/2012					

Text of Legislative File 2012-1023

Title

Acknowledge no bids were received on August 2, 2012 for Kamper Park Asphalt Tennis Courts Surfacing for the Parks and Recreation Department and authorize Re-Publication of advertisement of the same.

Summary

Re-Advertise of bid for Kamper Park Tennis Courts Surfacing.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Kamper Park Asphalt Tennis Courts Surfacing Specifications

GUIDE SPECIFICATIONS FOR SURFACING TENNIS COURTS PART 1 – SCOPE OF WORK

1.01 Work Included

This work includes furnishing and installing surfacing and striping for (6) six asphalt tennis Courts located at Kamper Park Tennis Complex, 1700 Hardy Street, Hattiesburg, MS 39401.

1.02 Description of Systems and General Conditions

This specification shall define the Color Coating system application and striping applications for asphalt tennis courts.

1.03 Contractor Pre-Qualification Requirements

- a) Contractor must have experience with similar projects, and must provide owner with a list of jobs completed within the last 5 years.
- b) Contractor must supply owner with sample of proposed product for prior approval.
- c) Contractor must be a member in good standing with the "American sports Builders Association" (United States Tennis Court and Track Builders Association). This is to ensure that the contractor has met the requirements set forth to be able to perform this specialty work.
- d) Contractor should be licensed in the state of which the work is to be performed and entitled to practice the following classifications: Tennis Court and Running Track facilities.
- e) Contractor must use materials that meet the guidelines and specifications for the "American sports Builders Association (United States Tennis Court and track Builders Association).

1.04 Contractors Responsibility

- a) Start and complete project in a timely manner as specified in the contract documents. Contract shall be completed within 45 days of mutually agreed upon start date.
- b) Furnishing all labor, materials, equipment and taxes to fully execute job.
- c) Furnish and maintain temporary flagging and barricades as required to protect employees and public at all times.
- d) Daily clean-up of trash and debris.
- e) Contractor must carry proper insurance. (A 30 day cancellation notification shall apply to all policies).

1.05 Insurance Requirements:

- a) Commercial General Liability /General Aggregate \$ 1,000,000.
- b) Commercial Business Automobile Liability
- c) Workers' Compensation

* Bodily injury by Accident \$ 1,000,000 per accident

1.05.1 Quality Assurance

a) Upon request from owner, contractor shall supply owner with a list of similar projects and its contacts that have been successfully completed within the last three years. (Pictures may be required).

b) Contractor shall provide owner with a reference letter of good standing from the material manufacturer.

1.06 Warranty

All surfacing materials and labor shall be warranted for a period of no less than one (1) year.

PART 2 - MATERIALS FOR COLOR COATING SYSTEM

2.01 Approved Materials:

Specific manufactures and/or products listed throughout the specifications are for comparison purposes only and are only intended to establish a minimum level of capability and quality. It is not our intention to restrict or inhibit any vendor from bidding other material than those listed in these specifications. Contractor shall provide specification sheet for all material used in this project as part of the bid package.

a) California Products – Patch Binder – (Latex cement additive)

b) California Products – Acrylic Crack Filler

c) California Products – Acrylic Resurfacer

d) California Products – Plexipave – (Paint)

e) California Products – Textured Line Paint

f) Sand – 80-120 Mesh

g) Water – Clean and Fresh

PART 3 – SURFACING PROCEDURES

3.01 Surface Preparation

The surface to be coated must be sound, have adequate drainage and must be pressure washed to remove any dirt, grease, dust, and or any delaminated areas. All patching must be completed before surfacing materials are applied. New asphalt must cure thirty (30) days prior to surfacing.

3.02 Flooding and Patching

Slab must be flooded to expose birdbaths (areas that hold water). Flood slab, then allow slab to drain for one (1) hour. Mark all birdbaths that are greater than 1/8" (nickel depth). All birdbaths must be patched using the California Products Patch Binder Mix. All areas that need patching shall be primed first. Adequate parts of patch binder, silica sand, and Portland shall be blended together and applied for a resilient patch. All patches shall blend into existing slab. Some sanding may be required for blending. Fill all cracks with approved tennis court crack filler. Bad cracks may need to be coated with Acrylic Resurfacer before surfacing materials are applied.

3.03 Base Coat

Apply two (2) coats of California Products Acrylic Resurfacer to improve the look and planarity of the slab, Provide a tight blemish free base, and to provide better adhesion for the paint surface.

Acrylic Resurfacer shall be applied by method of squeegee for the purpose of filling in small pits and covering small voids. (Slab shall be scraped between all coats to remove trash that may collect while applying).

3.06 Paint Surfacing

Apply two coats of California Products Plexipave. Paint shall be applied by method of squeegee for the purpose of filling in small pits and covering small voids. Allow enough time for paint coats to thoroughly dry before reapplying. (Slab may need to be scraped before applying second coat).

3.07 Line Striping

Apply textured line paint after final surfacing coat is thoroughly dried. Lines must be 2" in width and shall conform to the regulations set forth by the American Sports Builders Association (USTC & TBA).

PART 4 – COLOR

4.01 Color Layouts and Scheme

Tennis Court color scheme shall be Dark Green perimeter and USTA Blue playing surface. All court lines shall be White.

PART 5- NET POSTS

5.01 Net Posts

Vendor shall refurbish, repaint and reinstall all net posts that were pulled during the new asphalt installation. Vendor shall also install new tennis nets at completion of surfacing project.

5.02 Net Post Sleeves

Vendor shall drill and install new 18"X18"x3.5' round net post holes. Vendor shall also install 3" Schedule 40 PVC sleeve in each hole for proper sturdy net post installation.

PART 6 – LIMITATIONS

Material Limitations

Surfacing materials shall not be applied when temperatures are below 50 degrees Fahrenheit or if temperatures are above 130 degrees Fahrenheit. Do not apply material if slab is wet or if rain is apparent. Do not store materials in direct sunlight. Do not allow material to freeze. Keep containers sealed until use.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Friday, September 7, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

KAMPER PARK ASPHALT TENNIS COURTS SURFACING

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of August 2012.

CITY OF HATTIESBURG, MISSISSIPPI

Publish (2) Wednesday August 8th & August 15th 2012.

BY: Eddie R Myers/s/

CITY CLERK

(S E A L)



City of Hattiesburg, MS

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

Master

File Number: 2012-1017

File ID: 2012-1017

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: Notice of Public Hearing on Proposed Budget and
Tax Levies

Final Action:

Minute Book Number: MB 2012-1/270

Title:

Authorize advertisement of Notice of Tax Increase and Public Hearing on
Proposed Budget and Proposed Tax Levies for the City of Hattiesburg for
FY 2012-13

Notes:

Sponsors:

Enactment Date:

Attachments: Proposed Tax Levies Hearing

Enactment Number:

Contact: Connie Everett

Meeting Date: 08/07/2012

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-1017

Title

Authorize advertisement of Notice of Tax Increase and Public Hearing on Proposed Budget
and Proposed Tax Levies for the City of Hattiesburg for FY 2012-13

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**NOTICE OF A TAX INCREASE AND A PUBLIC HEARING ON THE
PROPOSED BUDGET AND PROPOSED TAX LEVIES 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 2012-13 and on its proposed budget and proposed tax levies for Fiscal year 2012-13 on Tuesday, August 21, 2012, at 4:00 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg and Hattiesburg Municipal Separate School District are now operating with a projected total budget revenue of \$136,382,388. Twenty-seven percent (27%) or \$36,968,183 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$112,113,347. Of that amount, 33.73%, or \$37,815,508 is proposed to be financed through a total ad valorem tax levy.

For next fiscal year, the City of Hattiesburg plans to increase your ad valorem tax millage rate by 5.55 mills from 110.73 mills to 116.28 mills. This increase means that you will pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property. Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed ad valorem tax increase, and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

The increase in the tax levy is necessary because of an increased funding request made by the Hattiesburg Municipal Separate School District and statutory funding requirements for the Municipal Retirement System.



City of Hattiesburg, MS

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

Master

File Number: 2012-1014

File ID: 2012-1014

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: Approve Plans and Specifications for the Drainage Improvements to Gordon's Creek at the VFW project; authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB 2012-1/270

Title:

Approve the plans and specifications for the Drainage Improvements to Gordon's Creek at the VFW; Authorize the advertisement for bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: 1292_CreekPlans_2012-07-30, 1292_Specs,
1292-Advertisement for Bids, executed
1292-Advertisement for Bids

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-1014

Title

Approve the plans and specifications for the Drainage Improvements to Gordon's Creek at the VFW; Authorize the advertisement for bids for same.

Summary

Approve the plans and specifications for the Drainage Improvements to Gordon's Creek at the VFW; Authorize the advertisement for bids for same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger on 8/1/12 and 8/8/12

CONSTRUCTION PLANS

FOR

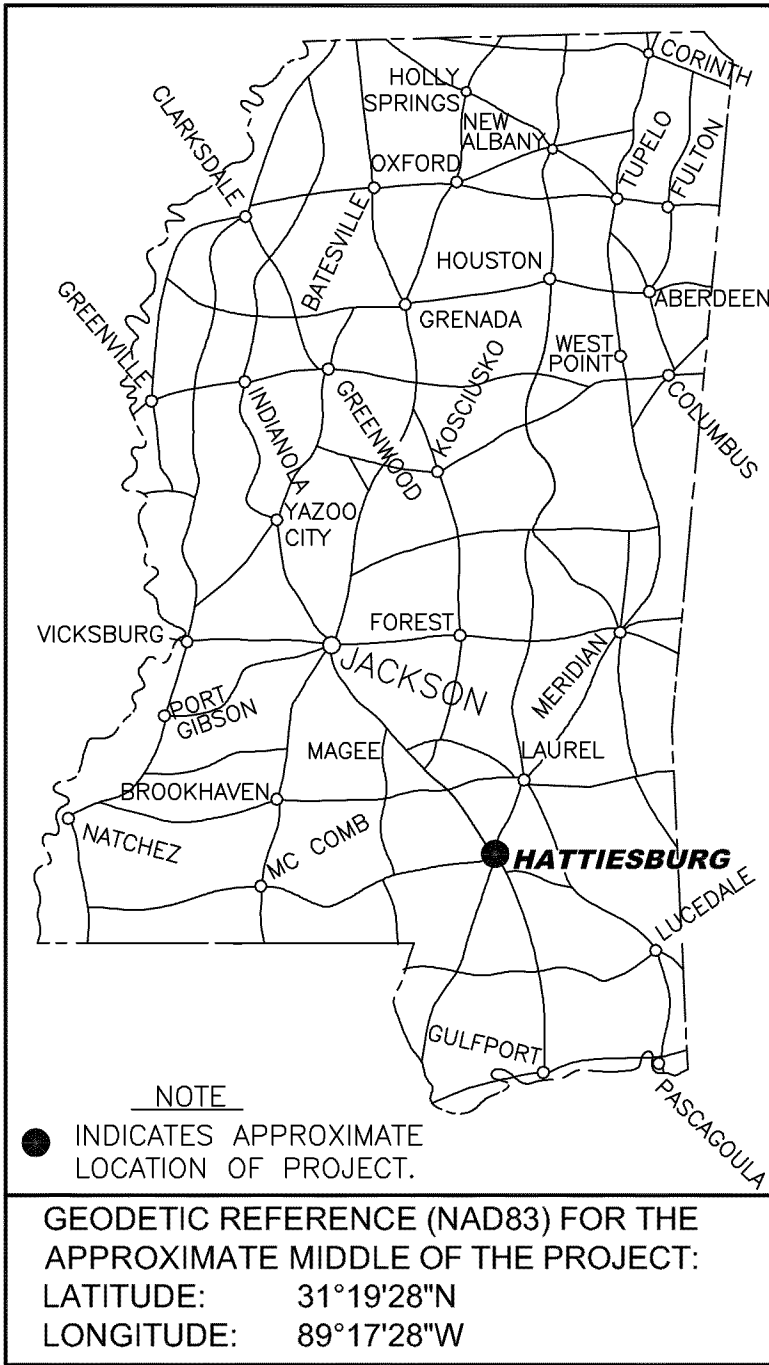
DRAINAGE IMPROVEMENTS TO
GORDONS CREEK AT THE V.F.W.

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

JULY 2012



SEE SHEET No. 2 FOR DETAIL SHEET INDEX

MAYOR

Johnny DuPree, Ph. D.

COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

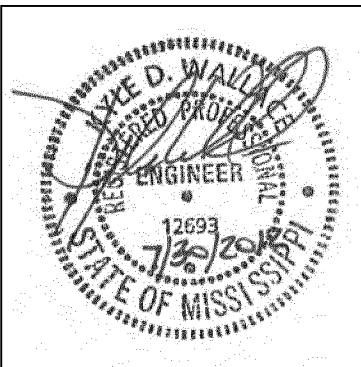
PREPARED BY:

SD & W

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

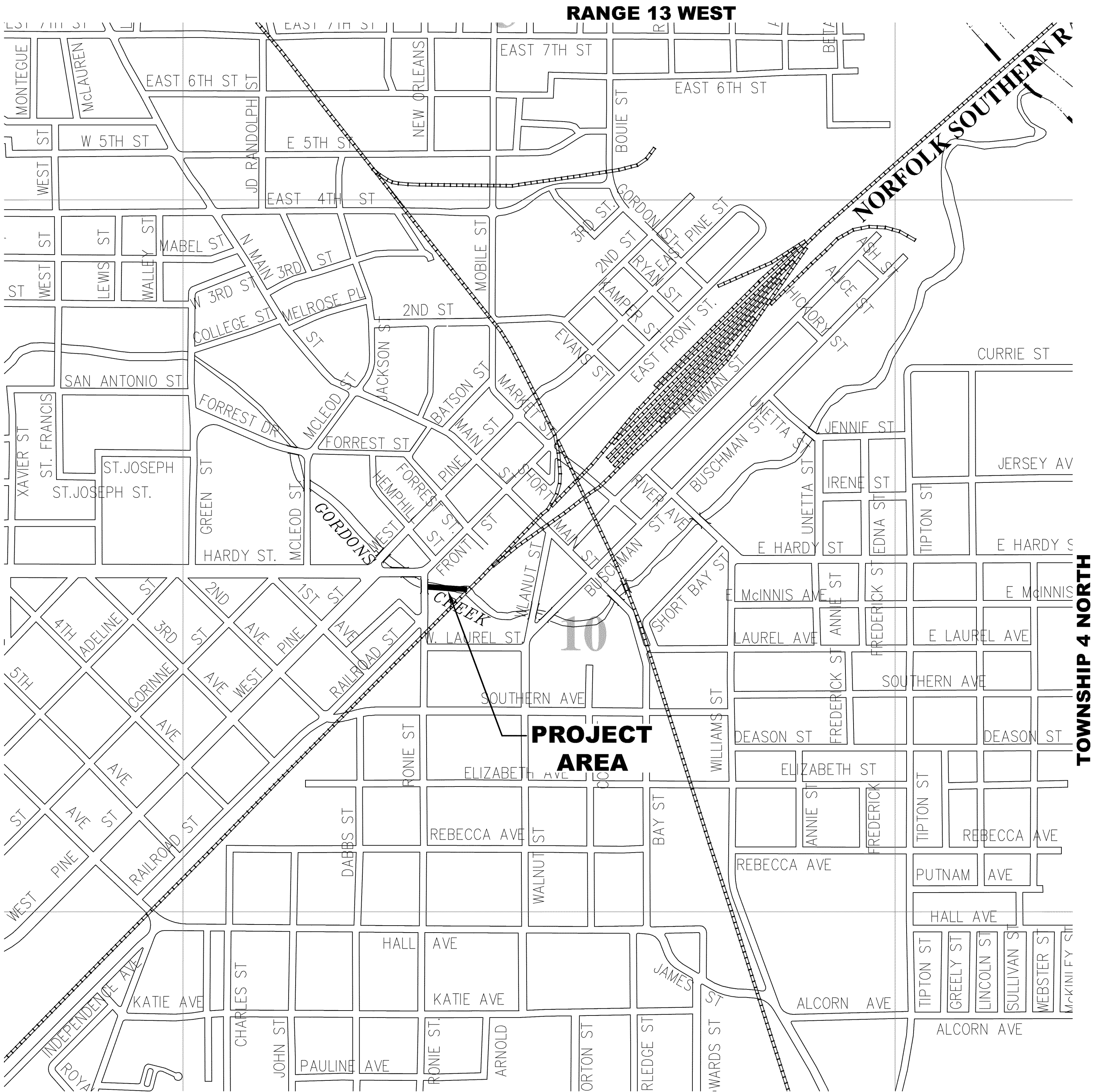
P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM

P: (601) 544 - 1821
F: (601) 544 - 0501



Sheet No. 1
Drawing No.: 1292

G:\PROJECTS\Hattiesburg_City of 1292 - Gordons Creek at VFW 1292.dwg 1292_crvmapnotes.dwg, 2/7/2012 11:04:58 AM



VICINITY MAP

GENERAL NOTES

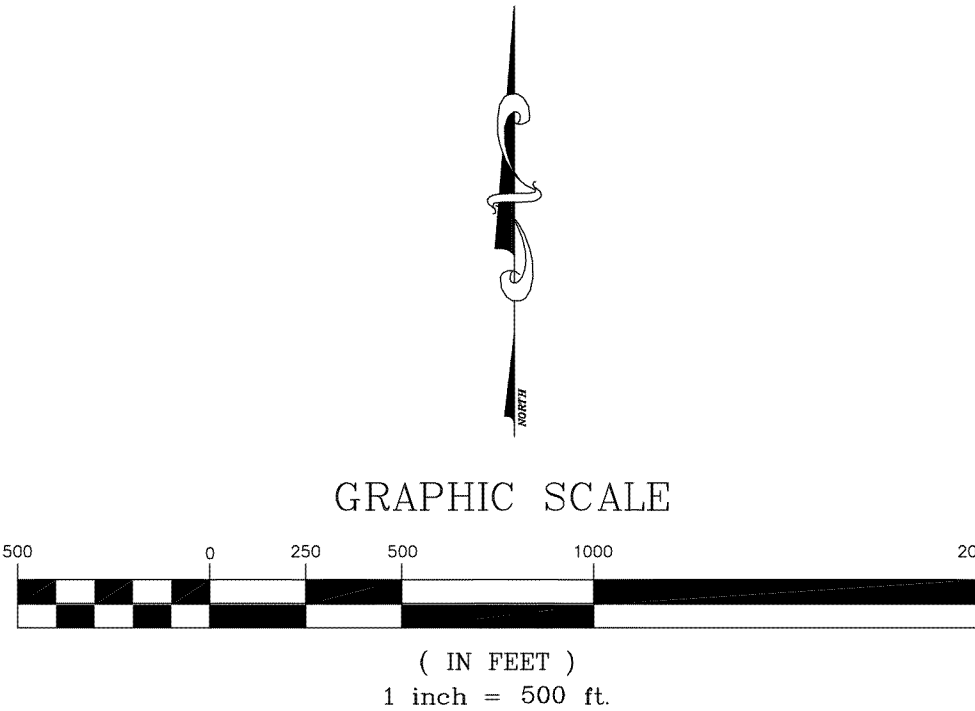
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
7. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
8. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
9. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
10. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
11. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEETS No. 250 & 251 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
12. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
13. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
14. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
15. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

PUBLIC UTILITIES

CABLE	COMCAST 2100 LINCOLN ROAD HATTIESBURG, MS 39402 (601) 264-1188
GAS	WILMUT GAS P.O. BOX 1649 HATTIESBURG, MS 39403 (601) 544-6001
POWER	MISSISSIPPI POWER, CO 6356 U.S. HIGHWAY 49 HATTIESBURG, MS 39401 (601) 544-6511
SEWER	CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES STREET HATTIESBURG, MS 39403 (601) 545-4530
TELEPHONE	AT&T P.O. BOX 1191 HATTIESBURG, MS 39401 (601) 545-6424
TRAFFIC	CITY OF HATTIESBURG TRAFFIC DEPT. 125 WALNUT STREET HATTIESBURG, MS 39401 (601) 545-4626
WATER	CITY OF HATTIESBURG WATER & SEWER DEPARTMENT 900 JAMES STREET HATTIESBURG, MS 39403 (601) 545-4530

DETAILED INDEX

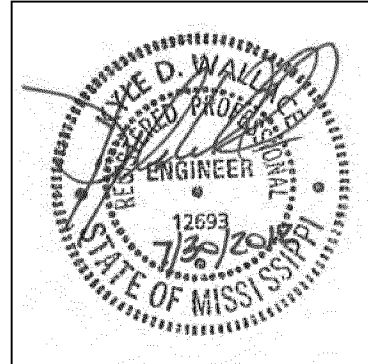
SHEET No.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES, VICINITY MAP AND DETAILED INDEX
3	TOPOGRAPHIC MAP
4	DEMOLITION PLAN
5	SITE PLAN
6	VEGETATED FILTER POINT DETAILS
7	MISCELLANEOUS DETAILS
8	VEGETATION SCHEDULE
9	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
10	DETAILS OF SEDIMENT BARRIER APPLICATIONS
11	DETAILS OF SILT FENCE INSTALLATION
12	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
13	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
14	INLET PROTECTION DETAILS OF WATTLES
901-904	CROSS-SECTIONS



NO.	DATE	DESCRIPTION	BY

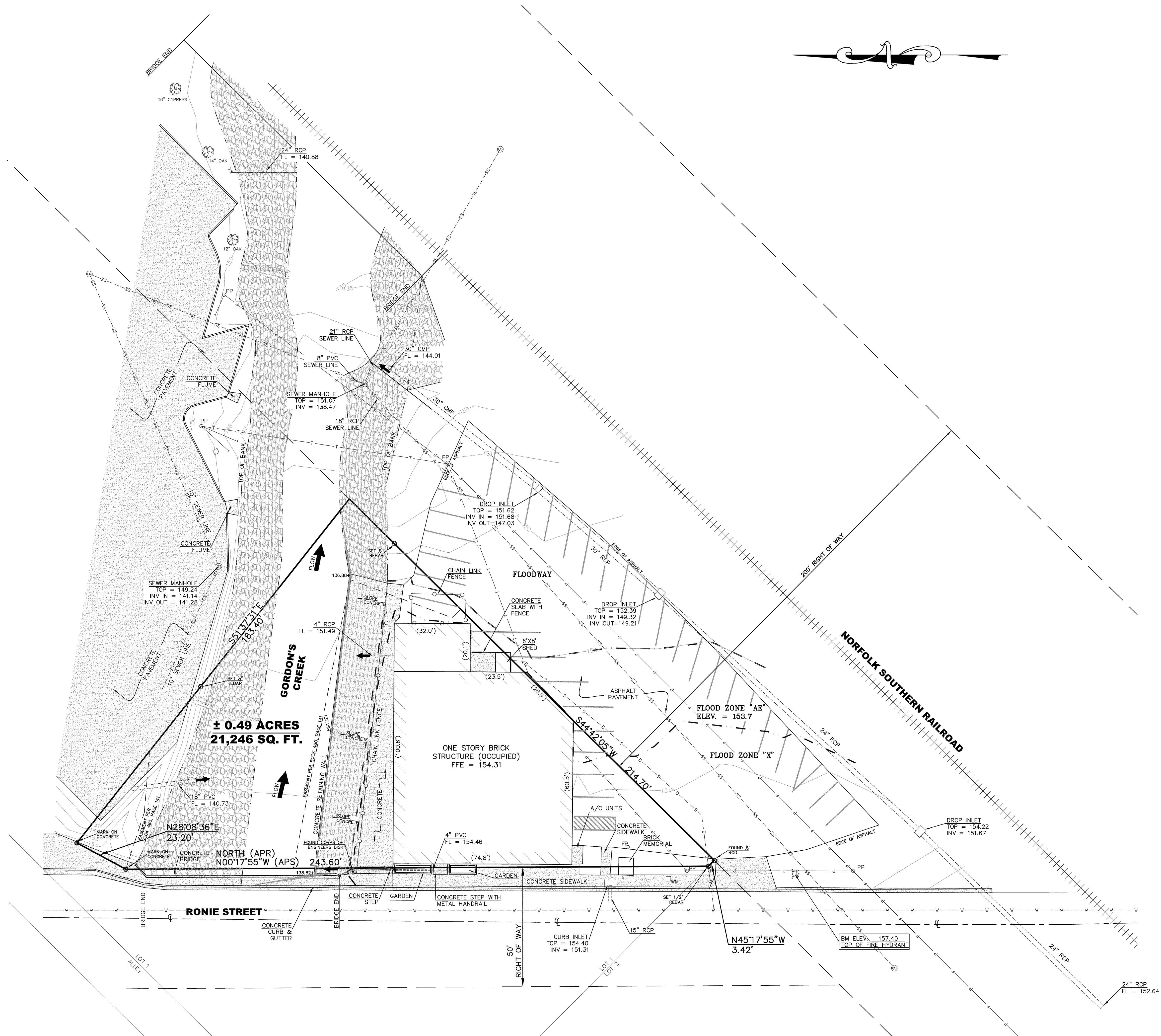
GENERAL NOTES, VICINITY MAP & DETAILS INDEX

DRAINAGE IMPROVEMENTS TO
GORDONS CREEK AT THE V.F.W.
CITY OF HATTIESBURG, MISSISSIPPI



SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SDW.COM
P: (601) 544-1821
F: (601) 544-0591

Drawn by: LLS	Checked by: KDW
Date: JULY 24, 2012	Scale: N.T.S.
Drawing No.: 1292	Sheet No. <u>2</u>



FLOOD STATMENT:

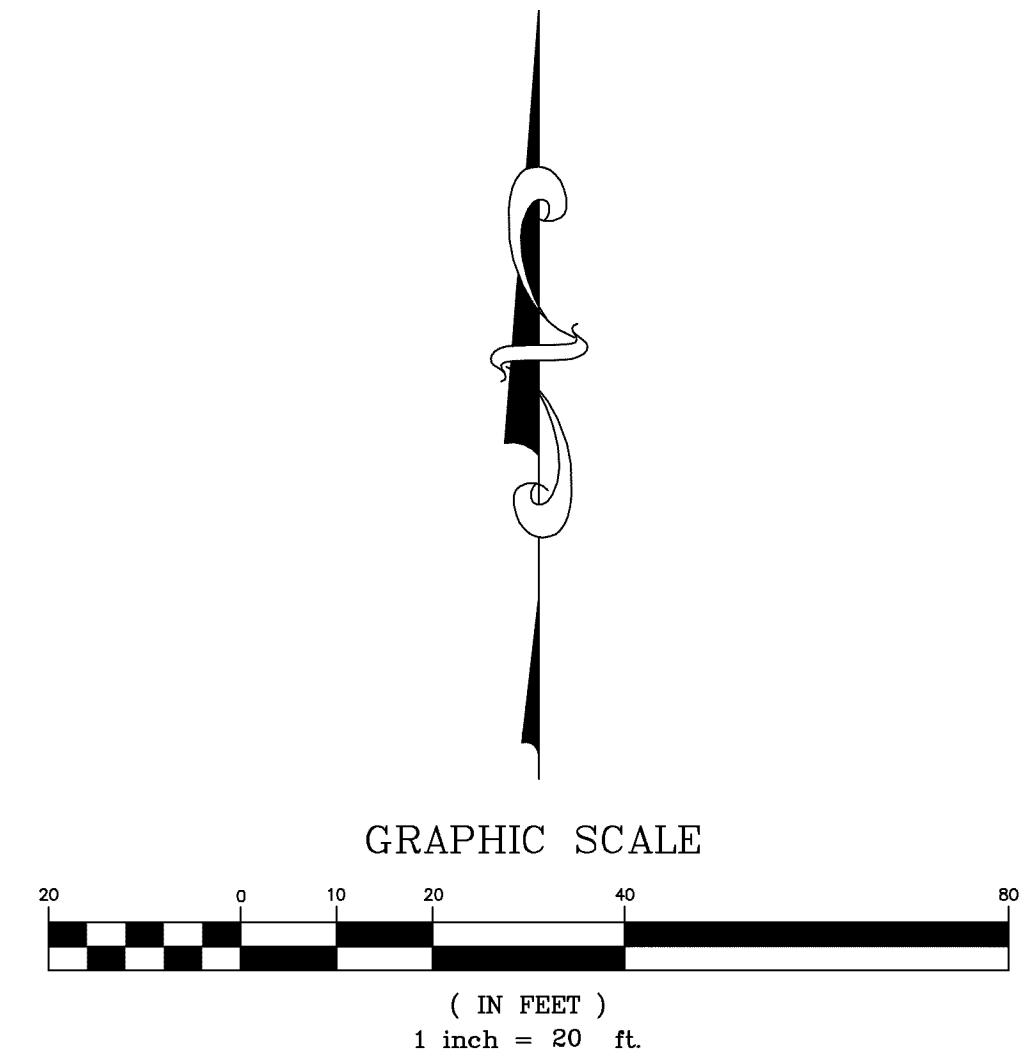
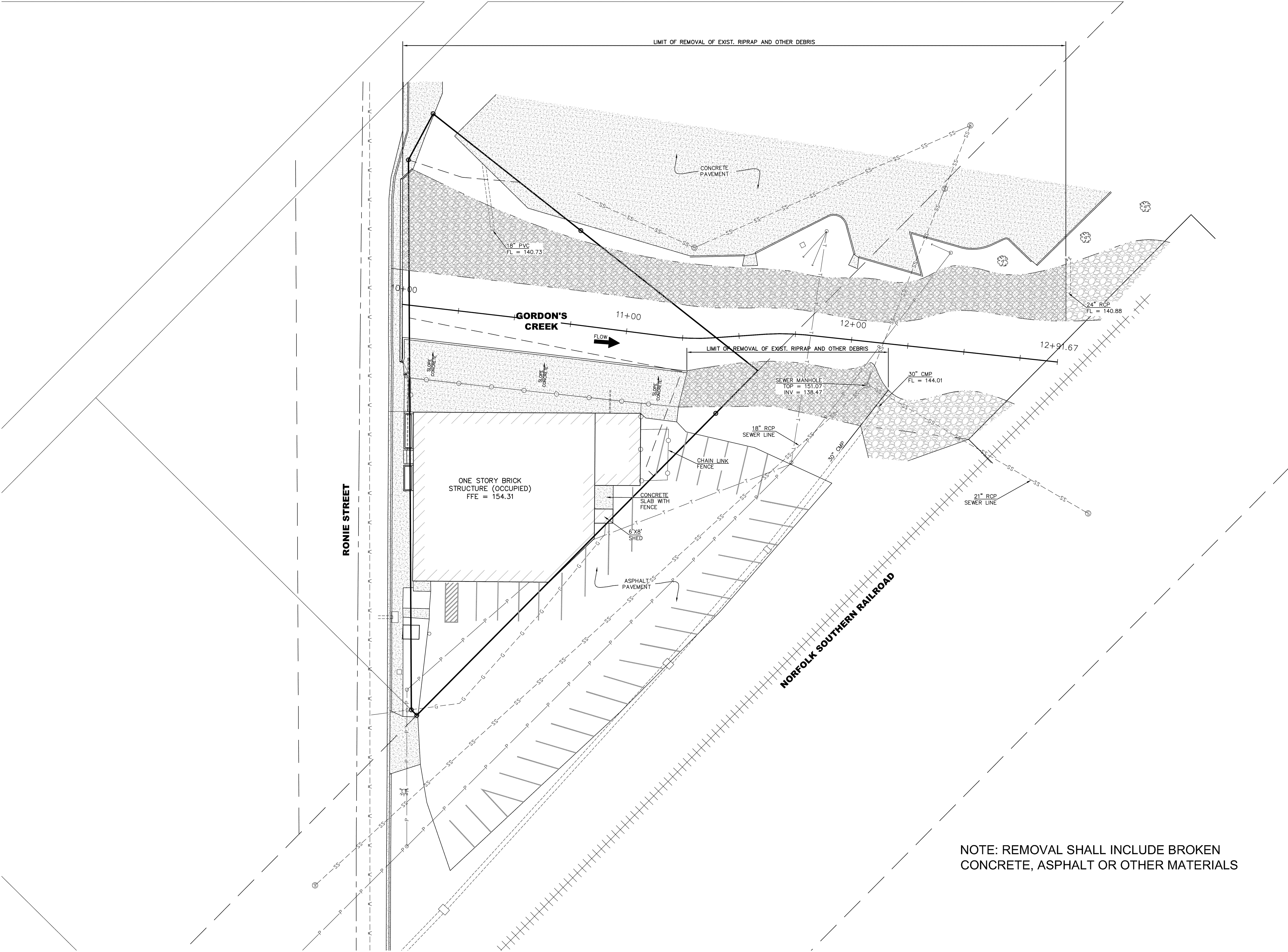
A portion of the property is located within an area having a Zone Designation X which is determined to be out side of the 500 year flood plain, a portion of the property is located within an area having a Zone Designation AE which is determined to be inside of the 100 year flood plain and a portion of the parcel is located within an area having a Zone Designation of AE Floodway, all by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 28053C0045C, with a date of identification of April 2, 1990 for Community No. 280053, in Forrest County, State of Mississippi, which is the current Flood Insurance Rate Map for the community in which said property is situated.

LEGEND:

A/C	- AIR CONDITIONER
APR	- AS PER RECORD
APS	- AS PER SURVEY
BM	- BENCH MARK
C	- CENTERLINE
300	- CONTOUR (1' INTERVAL)
CMP	- CORRUGATED METAL PIPE
DSFL	- DOWN STREAM FLOW LINE
ELEV	- ELEVATION
- - - g - - -	- GAS LINE
←	- GUY WIRE
○ _{FP}	- FLAG POLE
- - - - -	- FLOOD ZONE LINE
FFE	- FINISH FLOOR ELEVATION
- P -	- POWER LINE (OVERHEAD)
PVC	- POLYVINYL CHLORIDE
RCP	- REINFORCED CONCRETE PIPE
136.82+	- SPOT ELEVATION
- T -	- TELEPHONE LINE (OVERHEAD)
USFL	- UP STREAM FLOW LINE
○ _{PP}	- UTILITY POLE
- - - v - - -	- WATER LINE
□ _{WM}	- WATER METER

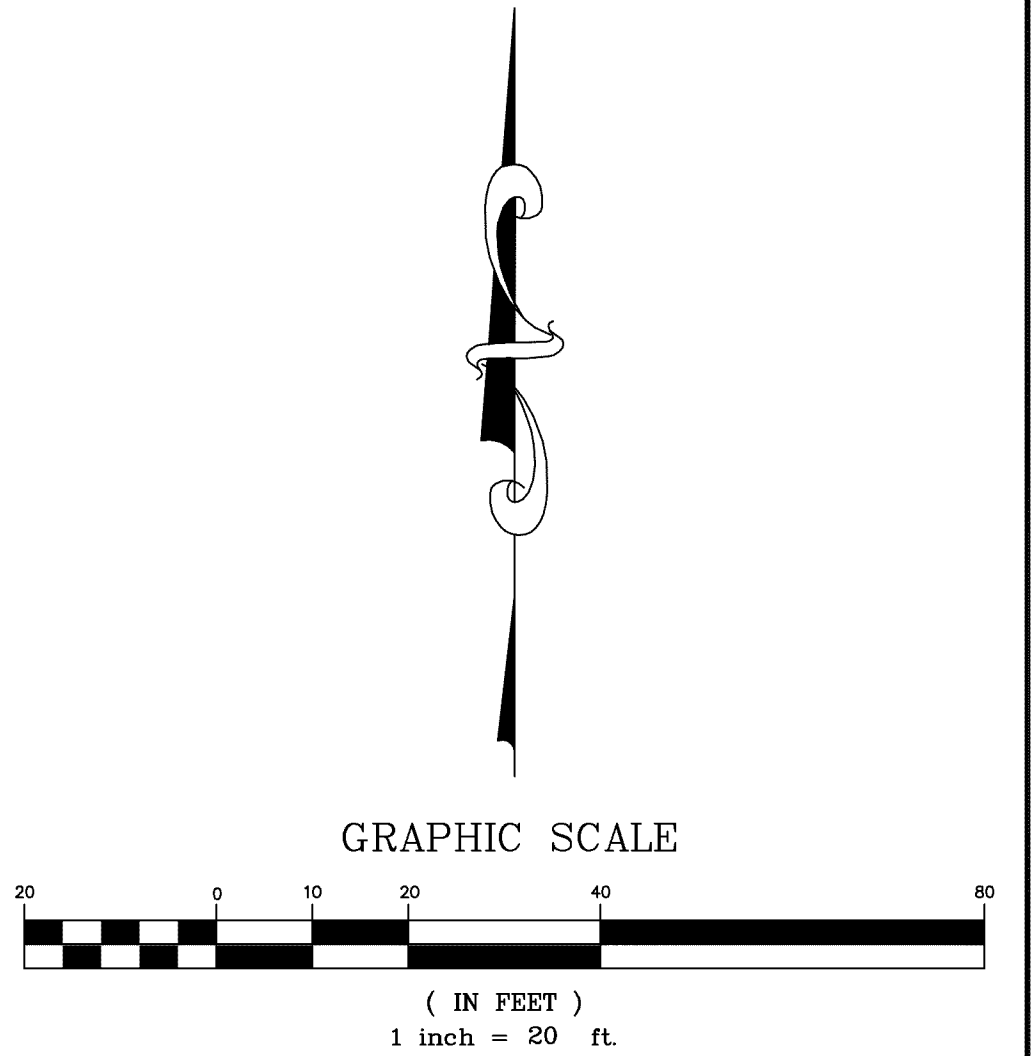
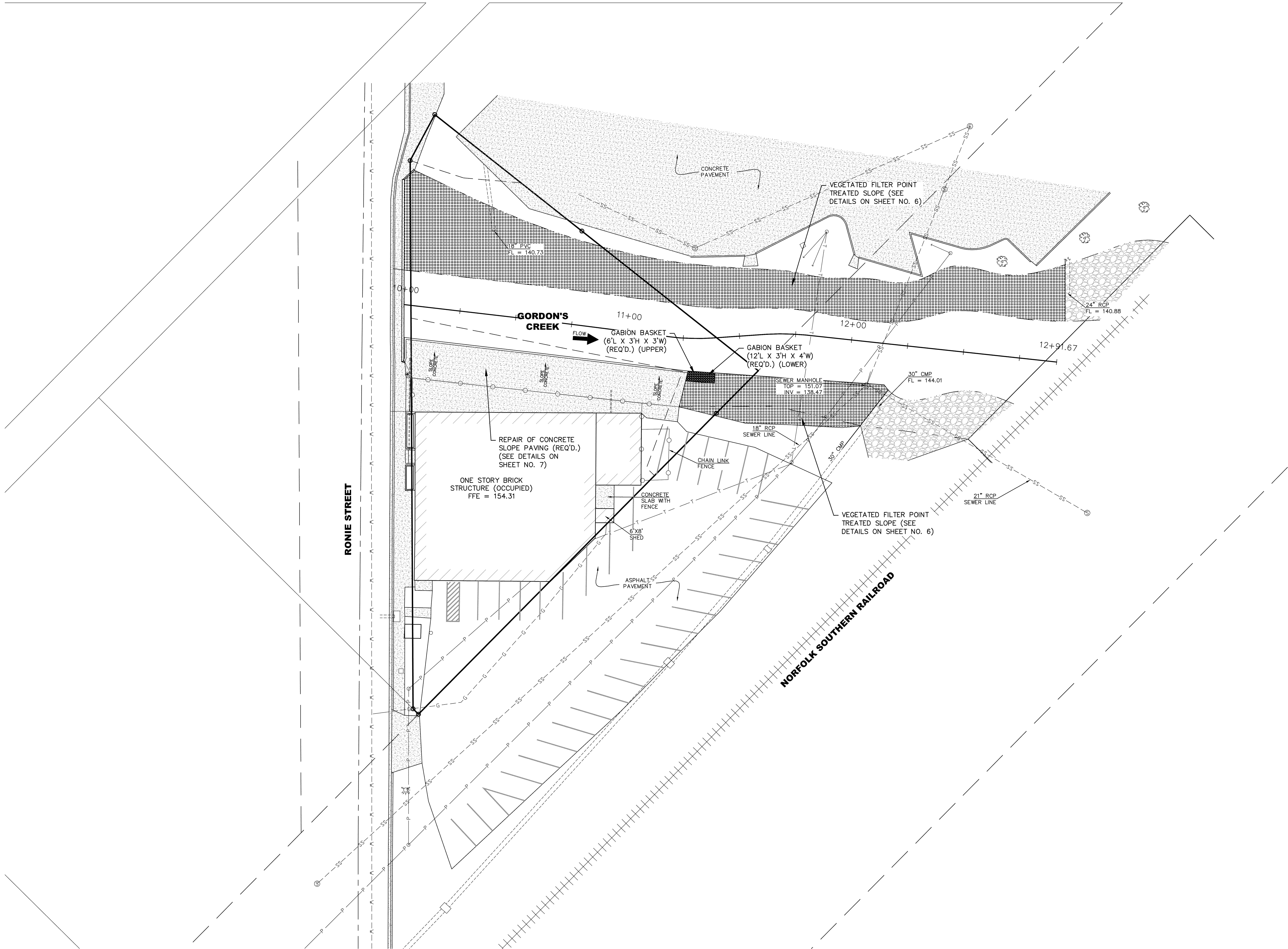
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TOPOGRAPHIC MAP			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591			
Drawn by: PAT		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 20'	
Drawing No.: 1292		Sheet No. 3	

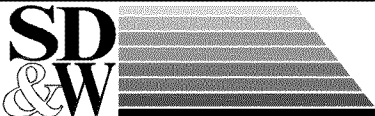
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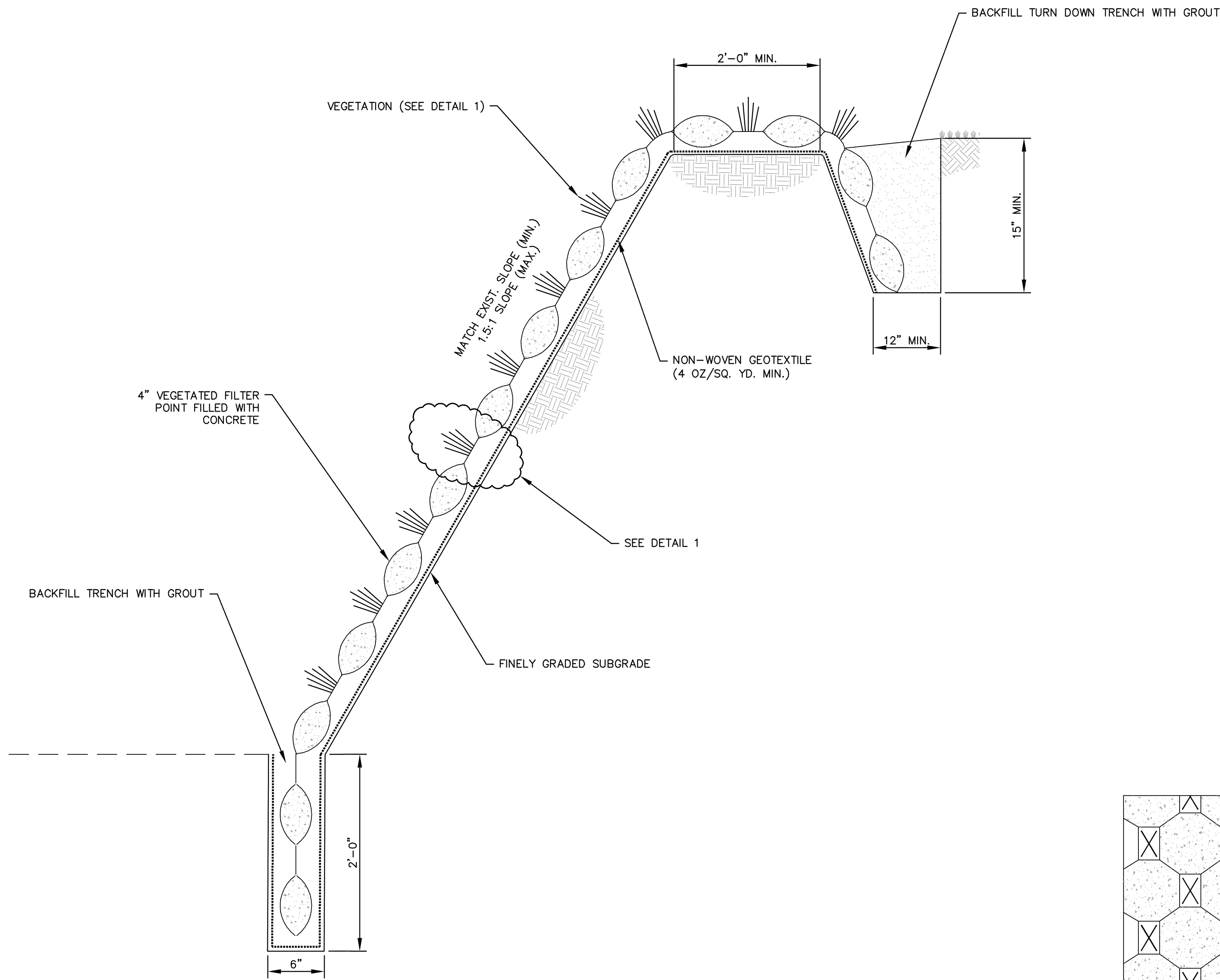


NO.	DATE	DESCRIPTION	BY
DEMOLITION PLAN			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591			
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 20'	
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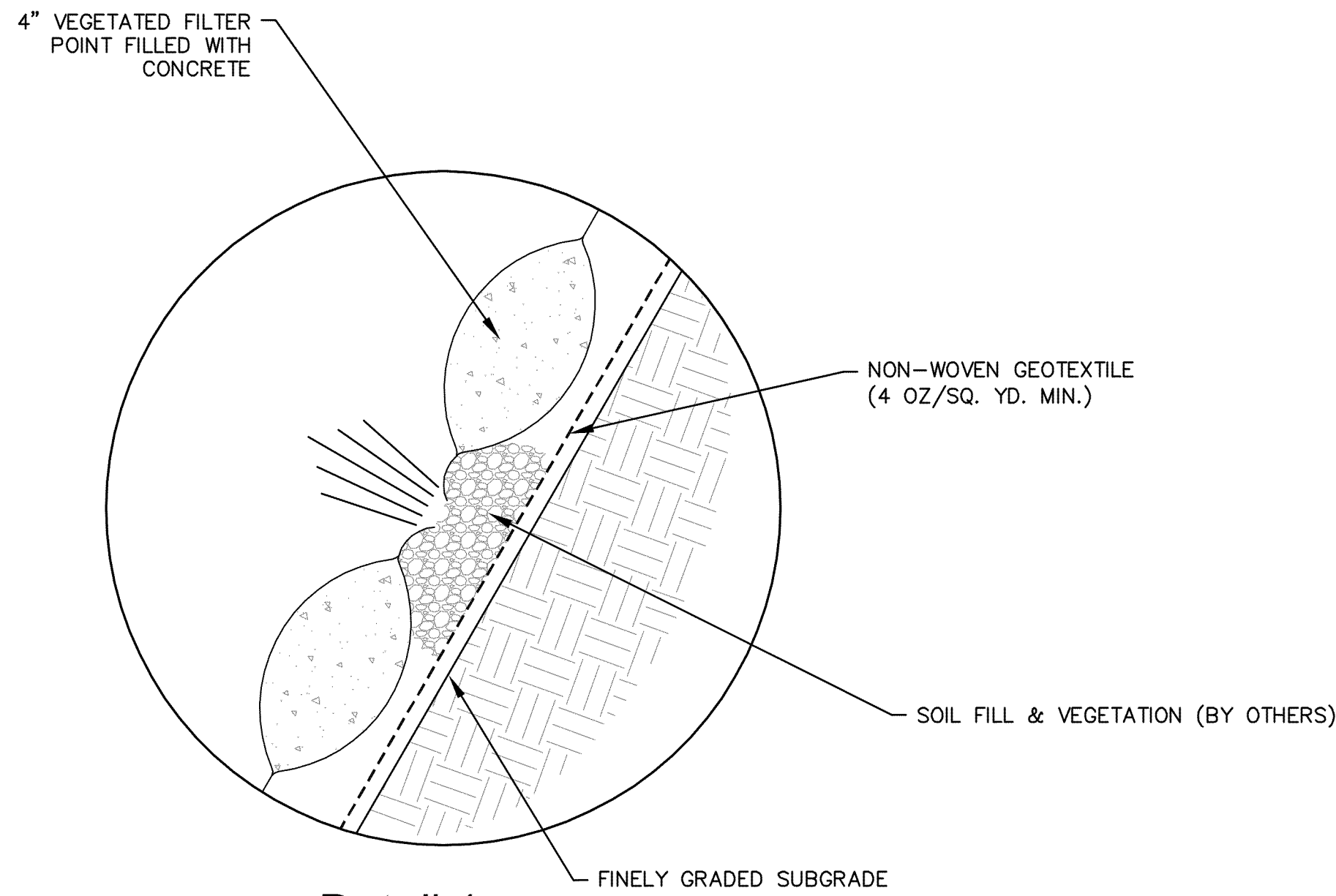
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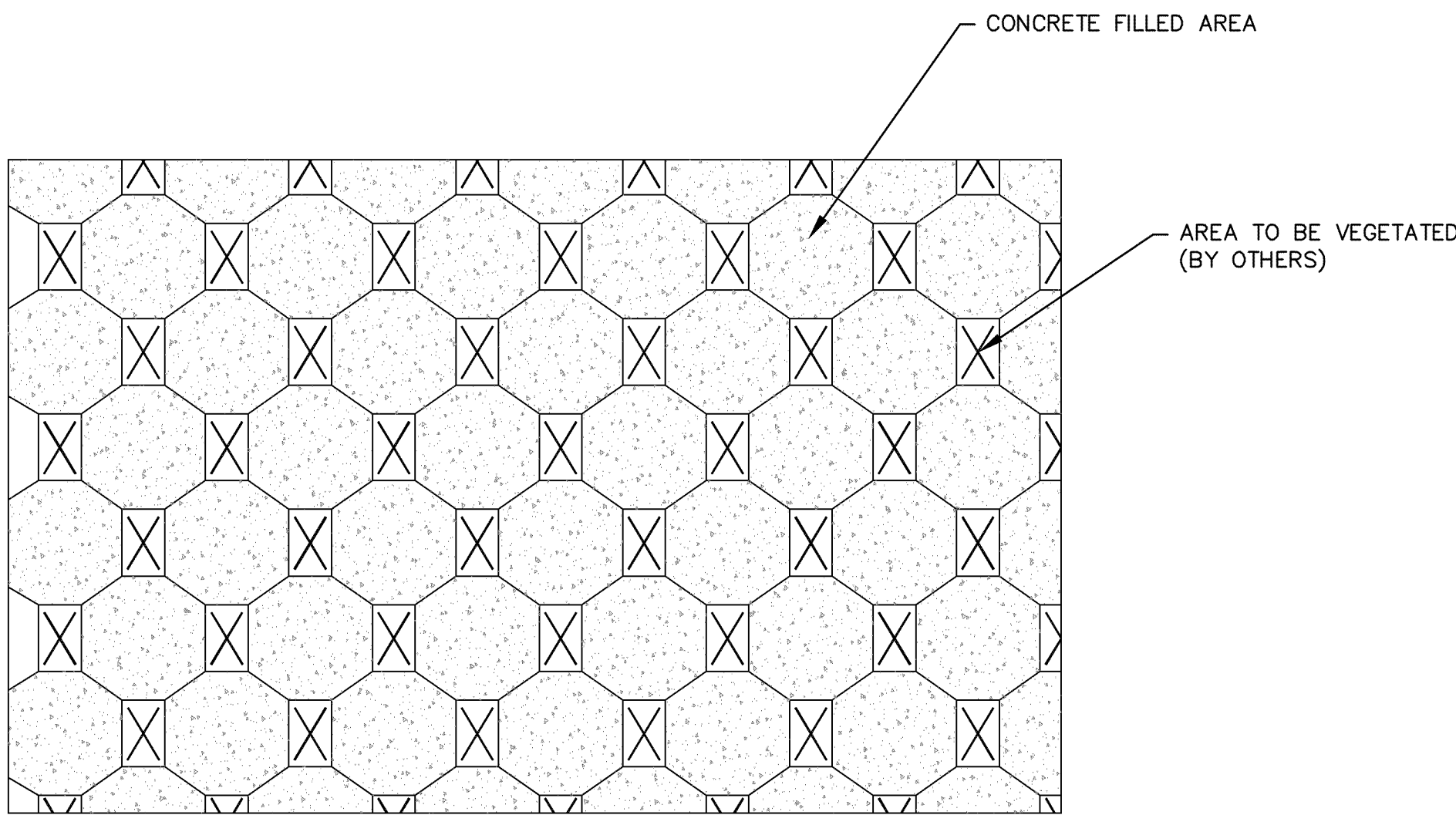
NO.	DATE	DESCRIPTION	BY
SITE PLAN			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
 SD &W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591	
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 20'	
Drawing No.: 1292		Sheet No. <u>5</u>	



Typical Section: Vegetated Filter Point Treated Slope
Scale: None

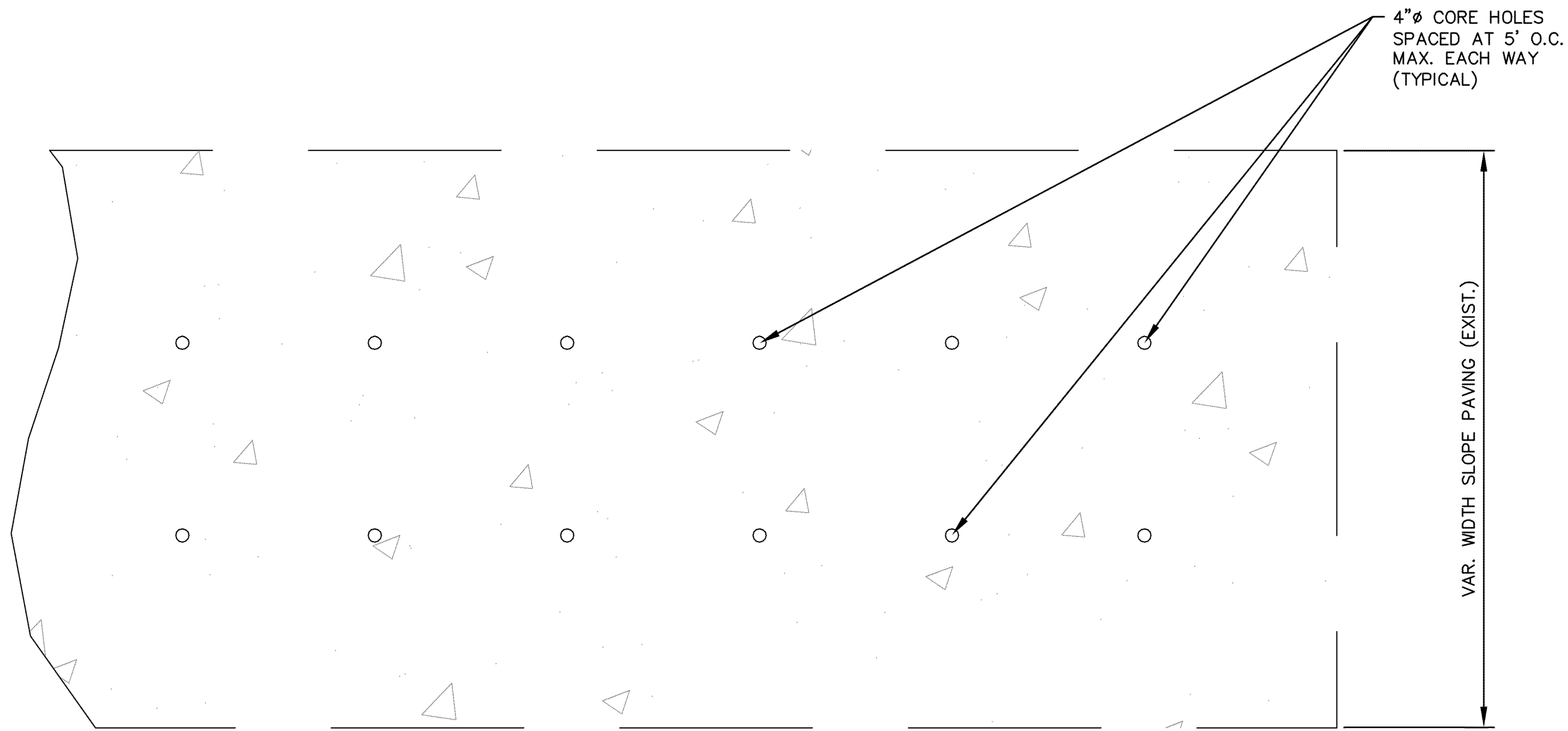


Detail 1
Scale: None

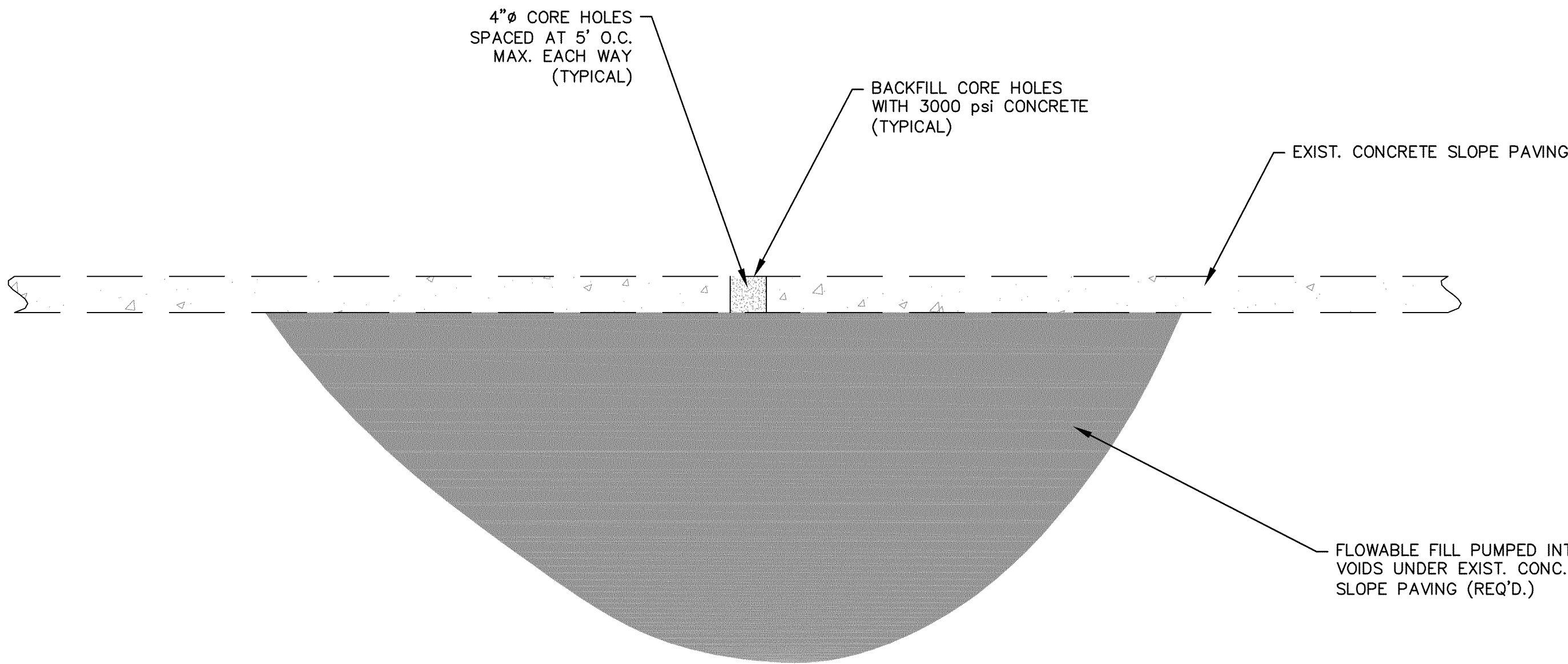


Plan View: Vegetated Filter Point (Filled With Concrete)
Scale: None

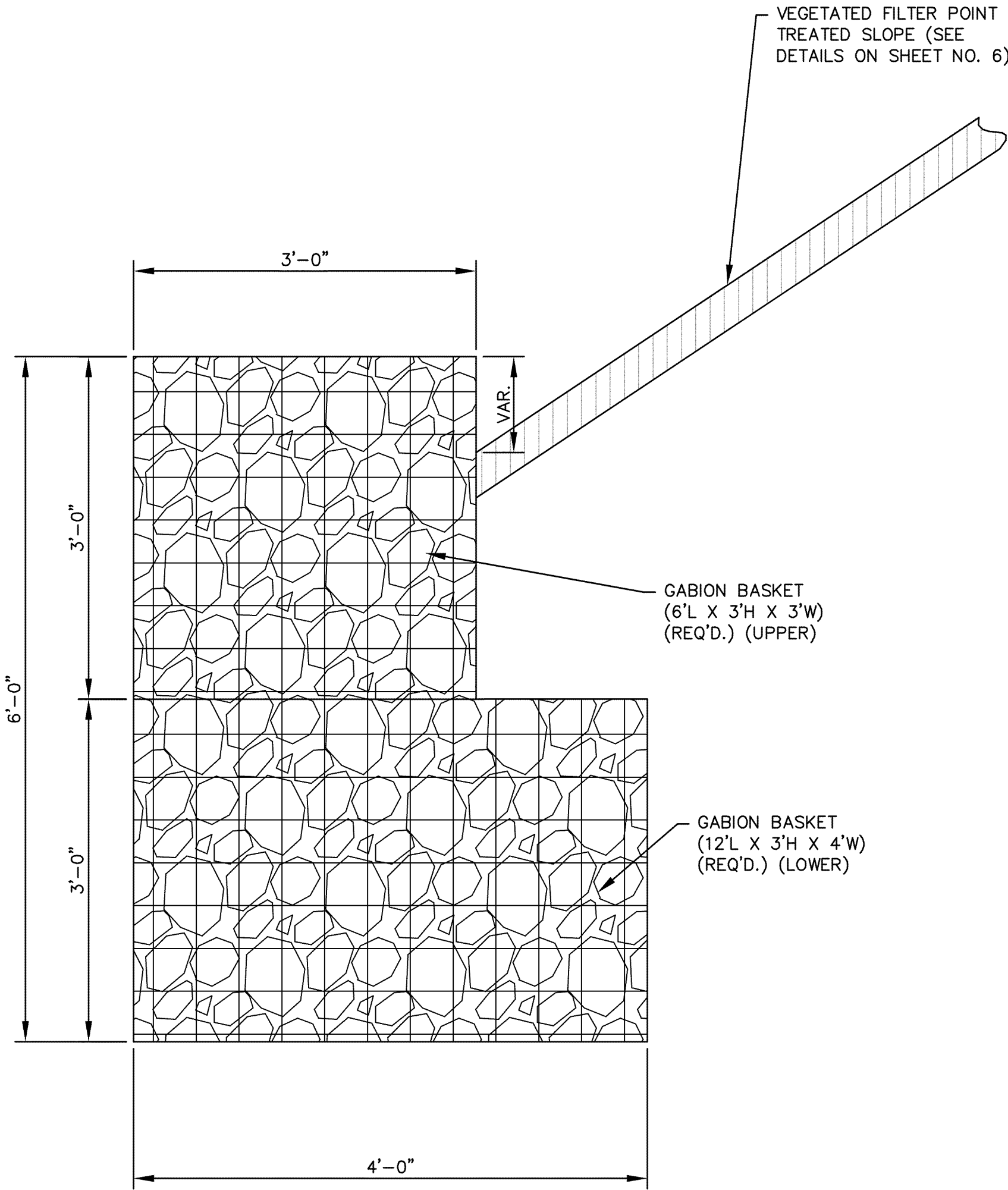
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VEGETATED FILTER POINT DETAILS			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0591	
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: N.T.S.	
Drawing No.: 1292		Sheet No. ____6____	



Plan View: Repair of Slope Paving
Scale: None



Detail: Repair of Slope Paving
Scale: None

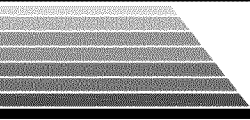


Detail: Gabion Basket
Scale: None

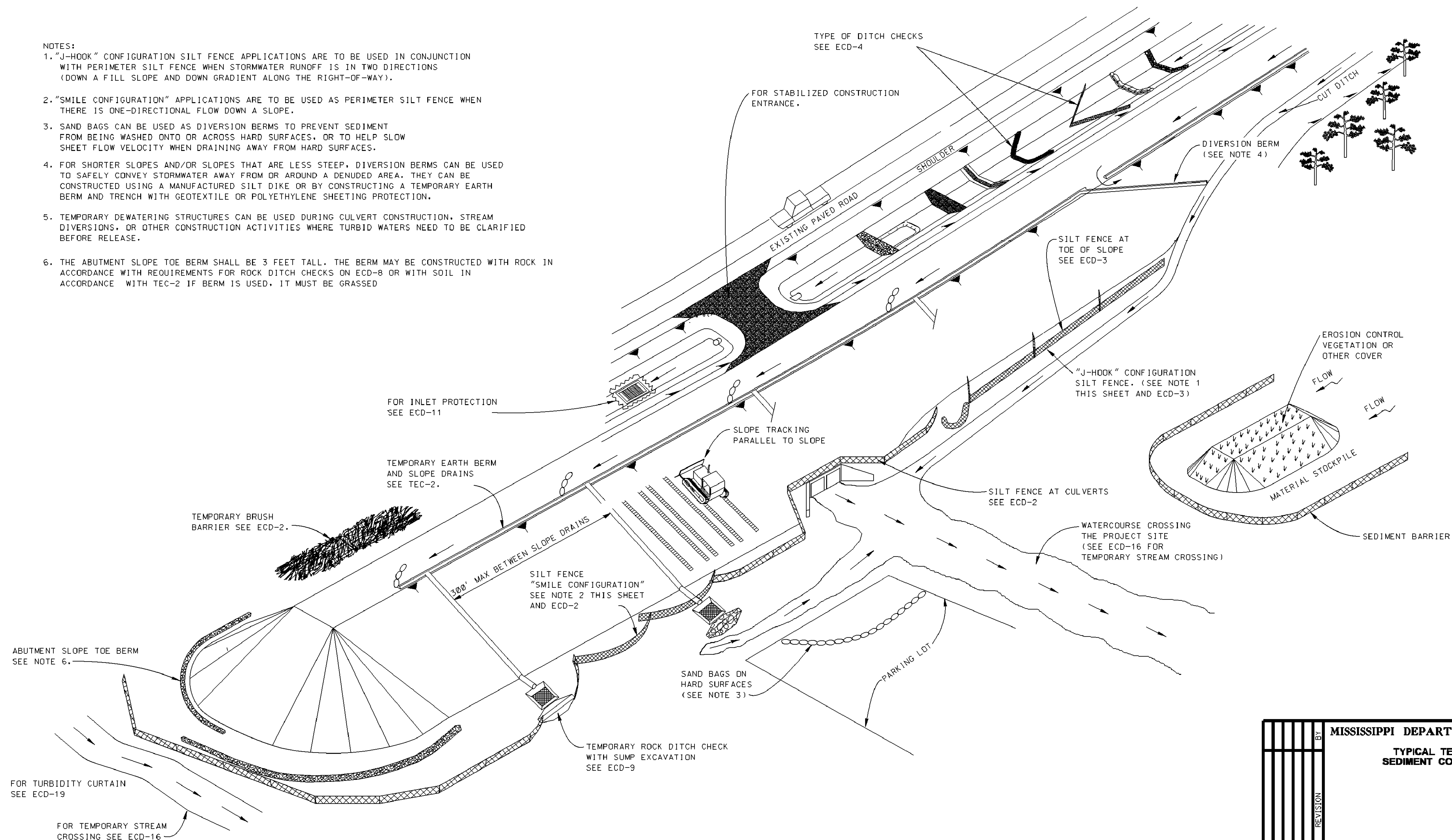
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SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0501	
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Drawing No.: 1292		Sheet No. <u>7</u>	

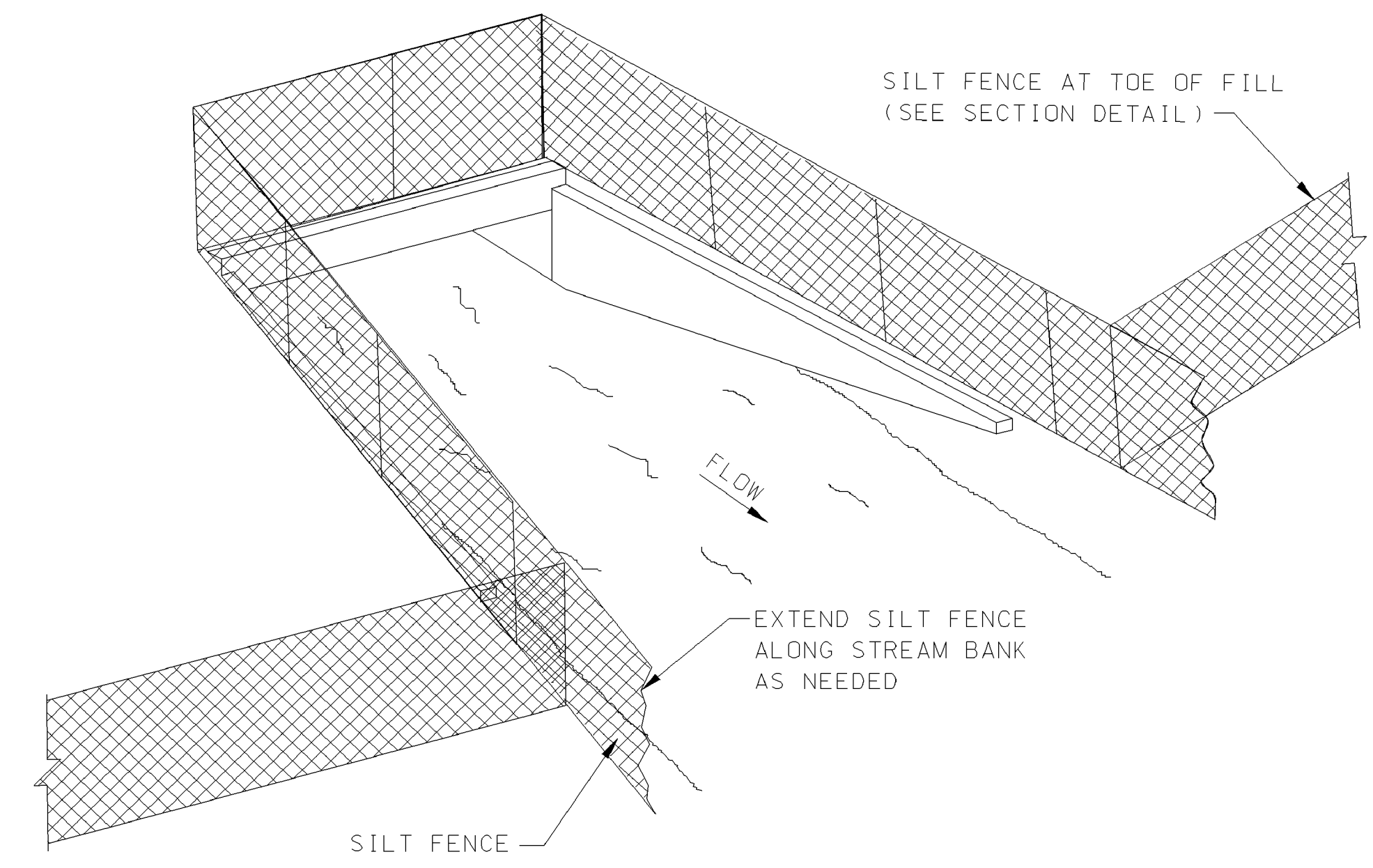
VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS — DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211—B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THINK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212—B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907—213—A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213—B001	COMBINATION FERTILIZER (13—13—13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213—C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
214—A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
214—A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214—A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
215—A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215—03.3)
216—A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219—A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
220—A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
212—A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
213—B001	COMBINATION FERTILIZER (13—13—13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
215—A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ## TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

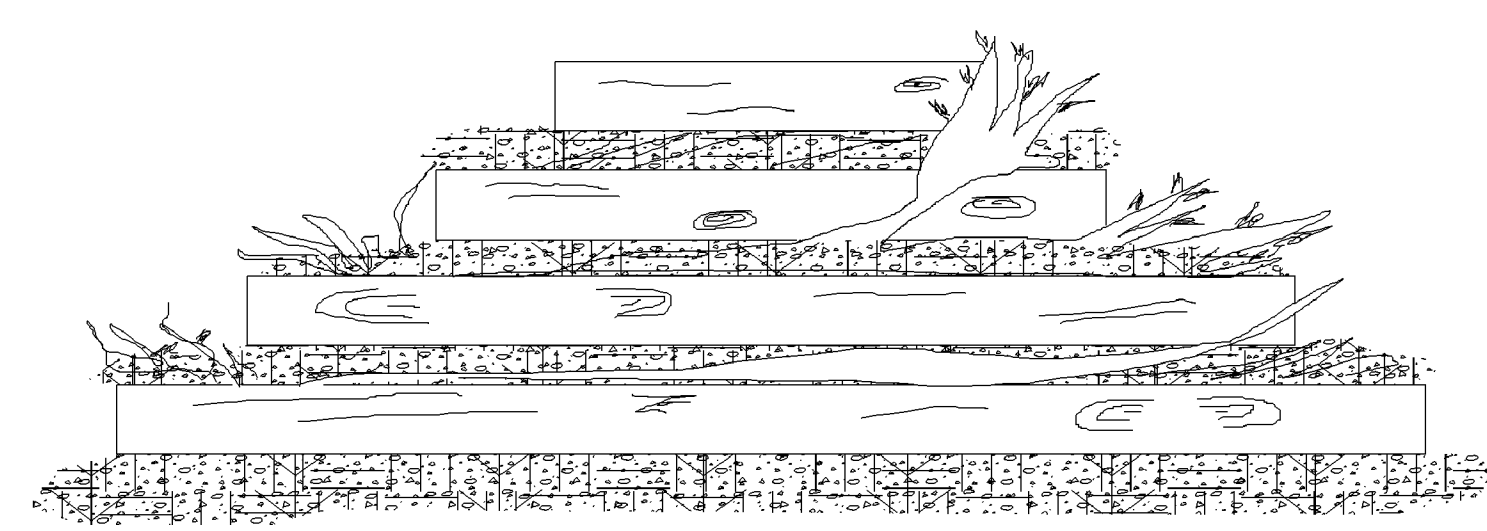
NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
 		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39405-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544 - 1821 F: (601) 544 - 0501	
CONSULTING ENGINEERS			
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 20'	
Drawing No.: 1292		Sheet No. <u> 8 </u>	

- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION. STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED

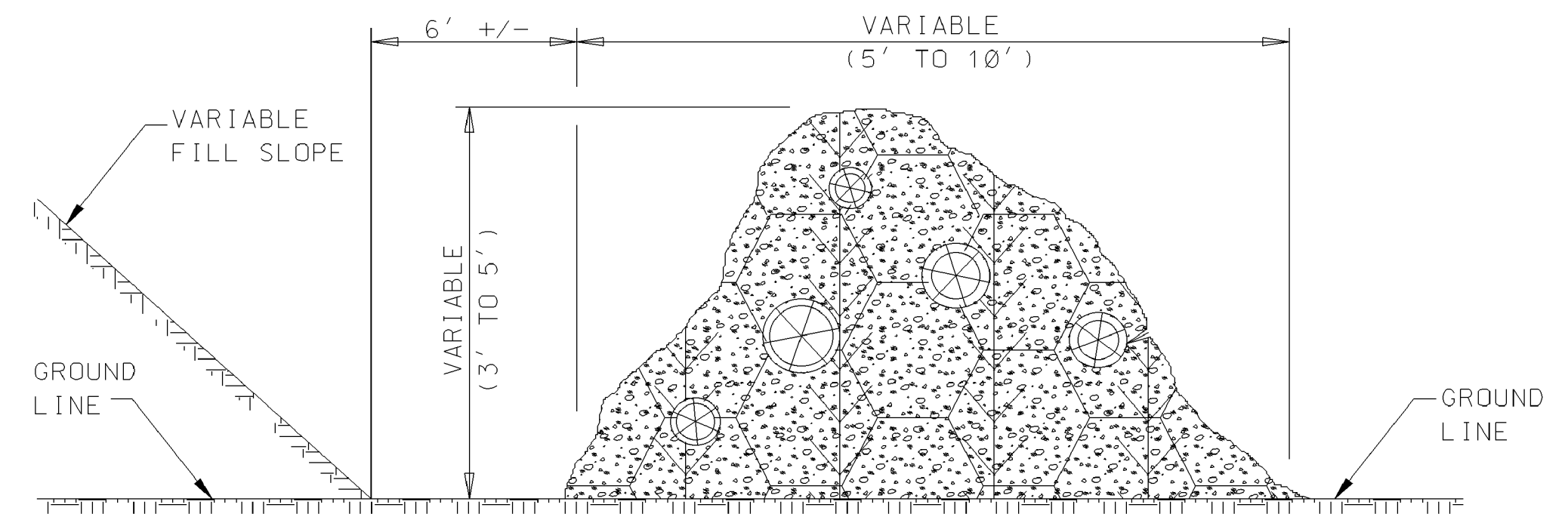
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SEDIMENT BARRIER AT CROSS DRAIN



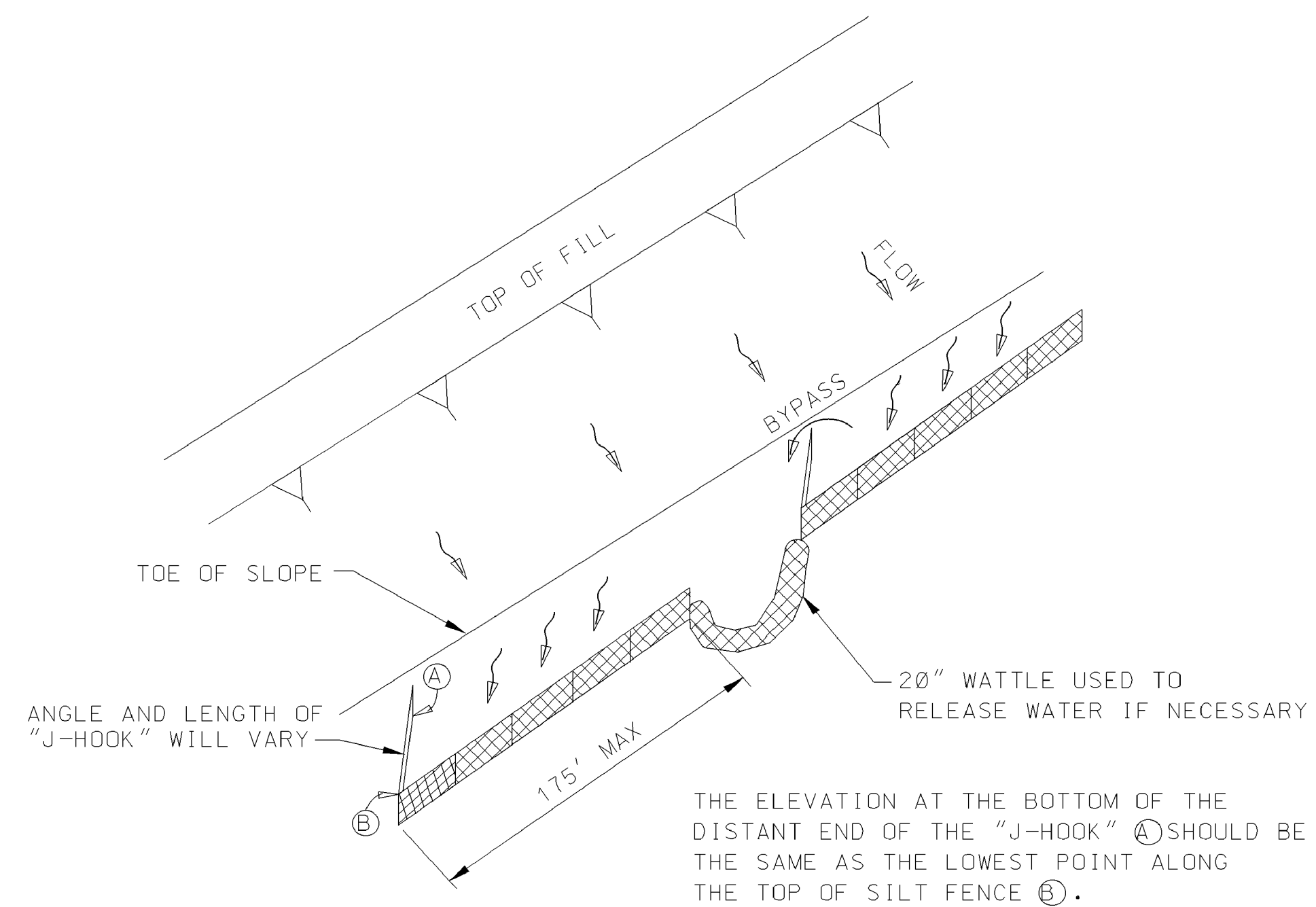
FRONT ELEVATION



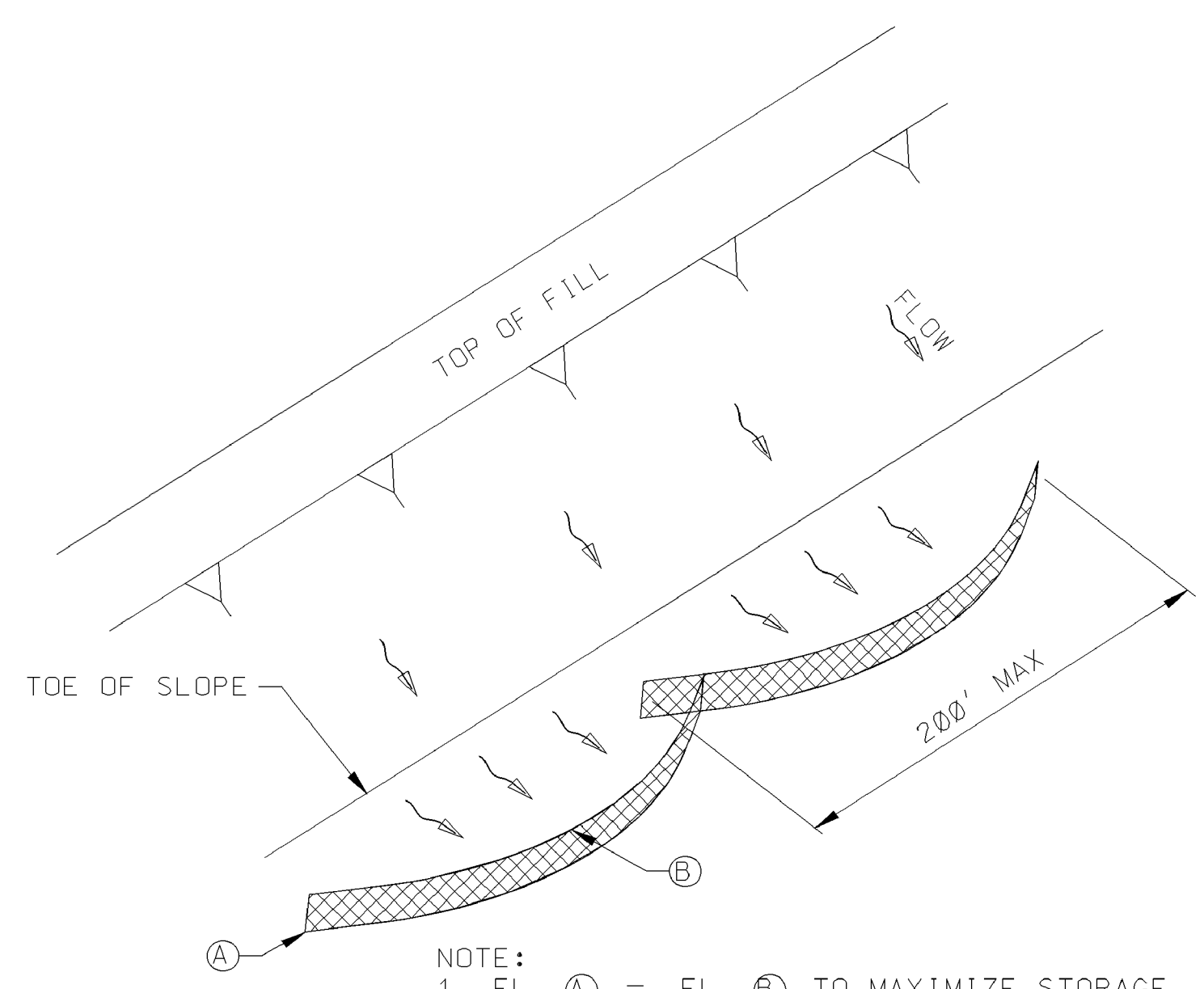
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

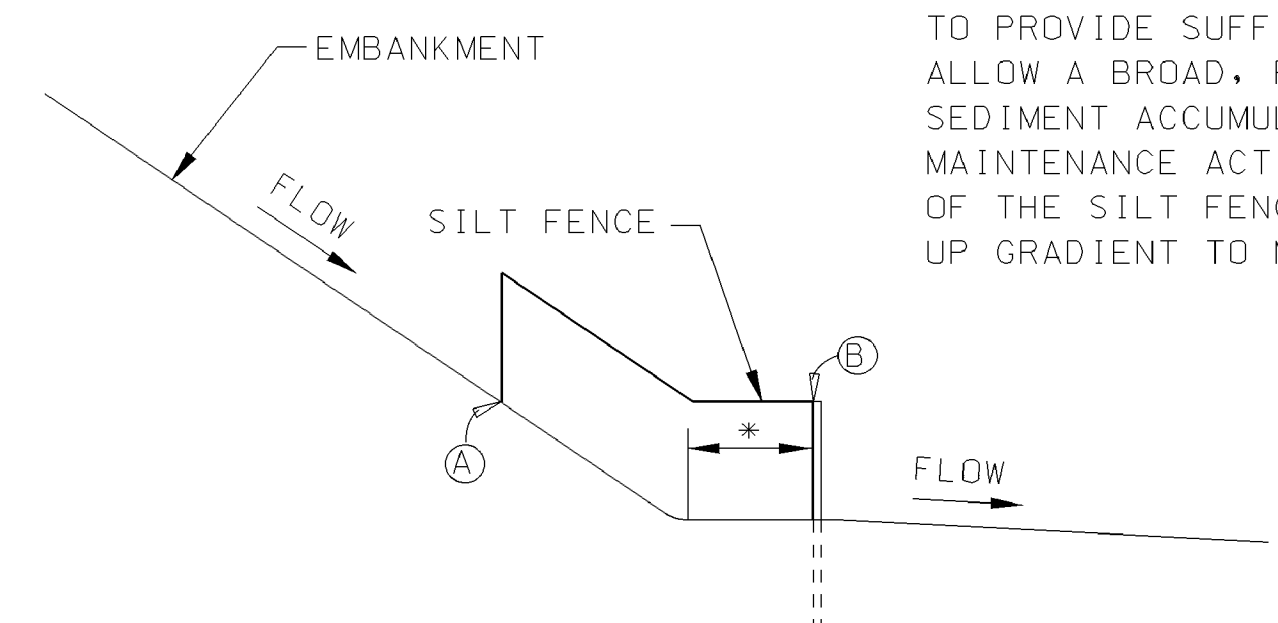


"J-HOOK" SILT FENCE APPLICATION



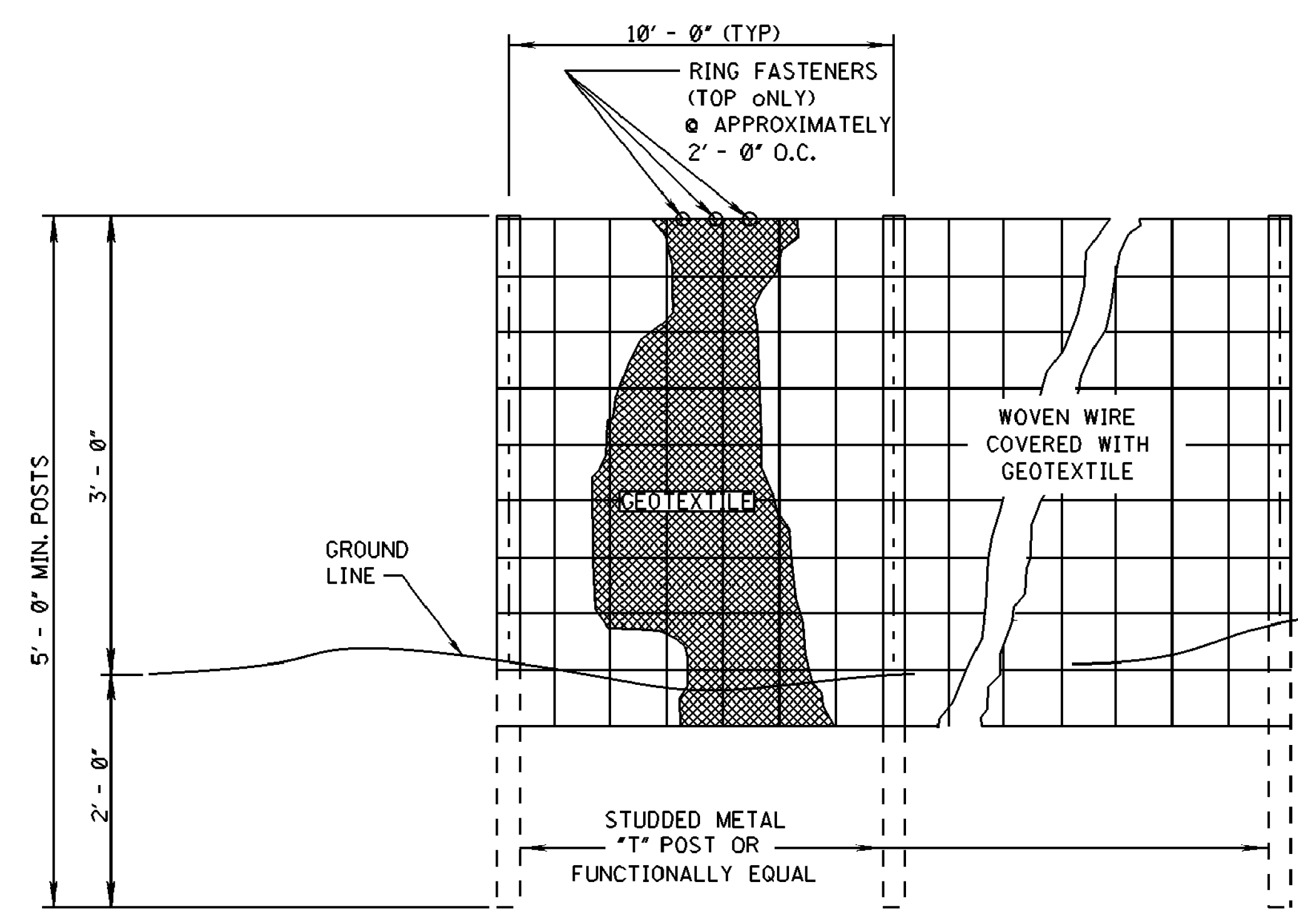
"SMILE-CONFIGURATION" SILT FENCE APPLICATION

- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3

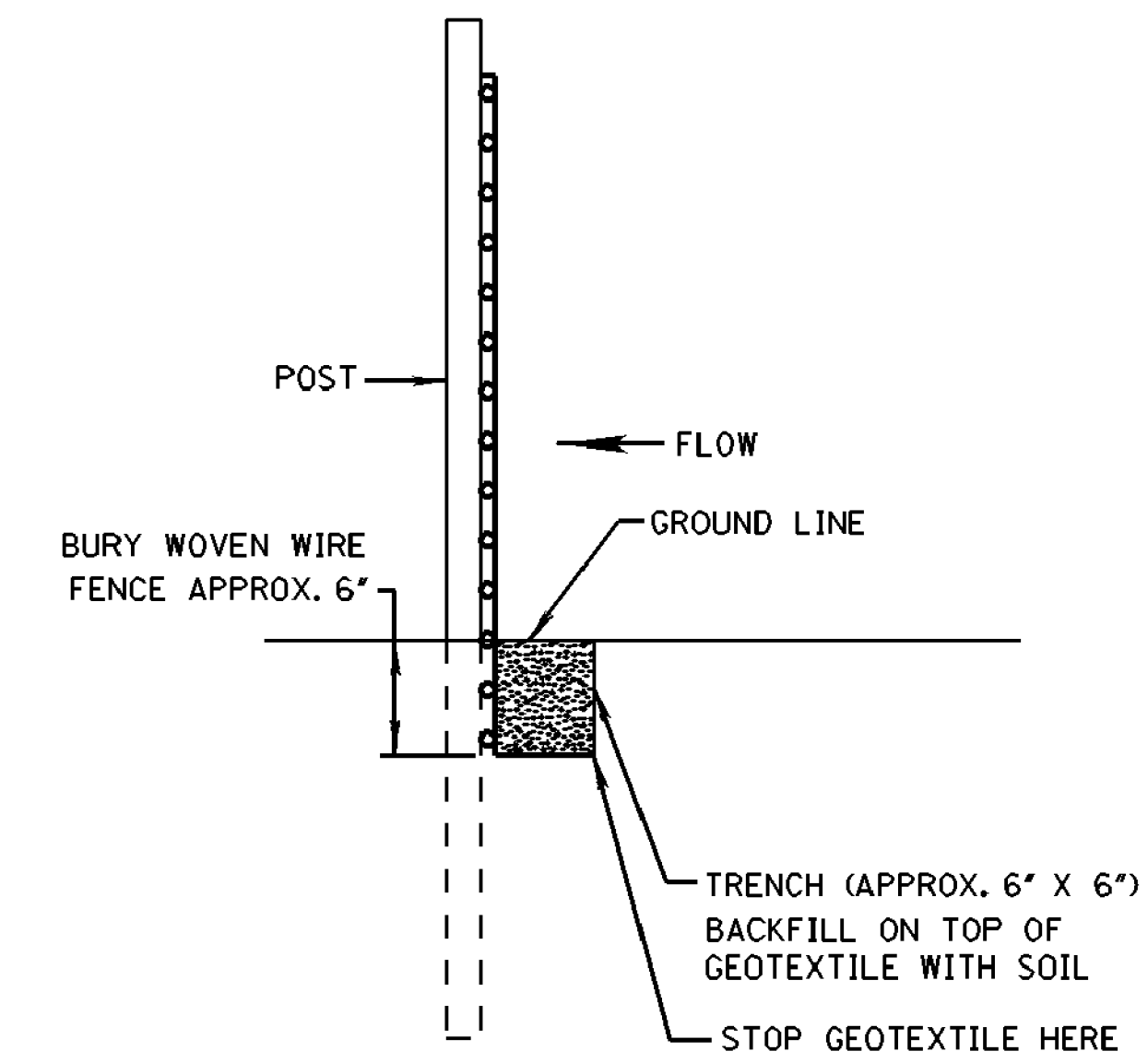


SILT FENCE SECTION AT TOE OF FILL

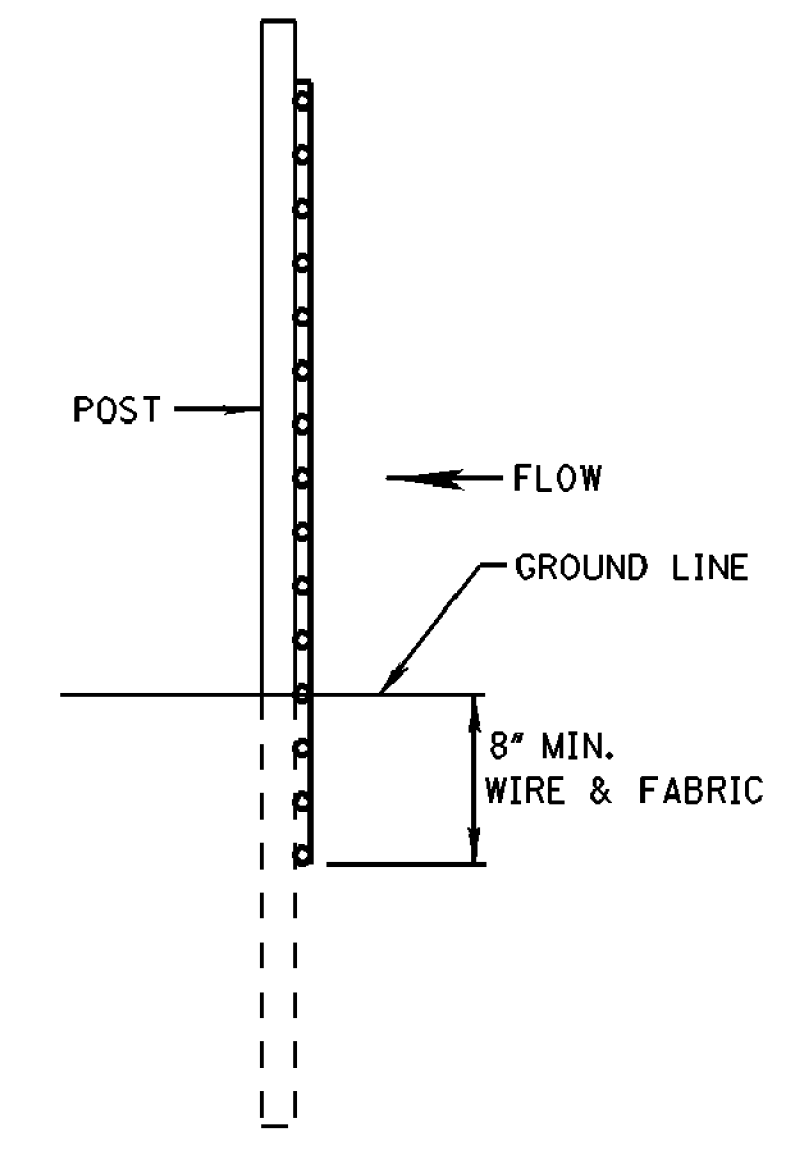
MISSISSIPPI DEPARTMENT OF TRANSPORTATION				WORKING NUMBER
DETAILS OF SEDIMENT BARRIER APPLICATIONS				ECD-2
DATE	FILENAME: EROSION CONTROL\ECD-2.DGN	CHECKED	DATE	SHEET NUMBER
DESIGN TEAM				10



ELEVATION VIEW



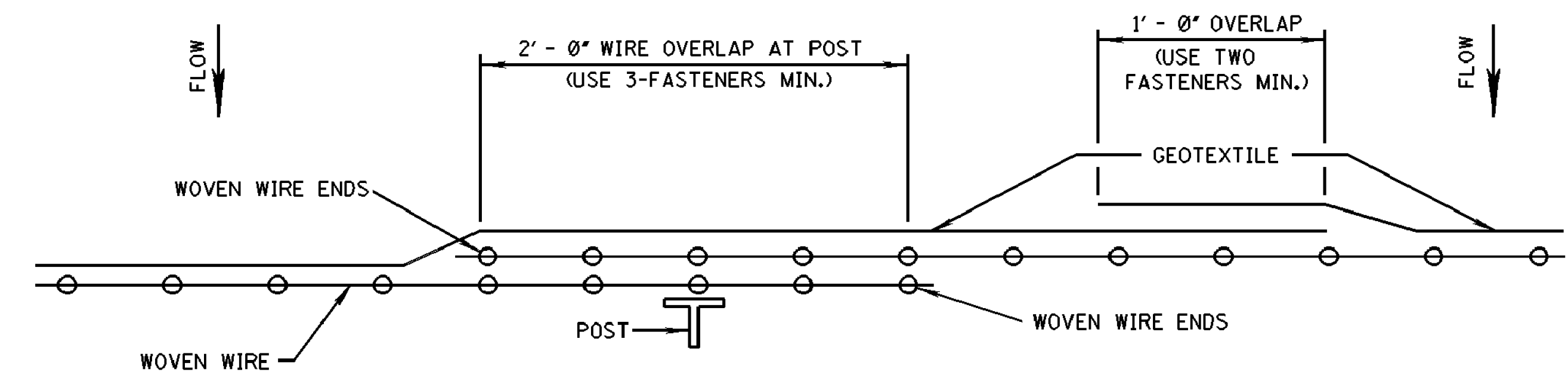
METHOD I



METHOD II
MECHANICAL INSTALLATION

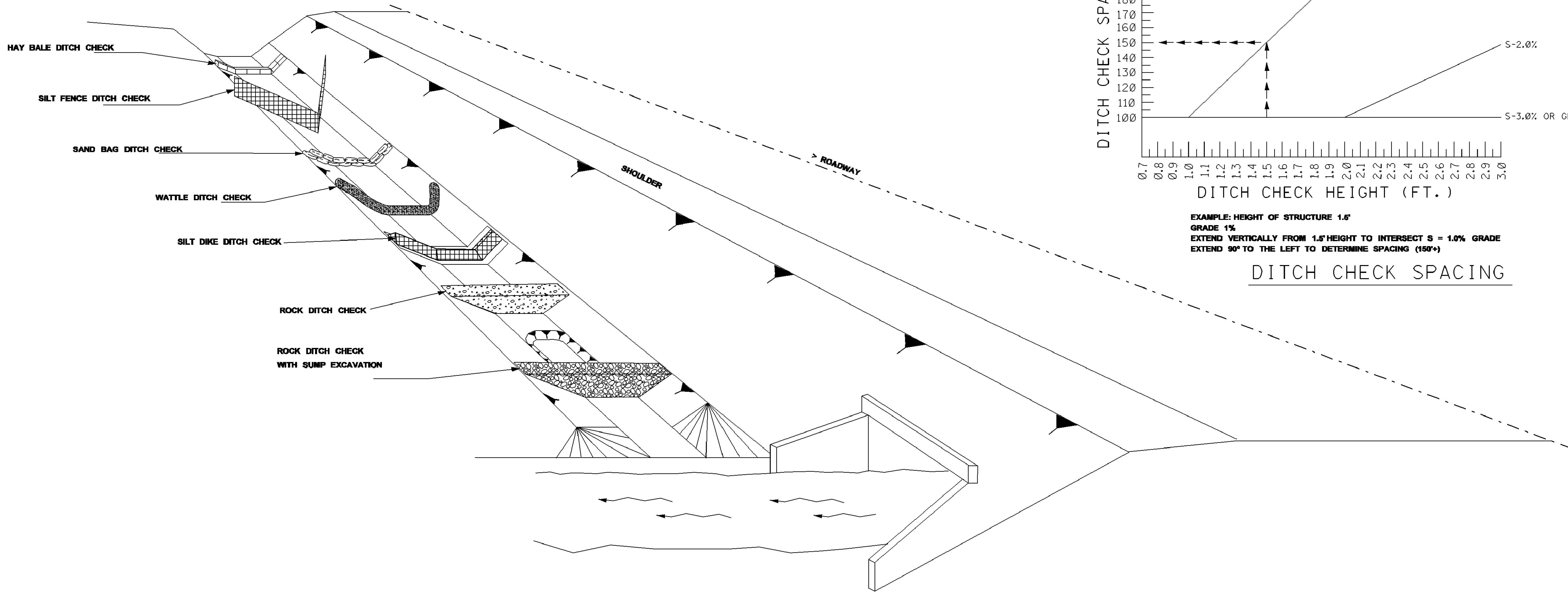
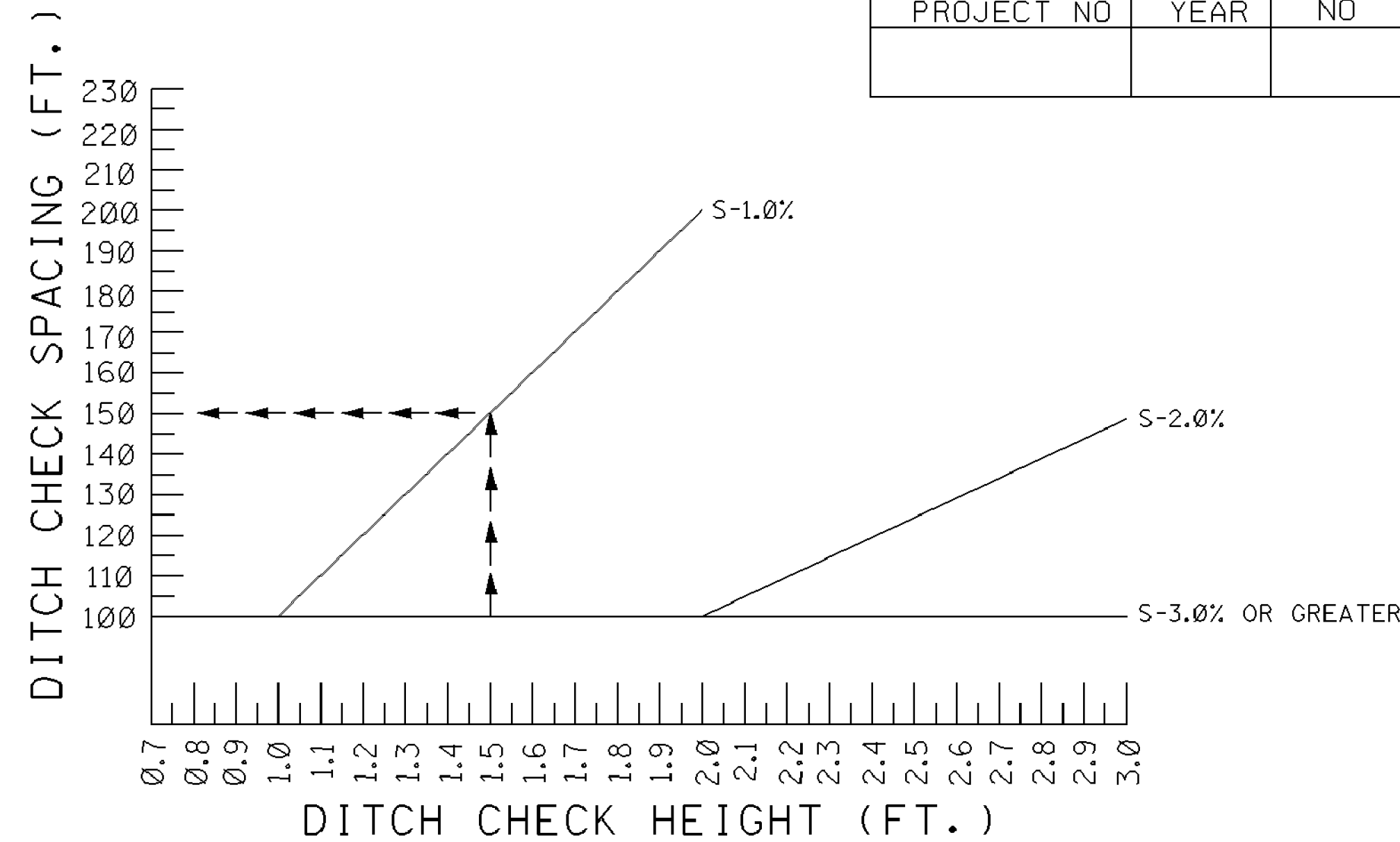
SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32\" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12\" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW
REQUIRED LAPPING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SILT FENCE INSTALLATION	
WORKING NUMBER ECD-3	SHEET NUMBER 11
FILENAME: EROSION CONTROL\ECD-3.DGN	DESIGN TEAM
DATE	CHECKED
DATE	DATE

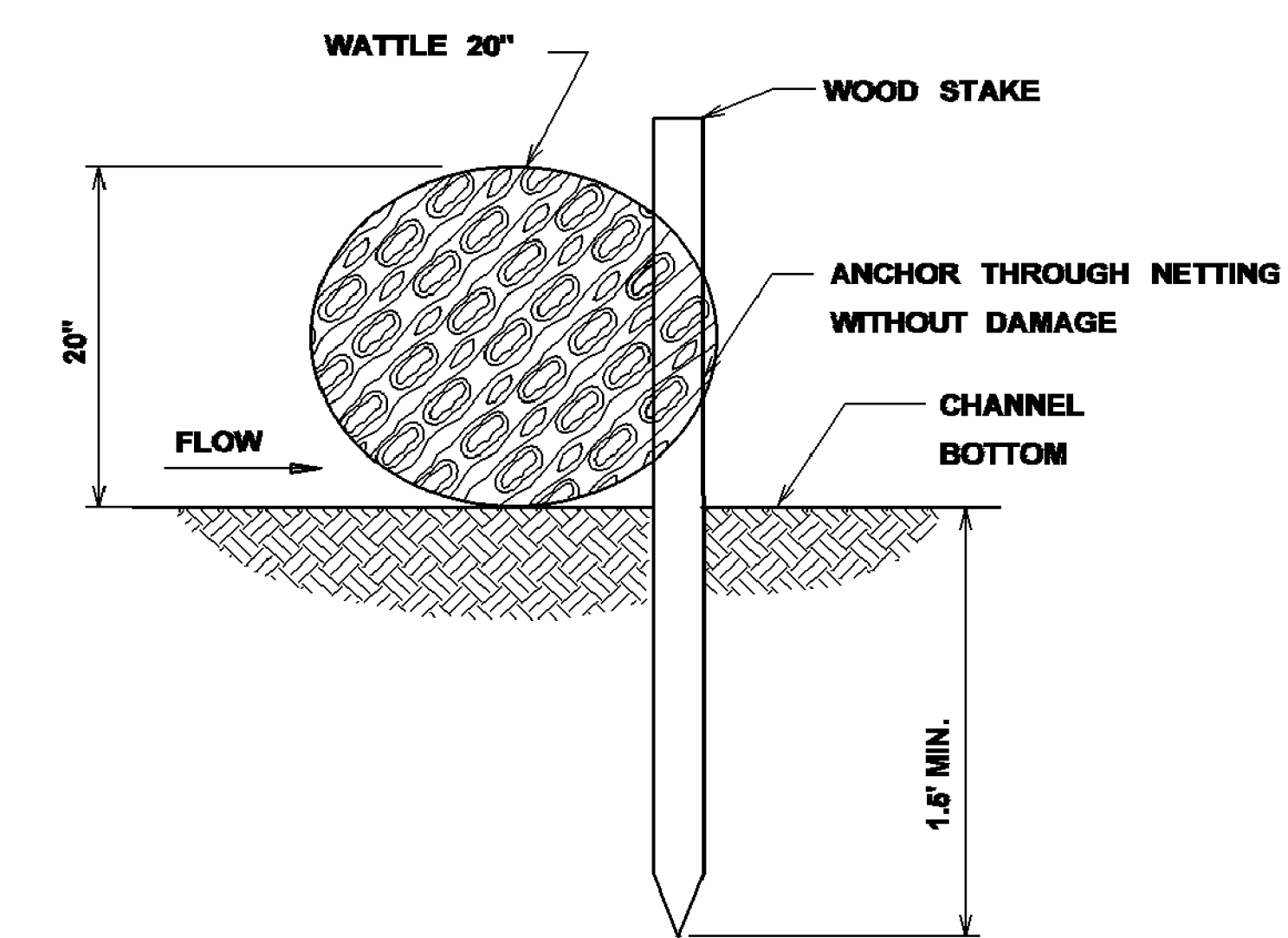
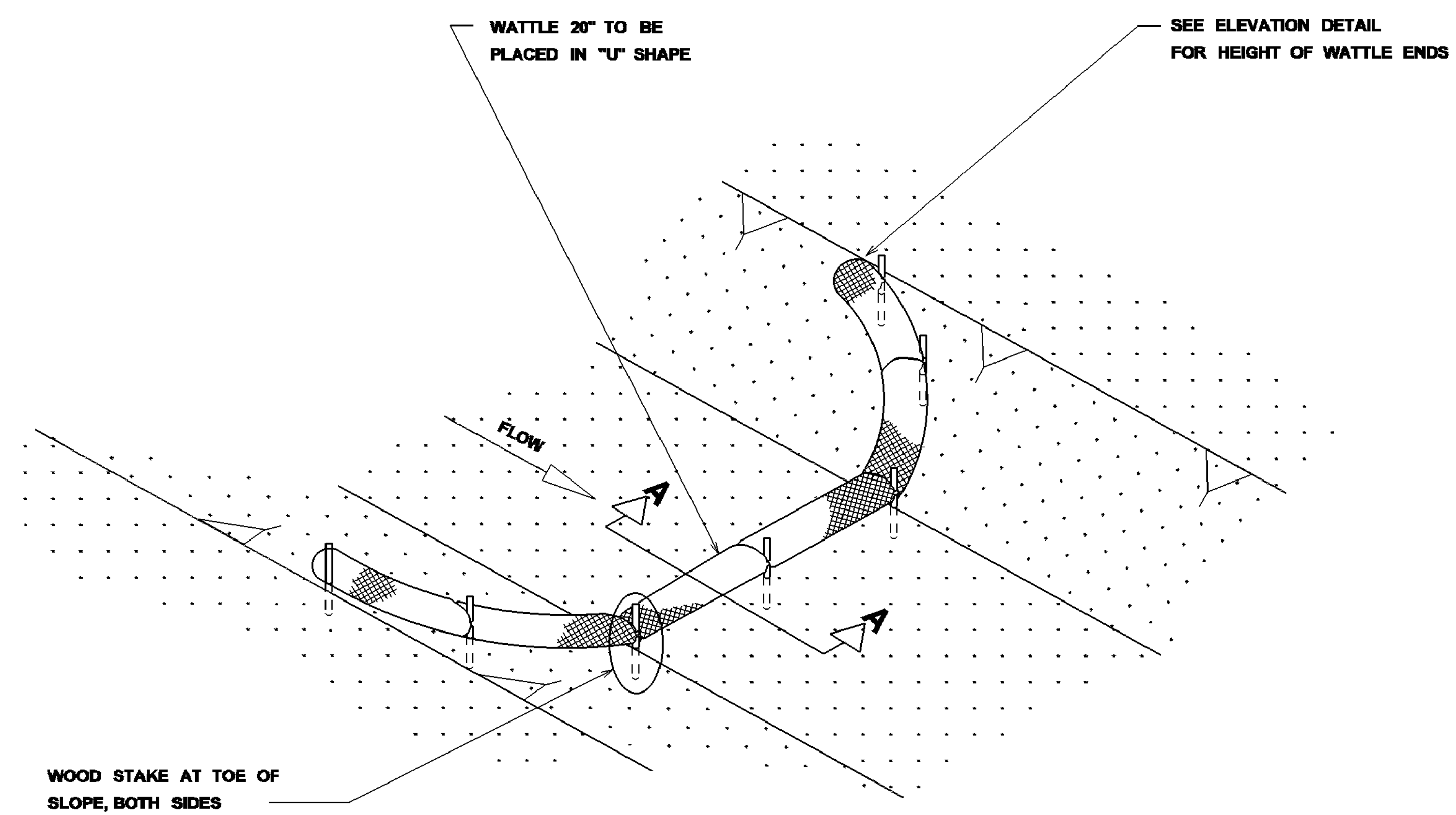


NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILTS FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILTS FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

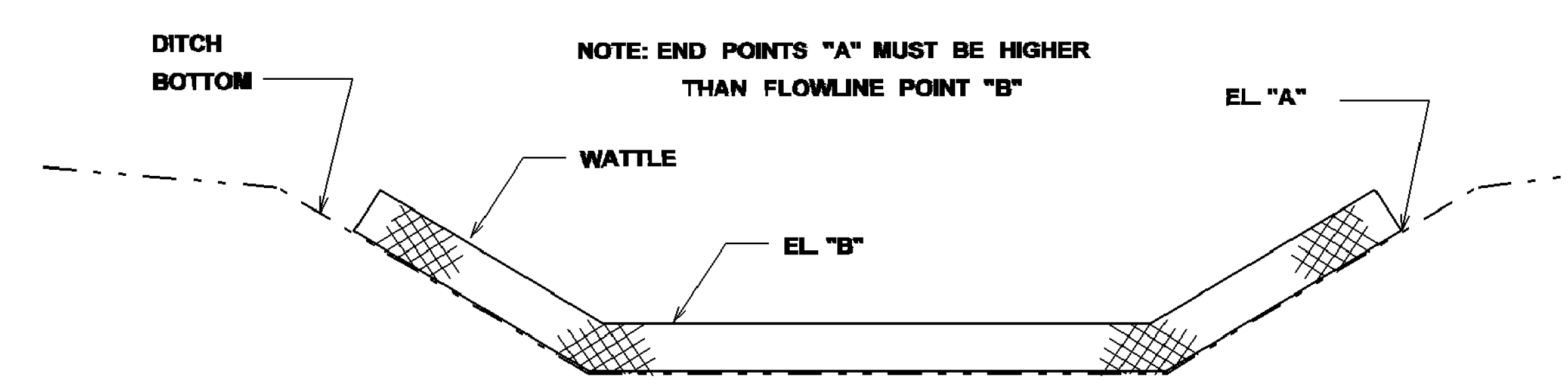
8. SILTS DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
WORKING NUMBER ECD-4	SHEET NUMBER 12
FILENAME: EROSION CONTROL/ECD-4.DGN	DESIGN TEAM
DATE	CHECKED
DATE	DATE



SECTION A-A

DETAIL (DITCH CHECK)



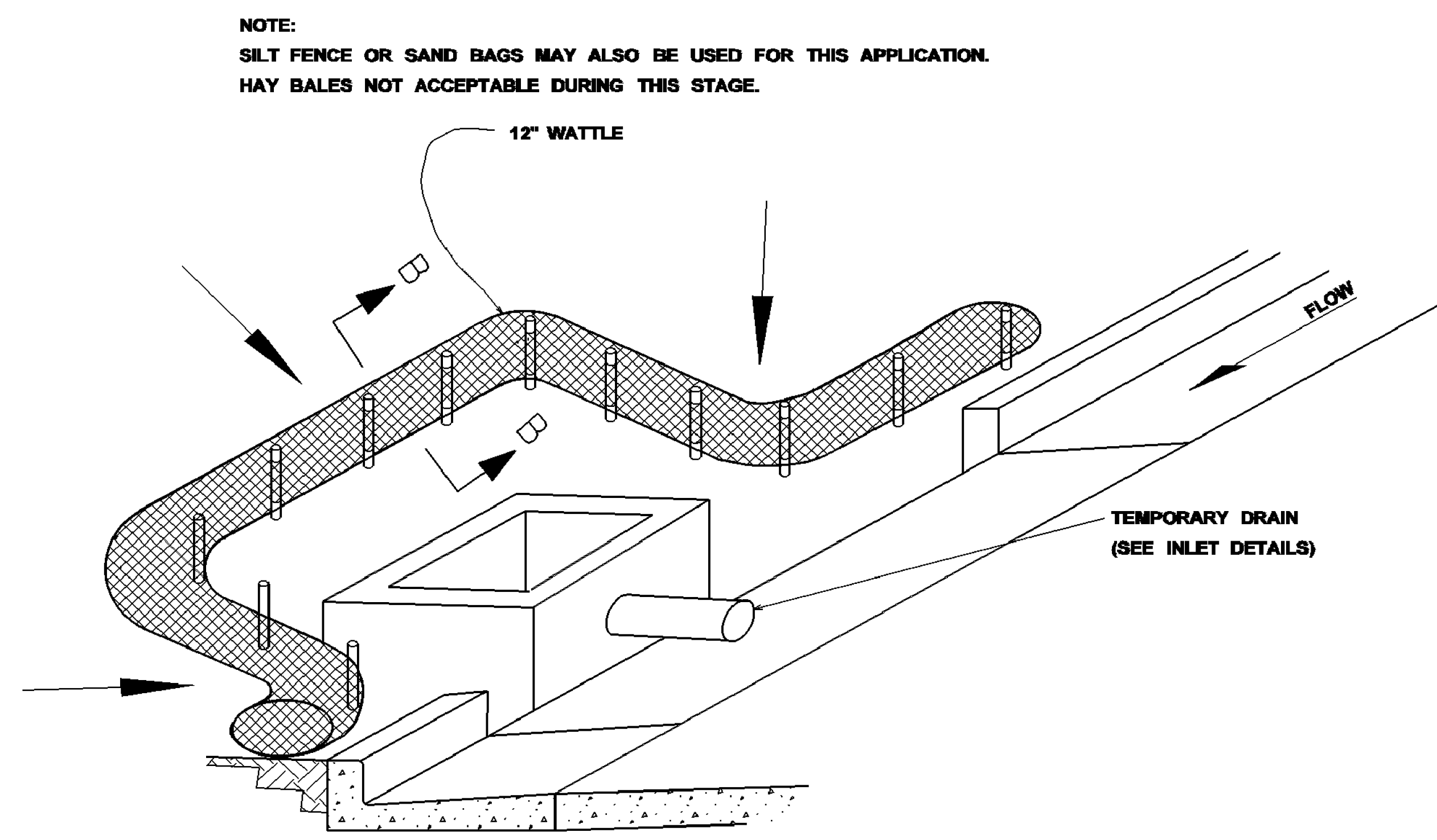
ELEVATION DETAIL

- NOTES:
1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
 2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

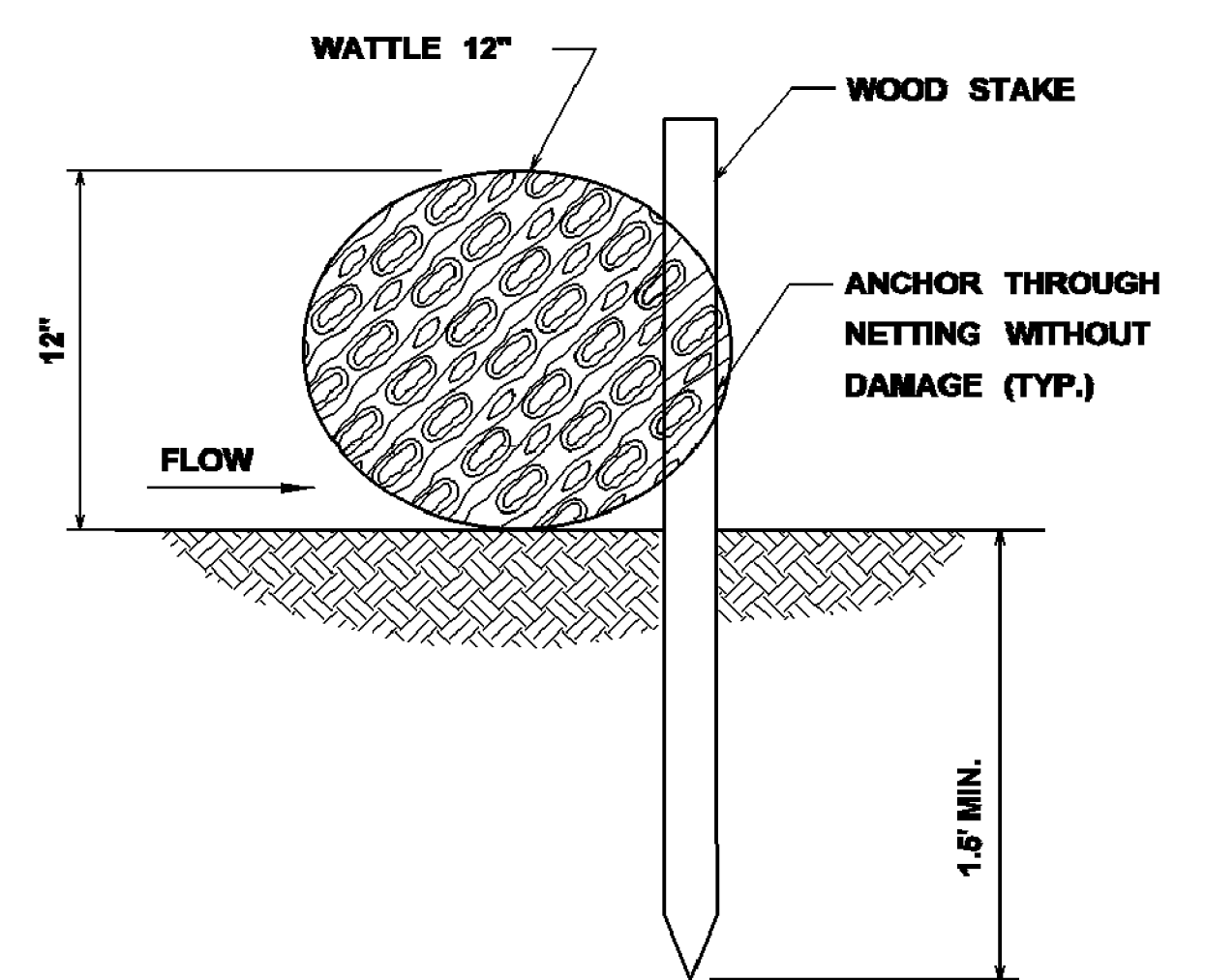
WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

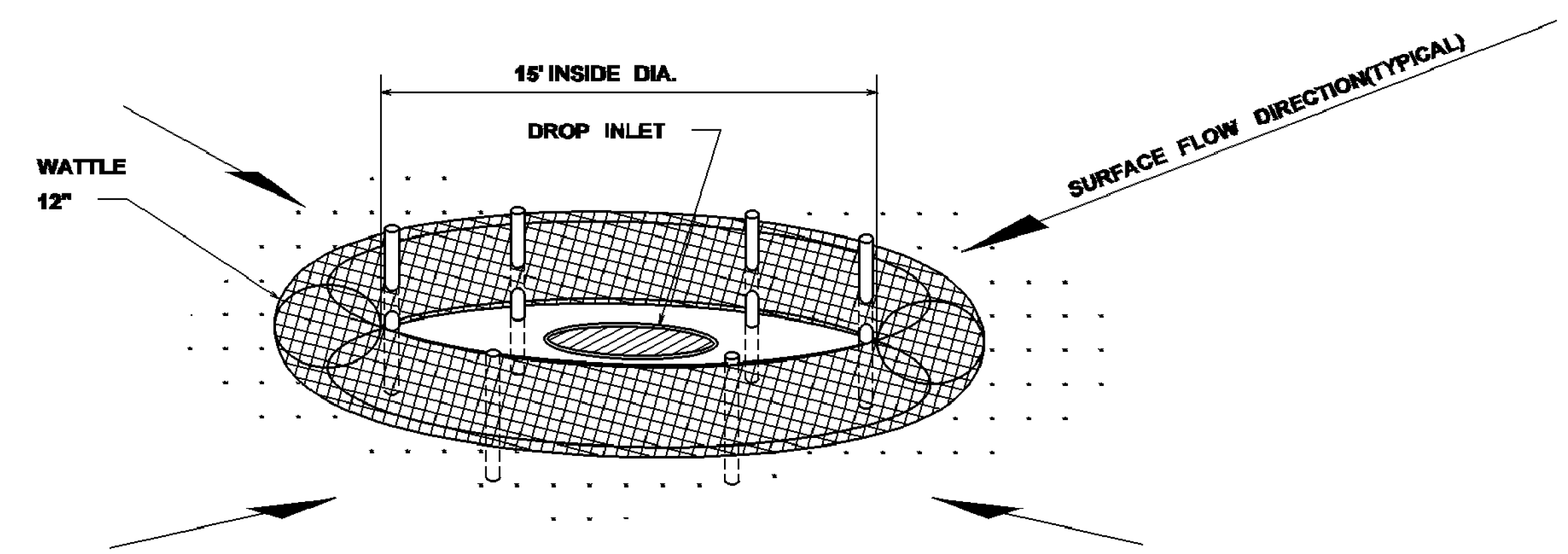
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
WATTLE DITCH CHECK	
WORKING NUMBER	ECD-6
SHEET NUMBER	13
DATE	FILENAME: EROSION CONTROL ECD-6.DGN
DESIGN TEAM	CHECKED DATE



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET

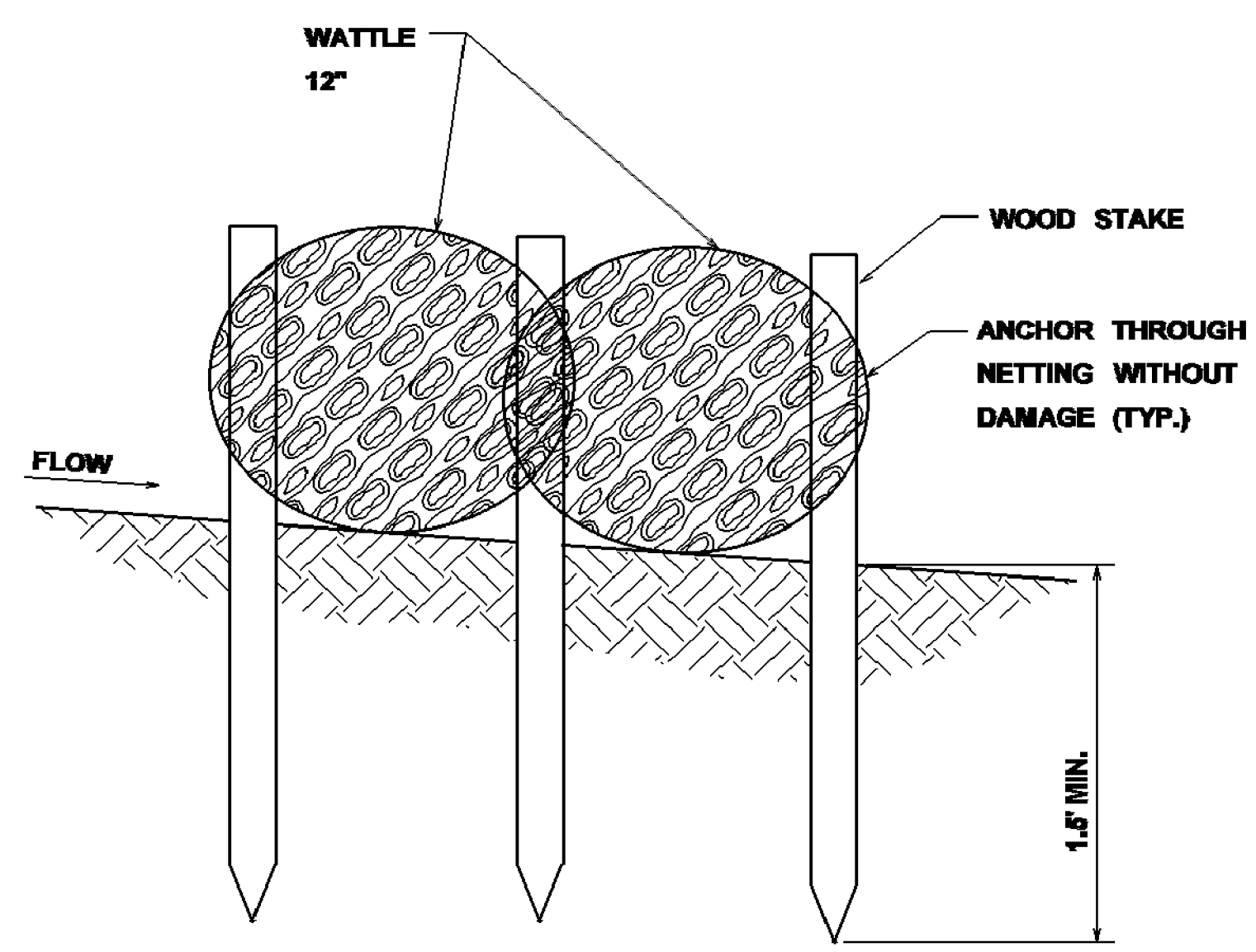


SECTION B-B



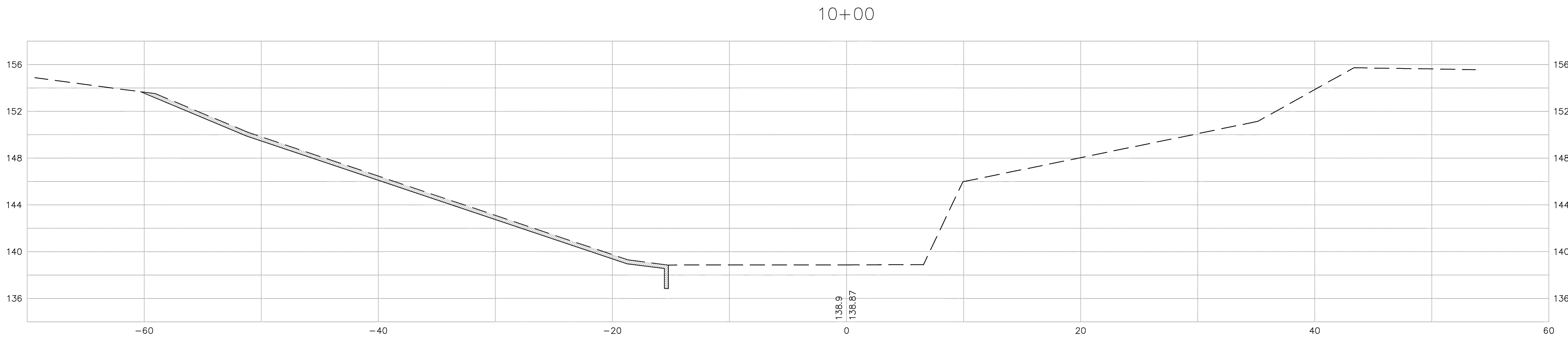
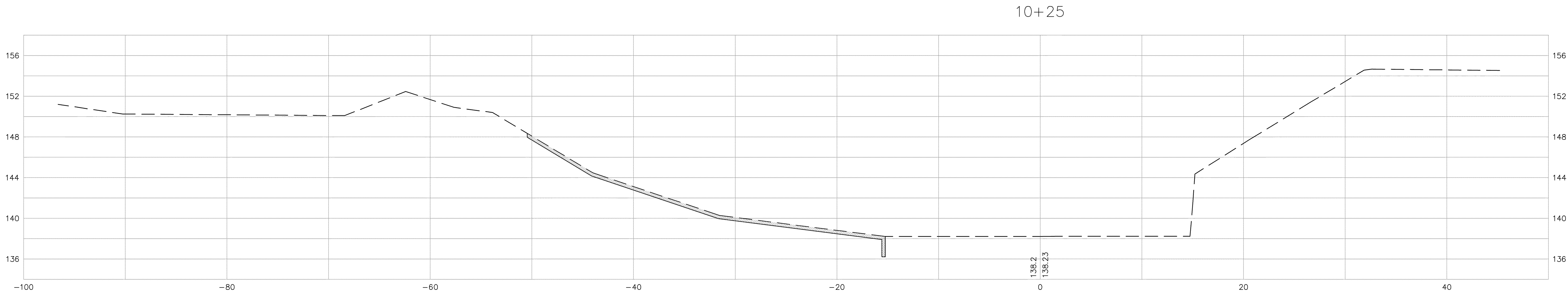
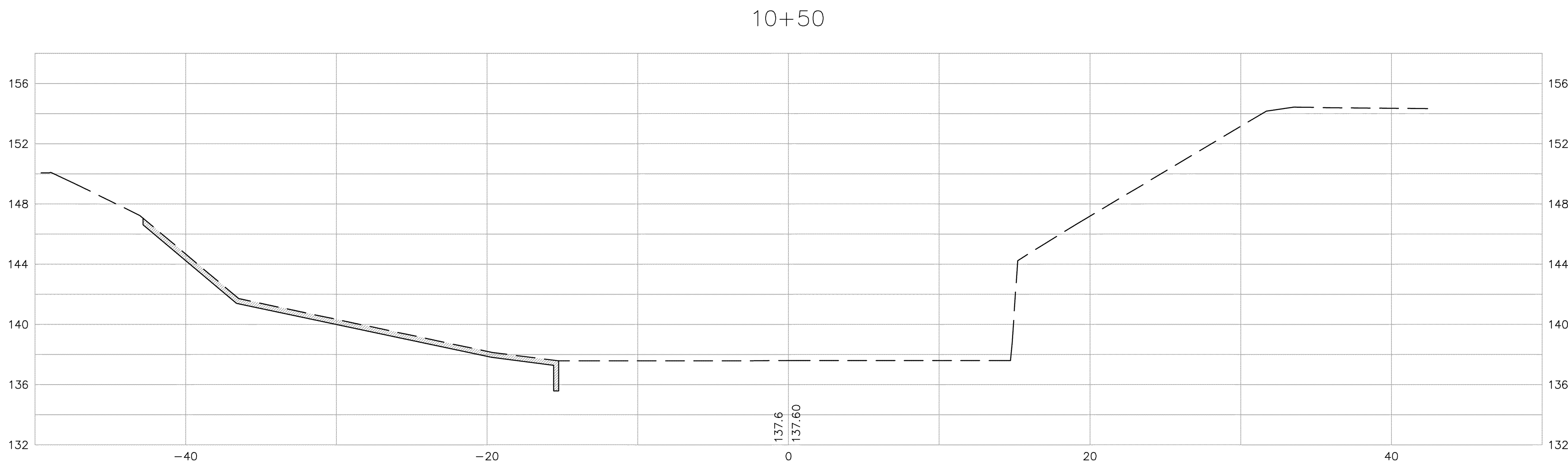
DROP INLET PROTECTION

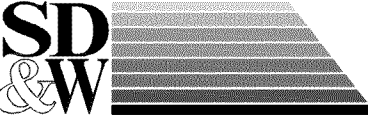
- NOTES:
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1' MIN., 3' MAX.).
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.

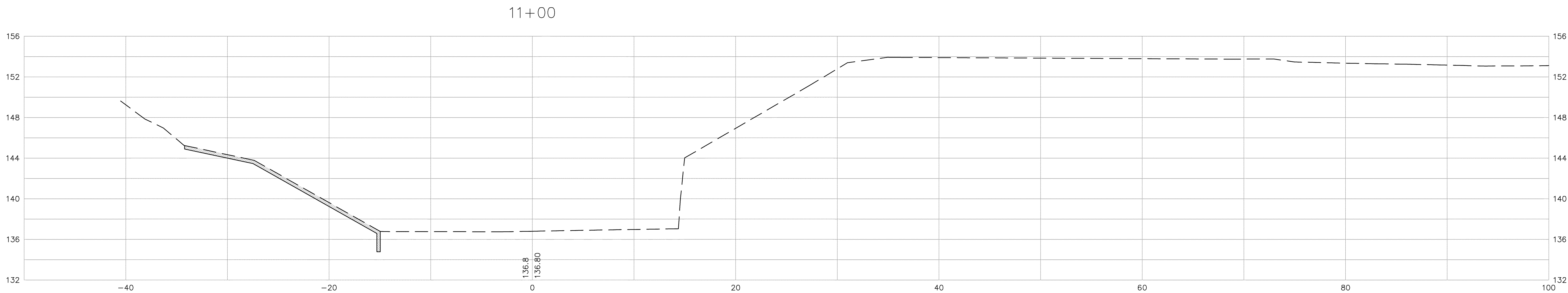
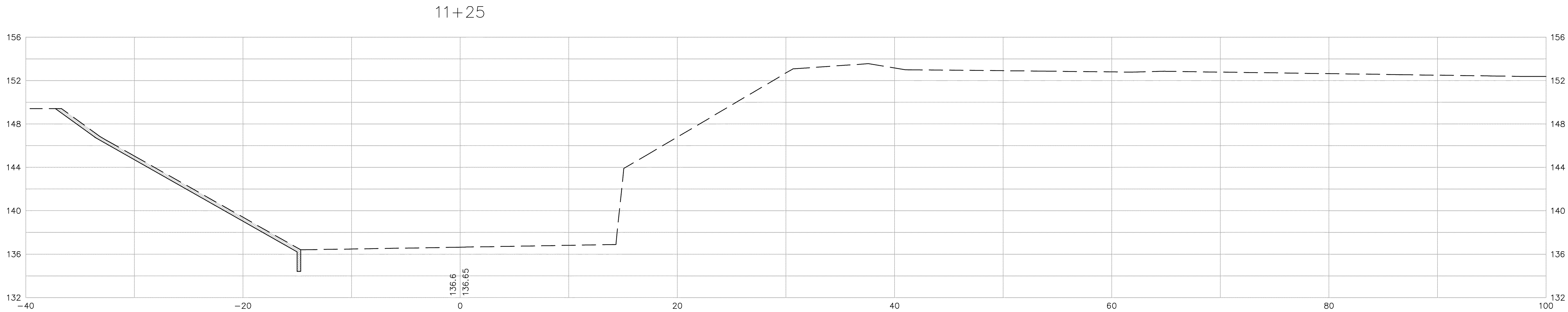


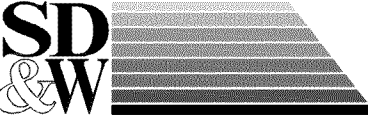
SECTION A-A

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
INLET PROTECTION DETAILS OF WATTLES			
WORKING NUMBER	ECD-12		
SHEET NUMBER	14		
FILENAME:	EROSION CONTROL/ECD-12.DGN		
DESIGN TEAM	CHECKED	DATE	

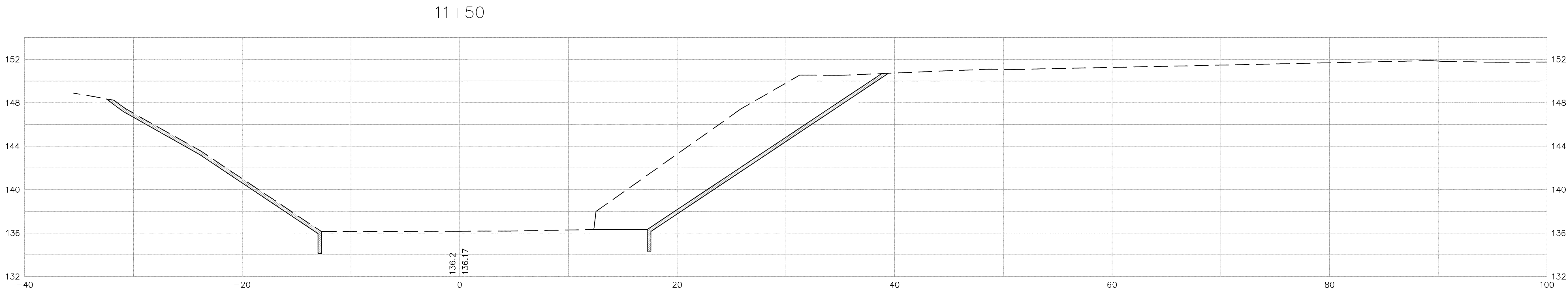
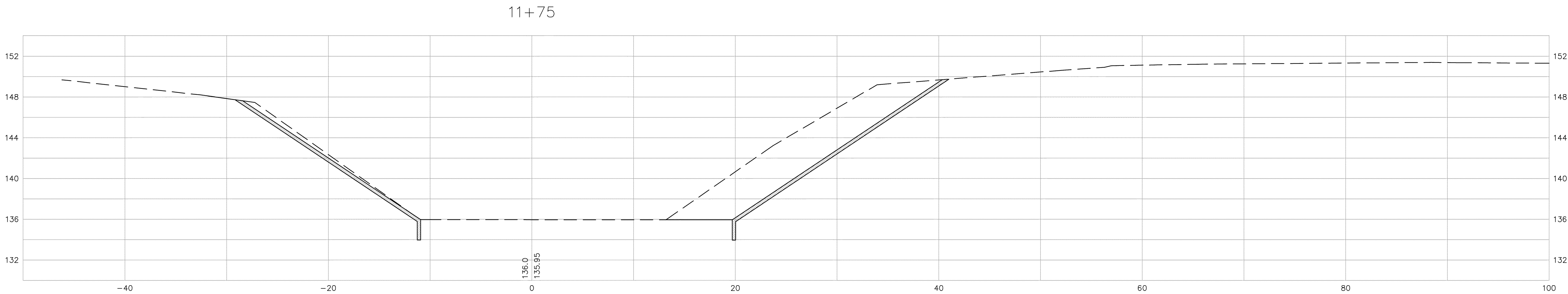
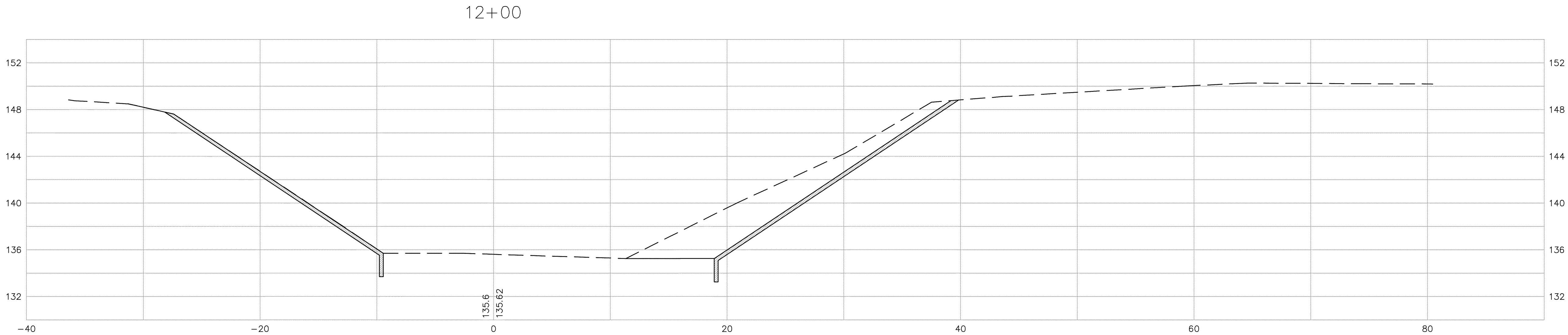


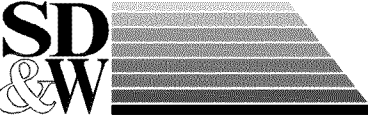
NO.	DATE	DESCRIPTION	BY
CROSS-SECTIONS			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591	
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 5'	
Drawing No.: 1292		Sheet No. 901	

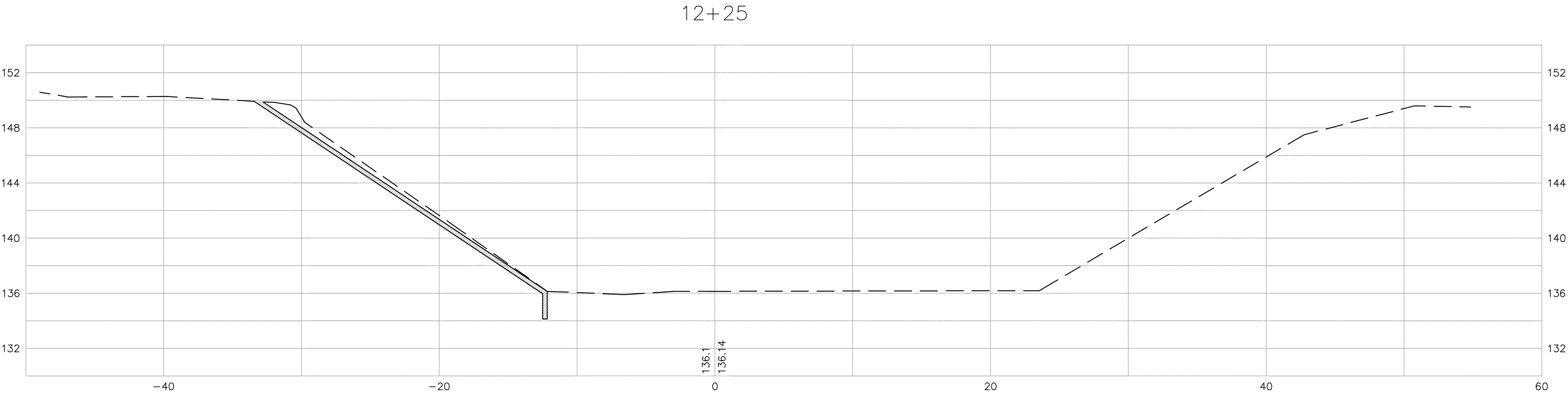
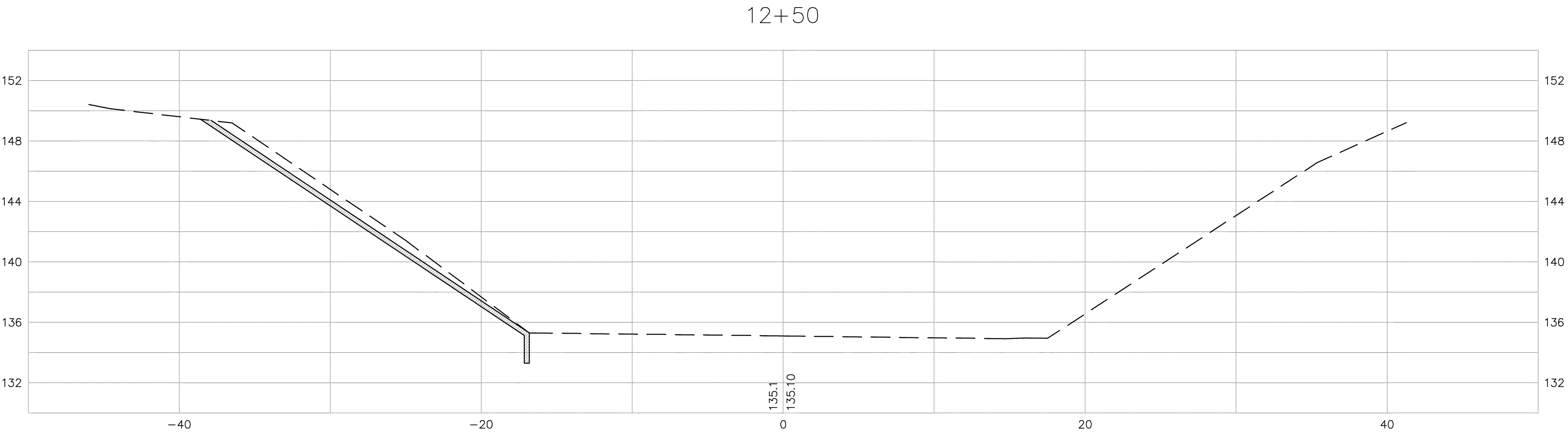


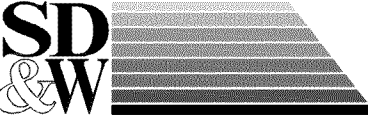
NO.	DATE	DESCRIPTION	BY
CROSS-SECTIONS			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591	
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 5'	
Drawing No.: 1292		Sheet No. 902	

G:\PROJECTS\Hattiesburg_City of 1292 - Gordons Creek at VFW 1292.dwg 1292_x.s.dwg 903 7/30/2012 11:14:26 AM



NO.	DATE	DESCRIPTION	BY
CROSS-SECTIONS			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591	
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 5'	
Drawing No.: 1292		Sheet No. 903	



NO.	DATE	DESCRIPTION	BY
CROSS-SECTIONS			
DRAINAGE IMPROVEMENTS TO GORDONS CREEK AT THE V.F.W. CITY OF HATTIESBURG, MISSISSIPPI			
		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591	
Drawn by: LLS		Checked by: KDW	
Date: JULY 24, 2012		Scale: 1" = 5'	
Drawing No.: 1292		Sheet No. 904	

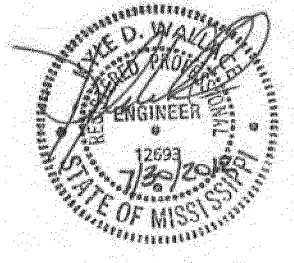
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

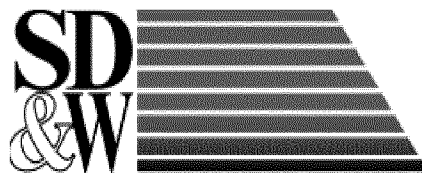
**DRAINAGE IMPROVEMENTS TO
GORDAN'S CREEK AT THE VFW**

FOR THE

**CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES
MISSISSIPPI**



July 2012

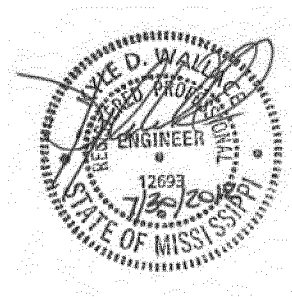


PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821**

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on August 30, 2012** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**DRAINAGE IMPROVEMENTS TO
GORDON'S CREEK AT THE VFW
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

**DRAINAGE IMPROVEMENTS TO
GORDON'S CREEK AT THE VFW
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on 8-1-12 & 8-7-12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until **10:00 a.m. on August 30, 2012**, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **DRAINAGE IMPROVEMENTS TO GORDAN'S CREEK AT THE VFW** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly

familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, Mississippi.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 45 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

ADDRESS

PROPOSAL

Drainage Improvements to Gordan's Creek at the VFW					
City of Hattiesburg, MS					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	L.S.		
2	Removal of Rip Rap & other Debris	1	L.S.		
3	Silt Fencing	380	L.F.		
4	20 inch Wattle Ditch Checks	75	L.F.		
5	Geotextile	1012	S.Y.		
6	Vegetated Filter Point	1012	S.Y.		
7	Gabions	2	EA		
8	Seeding Disturbed Areas	1	L.S.		
9	Grout for Slope Paving Repair	37	C.Y.		
Bid Total:					

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Principal, and _____ as Surety, are hereby held and firmly bound unto as Owner in the penal sum of _____ for payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to a center BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

DRAINAGE IMPROVEMENTS TO GORDAN'S CREEK AT THE VFW

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL (L.S.)

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between hereinafter called the CONTRACTOR, CITY OF HATTIESBURG hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled

DRAINAGE IMPROVEMENTS TO GORDAN'S CREEK AT THE VFW

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ **500.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each

month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

City of Hattiesburg_____

SEAL

BY_____

Title_____

ATTEST_____

CONTRACTOR

SEAL

BY_____

Title_____

ATTEST_____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and of _____ (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto _____, (hereinafter called the Obligee), a Corporation existing under the laws of the State of Mississippi, in the penal sum of Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **DRAINAGE IMPROVEMENTS TO GORDAN'S CREEK AT THE VFW** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at this _____ day of _____, 20__.

(SEAL)

PRINCIPAL

WITNESSES:

ADDRESS

Name of person executing for Principal

Title

SURETY

WITNESSES:

ADDRESS

Name of person executing for Surety

Title

NOTICE OF AWARD

TO: _____

Project: **DRAINAGE IMPROVEMENTS TO GORDAN'S CREEK AT THE VFW**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

City of Hattiesburg _____
OWNER

By: _____
Title: Mayor _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
This the _____ day of _____, 20____

Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: **DRAINAGE IMPROVEMENTS TO GORDAN'S CREEK AT THE VFW**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 45 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the _ day of _____, 20__.

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instructions to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions, the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee)- The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: The stage in construction when a project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.

SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within 10 working days or 15 calendar days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract

Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run no less than the 15 days after receipt by the CONTRACTOR of the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.22 through 6.26. The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 Within twenty (20) days after delivery of the executed agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or

equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Technical Specifications and Drawings.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information For Bidders.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR

performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase

in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time

of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 Site. The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities , and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on

the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General Contractor shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work, see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders, see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request arbitration with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such arbitration to be in accordance with Article 16. However, no request for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to request arbitration within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, weather or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 per cent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 per cent differential.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2. A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2. The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of

SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within sixty (60) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 per cent of the payment claimed until work is 50 per cent complete;

14.1.2 When Work is 50 per cent complete, reduction of the withholding to 5 per cent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 per cent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 per cent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such

payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen,

mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted,

or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such

determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

GENERAL PROVISIONS

(CONSTRUCTION CONTRACT)

1. DEFINITIONS

Terms used or referred to herein are defined as follows: (a) Contracting Local Organization: The organization or agency awarding the contract.

(b) Contracting Officer: The person who is designated and authorized to enter into and administer this contract on behalf of the Contracting Local Organization or his duly appointed successor or authorized representative.

(c) Engineer: The person or his representative who is responsible for determining that the construction work conforms to the technical requirements as set forth in the drawings and specifications.

2. SPECIFICATIONS AND DRAWINGS

The contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

(a) The contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs):

(2) In the method or manner of performance of the work:

(3) In the Contracting Local Organization-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work:

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under the clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: *Provided, however, That except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: And provided further, That in the case of defective specifications for which the Contracting Local Organization is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.*

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4. DIFFERING SITE CONDITIONS

(a) The Contractor shall, promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site of an unusual nature, differing from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefor may be extended by the Contracting Officer.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

5. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Contracting Local Organization may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event the Contracting Local Organization may take over the work and prosecute the same completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Contracting Local Organization resulting from his refusal or failure to

complete the work within the specified time.

(b) If fixed and agreed liquidated damages are provided in the contract and if the Contracting Local Organization so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times as may be required for final completion of the work together with any increased costs occasioned the Contracting Local Organization in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the Contracting Local Organization does not so terminate the Contractor's right to proceed, the resulting damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Contracting Local Organization in its contractual capacity, acts of another contractor in the performance of a contract with the Contracting Local Organization, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract,) notifies the Contracting Officer in writing of the cause of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, such an extension is justified.

(e) The rights and remedies of the Contracting Local Organization provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(f) As used in paragraph (d) (1) of this clause, the term Subcontractors and Suppliers at any tier.

6. CLAIMS

Any claim by the Contractor arising by virtue of this contract which is not disposed of by agreement shall be

submitted in writing, together with any written and oral evidence in support thereof, to the Contracting Officer for decision. Before making a decision the Contracting Officer shall notify the Contractor that any additional written and/or oral evidence in support of the claim may be presented to the Contracting Officer within 30 days from receipt by the Contractor of such notification, or within such further period of time as may be granted by the Contracting Officer. The Contracting Officer shall make his decision in writing and mail or otherwise furnish a signed copy thereof to the Contractor. Pending the decision of the Contracting Officer the Contractor shall proceed diligently with the performance of this contract.

7. PAYMENTS TO CONTRACTOR

(a) The Contracting Local Organization will pay the contract price as hereinafter provided.

(b) The Contracting Local Organization will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on site and preparatory work done to be taken into consideration. Material delivered to the contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(c) In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a payment to be made, he may authorize such payment to be made in full without retention of a percentage. Also, whenever the work is substantially complete, the adequate for protection of the Contracting Local Organization and, at his discretion may release to the contractor all or a portion of any excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may

be made therefor without retention of a percentage.

(d) All material and work covered by progress payments shall thereupon become the sole property of the Contracting Local Organization to require the fulfillment of all of the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid after the Contractor shall have furnished the Contracting Local Organization with a release of all claims against the Contracting Local Organization, arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned, a release may also be required by the assignee.

8. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material article, or process which in the judgment of the Contracting Officer, is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer deems incompetent, careless, or otherwise objectionable.

9. INSPECTION AND ACCEPTANCE

(a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of component) shall be

subject to inspection and test by the Contracting Local Organization at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Contracting Local Organization and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Contracting Local Organization shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Contracting Local Organization after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Contracting Local Organization not to conform to the contract requirements, unless in the public interest the Contracting Local Organization consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Contracting Local Organization (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with the clause of this contract entitled "Termination for Default-Damages for Delay-Time Extensions."

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspection and test by the Contracting Local Organization shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contracting Local Organization reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when reinspection or retest is necessitated by prior rejection.

(e) Should it be considered necessary or advisable by the Contracting Local Organization at any time before acceptance of the entire

work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Contracting Local Organization shall be made as promptly as practicable after completion and inspection of all work required by this contract, or that portion of the work that the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or as regards the Contracting Local Organization's rights under any warranty or guarantee.

10. SUPERINTENDENCE BY CONTRACTOR

The Contractor, at all times during performance and until the work is completed and accepted, shall give his personal superintendence to the work or have on the work a competent superintendent, satisfactory to the Contracting Officer and with authority to act for the Contractor.

11. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Contracting Local Organization, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

12. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Contracting Local Organization. The Contracting Local Organization assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Contracting Local Organization are expressly stated in the Contract.

13. OTHER CONTRACTS

The Contracting Local Organization may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Contracting Local Organization employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Contracting Local Organization employees.

14. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Contracting Local Organization and its officers, agents and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Contracting Local Organization of supplies furnished or construction work performed hereunder.

15. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Contracting Local Organization, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Contracting Local Organization, or if the contract price is increased to such an extent that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer, the Contractor

shall promptly furnish such additional security as may be required from time to time to protect the interests of the Contracting Local Organization and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

16. LAND RIGHTS

(a) Adequate land rights needed in order to perform the work under this contract have been acquired by or on behalf of the Contracting Local Organization. The right to enter, remove, or otherwise make use of adjacent property, roads, utility lines, fences, and other improvements not included within the land rights provided shall be the sole responsibility of the Contractor.

(b) Where ingress and egress is not defined on the drawings, the Contracting Officer shall designate the right-of-way to be used.

17. RECORDS OF TEST FITS AND BORINGS

The Contracting Local Organization does not represent that the available records show completely the existing conditions and does not guarantee any interpretation of these records. The Contractor assumes all responsibility for deductions and conclusions as to the nature of rock and other materials to be excavated, the difficulties of making and maintaining the required excavations and of doing other work affected by the geology of the site of work, and for the final preparation of the foundations for the spillway, dikes, and other structures.

18. MATERIALS TO BE FURNISHED BY THE CONTRACTOR

(a) Unless otherwise specified in this contract, the Contractor shall furnish all materials required for the completion of the contract.

(b) Unless otherwise waived in writing by the Contracting Officer, the Contractor shall furnish the Contracting Local Organization with certifications dated and signed by the manufacturer and/or supplier to the effect that the items listed therein meet the requirements of this contract. Such certification shall be furnished prior to the use of the material in any part of the construction and shall identify the project on which the material is to be used.

19. WATER

Unless otherwise specified in this contract, the Contractor shall provide and maintain at his own expense an adequate supply of water suitable for construction purposes.

20. WORKWEEK-CONSTRUCTION SCHEDULE

(a) Unless furnished prior to contract award, the Contractor shall, prior to commencement of work, submit to the Contracting Officer for approval (1) a construction schedule showing the order in which he proposes to carry on the work indicating the periods during which he will perform work on each item listed in the bid schedule and (2) the hours and days in which he proposes to carry on the work.

(b) If, in the opinion of the Contracting Officer, the Contractor falls behind the approved construction schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may require him to either increase the number of shifts, days or hours of work, or the amount of construction plant, or all of them, and to submit for approval such revised construction schedules as may be deemed necessary to show the manner in which the agreed rate of progress will be regained, all without additional cost to the Contracting Local Organization. If the Contractor fails to submit a revised construction schedule within the time specified by the Contracting Officer, the Contracting Officer may withhold approval of progress payments and/or take such other actions provided in this contract until such time as the Contractor submits the required construction schedule.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Clause 5 of the General Provisions.

21. SUBCONTRACTORS

(a) Work shall not be subcontracted in whole or in part without prior written approval of the Contracting Officer. The request shall be in writing with the name of the proposed subcontractors and a description of the work to be done.

(b) If at any time the Contracting Officer determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly and the Contractor accordingly and the Contractor shall take immediate steps for cancellation of the subcontract.

(c) Subcontracting by subcontractors shall be the subject to the above requirements.

(d) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Contracting Local Organization.

22. SURVEYS

(a) Unless otherwise stated in the Invitation for Bids, only the basic skating shall be done by the Contracting Local Organization. If the Contracting Local Organization does the skating, the Contractor shall notify the Contracting Officer in advance of any skating required in order that such work can be properly scheduled.

(b) Bench marks shall be preserved by the Contractor, and in the case of their destruction or removal by him or his employees they shall be replaced by the Contracting Local Organization at the Contractor's expense.

(c) Survey stakes destroyed or removed by the carelessness of the Contractor or his employees shall be replaced by the Contracting Local Organization at the Contractor's expense. Stakes removed or destroyed in the due course of the work shall be replaced by the Contracting Local Organization without cost to the Contractor.

(d) If the Contractor finds any errors or omissions in the layout as given by survey points or staking, he shall immediately inform the Contracting Officer in writing.

23. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Contracting Local Organization.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonably suspension, delay, interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the

Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but the requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

24. CLEANUP WORK

(a) During Construction the Contractor shall keep the work site, areas adjacent to the work site and access roads in an orderly condition, free and clear from debris and discarded materials. Care shall be taken to prevent spillage when hauling is being done. Any spillage or debris resulting from the Contractor's operations shall be immediately removed.

(b) Upon completion of the work the Contractor shall remove from the work site, areas adjacent to the work site and access roads: all plant, buildings, debris, unused materials, concrete forms and other like material belonging to him or used under his direction during the construction. He shall grade all access roads, other than public, removing wheel tracks and smoothing up such roads.

25. ASSIGNMENT

The Contractor shall not assign in whole or in part this contract without the prior written consent of the Contracting Local Organization. The Contractor shall not assign any moneys due or to become due to him under this contract without prior written consent of the Contracting Local Organization.

26. WEATHER

(a) The Contracting Officer may order suspension of the work in whole or in part, commencing with the day after receipt of the Notice to Proceed by the Contractor, due to weather or the effects of weather at the site, for such time as he considers it unfavorable for satisfactory prosecution of the work.

(b) When the Contracting Officer orders suspension under (a) of this clause, the contract completion date shall be extended a full calendar day for each calendar day during suspension of the work if:

(1) All work is suspended except minor items as may be designated in this contract (work of an emergency, protective or maintenance nature may be performed at any time); and

(2) The hours lost in any one workday of the authorized workweek through suspension equal one-half or

more of the hours of an authorized workday.

(c) If the Contracting Officer orders suspension of work as provided in (b) of this clause and the hours lost in the workday immediately preceding a nonworkday equal one-half or more of the hours in an authorized workday, the contract completion date shall be extended a full calendar day for each nonworkday during suspension of the work.

(d) When the Contracting Officer orders any suspension of the work under this clause, the Contractor shall not be entitled to any cost or damages resulting from such suspension.

(e) When the contract completion date is extended under this clause, the contract shall be modified in writing accordingly.

27. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

(a) The Contracting Officer may order suspension of the work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this contract, and the contract completion date shall not be extended on account of any such suspension of the work.

(b) When the Contracting Officer orders any suspension of the work under (a) of this clause, the Contractor shall not be entitled to any costs or damages resulting from such suspension.

(c) The rights and remedies of the Contracting Local Organization provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

28. QUANTITY VARIATIONS

(a) Where the quantity of work shown for an item in the bid schedule, including any modification thereof, is estimated, no adjustment of the contract price nor of the performance time shall be made for overruns or underruns which are within 25 percent of the estimated quantity of any such item.

(b) For overruns of more than 25 percent, the Contracting Officer shall re-estimate the quantity for the item, establish an equitable contract price for the overrun of more than 25 percent, adjust contract performance time equitably and modify the contract in writing accordingly; this clause to thereafter be applicable to the total re-estimated item quantity.

(c) For underruns of more than 25 percent, the Contracting Officer shall determine the quantity for the item, establish an equitable contract price therefor, adjust contract performance time equitably, and modify the contract in writing accordingly.

29. FEDERAL, STATE, AND LOCAL TAXES

Except as otherwise provided, contract unit prices shall include all applicable Federal, State, and local taxes.

30. SHOP DRAWING

(a) The term "shop drawings" include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(b) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate his approval or disapproval of the shop drawings and if not approved as submitted shall indicate his reason therefor. Any work done prior to such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (c) below.

(c) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation(s), he shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

31. TERMINATION FOR CONVENIENCE OF THE CONTRACTING LOCAL ORGANIZATION

The Contracting Officer, by written notice, may terminate this contract in whole or in part, when it is in the interest of the Contracting Local Organization. If this contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing work actually accomplished. In addition, the Contractor shall be paid 10 percent for overhead expenses based on said direct costs, and 5 percent for

profit based on the total of direct costs and overhead costs. From this will be deducted any payments or reimbursements previously paid and salvage value of materials paid for by the Contracting Local Organization but not used. Provided however, no profit shall be paid if the Contractor would have incurred a loss had the entire contract been completed.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a drainage system as detailed on the contract drawings and in these specifications.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

REMOVAL OF RIP RAP AND OTHER DEBRIS

Payment for removal of rip rap and other debris shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications including but not limited to concrete, rip rap, asphalt, etc. Payment shall include off site removal of all items removed during removal of rip rap and other debris. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be lump sum.

SILT FENCE

Payment for silt fence shall include furnishing, installing and maintaining silt fence as required by current Mississippi Department of Environmental Quality standards. Silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be linear feet and includes any required maintenance.

WATTLES

Payment for wattles shall include furnishing, installing and maintaining wattles as required by current Mississippi Department of Environmental Quality standards or the engineer. Wattles shall be installed and maintained to prevent erosion. The unit measurement shall be linear feet and includes any required maintenance.

GEOTEXTILE

Payment for geotextile shall include furnishing and installing geotextile as specified in the plans and specifications. Item shall include material, placement, pinning and testing necessary to meet the plans and specifications. Payment shall be per square yard.

VEGETATED FILTER POINT FABRIC

Payment for vegetated filter point fabric shall include furnishing and installing vegetated filter point fabric as specified in the plans and specifications. Item shall include material, placement, pinning, grout, toe walls and testing necessary to meet the plans and specifications. Payment shall be per square yard.

GABIONS

Payment for all gabions shall include furnishing and installed gabions as specified in the plans and specifications. Item shall include excavation, gabion, rock, placement, backfill and other items necessary to provide a fully functional gabion basket. Payment shall be per each.

SEEDING DISTURBED AREAS

Payment for seeding disturbed areas shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grass. Seeding disturbed areas shall include final grading prior to installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate including establishment of permanent grass.

GROUT FOR SLOPE PAVING REPAIR

Payment for grout for slope paving repair shall include furnishing and installing concrete grout as specified in the plans and specifications. Item shall include core holes, pumping of grout, forming as necessary, haul, placement, core hole repair and testing necessary to meet the plans and specifications. Payment shall be per cubic yard.

TECHNICAL SPECIFICATIONS

MOBILIZATION

1. SCOPE

The work shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the work required under the contract.

This work shall not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract.

Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

2. EQUIPMENT AND MATERIAL

Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items specified in Section 4 of this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site clean up, of offices, buildings and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

3. ITEMS OR WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. Mobilization and Demobilization

1. This item shall consist of the mobilization and demobilization of the contractor's organization and equipment necessary for performing the work required under the contract.

REMOVAL OF RIP RAP AND OTHER DEBRIS

1. SCOPE

The work shall consist of the removal, salvage, and disposal of structures (including fences) from the designated areas.

2. MARKING

Method 1 Each structure or structure part to be removed will be marked with stakes, flags, paint or other suitable method.

Method 2 The area boundaries from which structures must be removed will be marked by means of stakes, flags, paint or other suitable method. Structures to remain undisturbed or to be salvaged will be designated by special markings.

3. REMOVAL

Method 1 All structures designated for removal in the contract shall be removed to the specified extent and depth.

Method 2 Within the areas so marked, all visible and buried structures identified shall be removed to the specified extent and depth.

4. SALVAGE

Structures or structure parts that are designated to be salvaged shall be carefully removed and neatly placed in the specified or approved storage location. Salvaged structures that are capable of being disassembled shall be dismantled into individual members or sections. Such structures shall be neatly and systematically marked with paint prior to disassembly. All connectors and other parts shall be marked to indicate their proper location within the structure and shall be fastened to the appropriate structural member or packed in suitable containers.

Material from fences designated to be salvaged shall be placed outside the work area on the property on which the fence was originally located. Fence wire shall be rolled into uniform rolls of suitable size and neatly piled with other salvaged materials. Posts and rails shall be neatly stacked.

5. DISPOSAL OF REFUSE MATERIALS

Refuse materials resulting from structure removal shall be disposed of in a manner and at

locations specified in Section 6 of this specification or in an acceptable manner and at locations approved by the Contracting Officer. Disposal by burning shall be in accordance with local rules and regulations.

6. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and construction details are:

a. Structure Removal

- (1.) This item shall consist of removal of existing debris within the work limits of the sites.
- (2.) Marking will be by Method 2.
- (3.) Removal will be by Method 2.
- (4.) Debris shall be disposed of by hauling to a disposal site obtained by the Contractor and approved by the Engineer. Applicable local and /or state permits shall be the responsibility of the Contractor.

POLLUTION CONTROL

1. SCOPE

The work shall consist of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.

2. MATERIALS

All materials furnished shall meet the requirements of the Material Specifications listed in Section 7 of this specification.

3. EROSION AND SEDIMENT CONTROL MEASURES AND WORKS

The measures and works shall include, but are not limited to, the following:

Staging of Earthwork Activities The excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.

Seeding Seeding to protect disturbed areas shall occur as soon as reasonable possible following completion of that earthwork activity.

Mulching Mulching to provide temporary protection of soil surfaces from erosion.

Diversions Diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. These works are temporary and shall be removed and the area restored to its near original condition when they are no longer required or when permanent measures are installed.

Sediment Basins Sediment basins to collect, settle and eliminate sediment from eroding areas from impacting properties and streams below the construction sites (s). These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Sediment Filters Straw bale filters or geotextile sediment fences to trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under or around them. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Waterways Waterways for the safe disposal of runoff from fields, diversions and other structures or measures. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Other Additional protection measures as specified in Section 7 of this specification or required by Federal, State, or Local Government.

4. CHEMICAL POLLUTION

The Contractor shall provide water-tight tanks or barrels, or construct a sump sealed with plastic sheets to be used to dispose of chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer wash water, asphalt, etc., produced as a by-product of the construction activities. At the completion of the construction work, sumps shall be removed and the area restored to its original condition as specified in Section 7 of this specification. Sump removal shall be conducted without causing pollution.

Sanitary facilities such as chemical toilets, or septic tanks shall not be located adjacent to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities shall be disposed of without causing pollution as specified in Section 7 of this specification.

5. AIR POLLUTION

The burning of brush and/or slash, and disposal of other materials shall adhere to state and local regulations.

Fire prevention measures shall be taken to prevent the start or spreading of wild fires which may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall insure safe construction operations at all times. If chemical dust suppressants are applied, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the Engineer five (5) working days prior to the first application.

6. MAINTENANCE, REMOVAL, AND RESTORATION

All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures

shall be removed and the site restored to near original condition.

7. ITEMS OF WORK AND CONSTRUCTION DETAILS

a. Pollution Control

- (1) This item shall consist of all work necessary to control erosion and sediment pollution, chemical pollution and air pollution on the site.
- (2) The Contractor's scheduling shall be made in a manner that will reduce adverse environmental effects. Construction scheduling shall be revised when significant pollution can result due to his planned construction schedule.
- (3) The Contractor shall perform his work in a manner that will reduce erosion and minimize sediments and other pollutants to the water and streams and create a minimum of air pollution consistent with standard construction operations.
- (4) Water or other dust suppressors shall be applied to prevent excessively dusty conditions along haul and access roads.

SEEDING, SPRIGGING AND MULCHING

1. SCOPE

The Work shall consist of preparing the area for treatment, furnishing and placing seed, sprigs, mulch, fertilizer, inoculant, lime and other soil amendments, and anchoring mulch in designated areas as specified.

2. MATERIALS

Seed - All seed shall conform to the current rules and regulations of the state where it is being used and shall be from the latest crop available. It shall meet or exceed the standard for purity and germination listed in Section 7.

Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitations for bid. Bag tag figures will be evidence of purity and germination. No seed will be accepted with a test date of more than nine (9) months prior to the delivery date to the site.

Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The percent of current state laws relating to agricultural seeds. Each type of seed shall be delivered in separate sealed containers and fully tagged unless exception is granted in writing by the Engineer.

Fertilizer - Unless otherwise specified, the fertilizer shall be a commercial grade fertilizer. The fertilizer shall meet the standard for grade and quality specified by state law. Where fertilizer is furnished from bulk storage, the Contractor shall furnish a supplier's certification of analysis and weight. When required by the contract, a representative sample of the fertilizer shall be furnished to the Engineer for chemical analysis.

Inoculants - The inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container or as otherwise specified. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer shall be used, except four times the amount shall be used when seed is applied by use of a hydraulic seeder. Seed shall be sown within twenty-four (24) hours of treatment and shall not remain in the hydraulic seeder longer than four (4) hours.

Lime and other Soil Amendments - Lime shall consist of Standard Ground Agriculture Limestone, or approved equivalent. Standard Ground Agriculture Limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture.

Other soil amendments shall meet quality criteria and application requirements specified in Section 7.

Mulch Tackifiers - Asphalt emulsion tackifiers shall conform to the requirements of ASTM D 977, Specification for Emulsified Asphalt. The emulsified asphalt may be rapid setting, medium setting, or slow setting. Nonasphaltic tackifiers required because of environmental considerations shall be as specified in Section 7.

Straw Mulch Materials - Straw mulch shall consist of wheat, barley, oat or rye straw, hay grass cut from native grasses or other plants as specified in Section 7. The mulch material shall be air dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds will not be permitted. The contractor shall provide a method satisfactory to the Engineer for determining weight of mulch furnished.

Other Mulch Materials - Mulching materials, such as wood cellulose fiber mulch, mulch tackifiers, synthetic fiber mulch, netting, and mesh are other mulching materials that may be required for specialized locations and conditions. These materials, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

3. SEEDING MIXTURES, SOD, SPRIGS AND DATES OF PLANTING

The application rate per acre for seed mixtures, sprigs, or sod and date of seeding or planting shall be as shown on the plans or as specified in Section 7.

4. SEEDBED PREPARATION AND TREATMENT

Areas to be treated shall be dressed to a smooth, firm surface. On sites where equipment can operate on slopes safely, the seedbed shall be adequately loosened (4 to 6 inches deep) and smoothed. Depending on soil and moisture conditions, disking or cultipacking or both may be necessary to properly prepare a seedbed. On sites where equipment cannot operate safely, the seedbed shall be prepared by hand methods by scarifying to provide a roughened soil surface so that broadcast seed will remain in place.

If seeding is to be accomplished immediately following construction operations, seedbed preparation may not be required except on compacted, polished, or on freshly cut soil surfaces.

Rocks larger than six (6) inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance operations shall be removed or disposed of as specified in Section 7.

Seedbed preparation shall be discontinued when soil moisture conditions are not suitable for

the preparation of a satisfactory seedbed as determined by the Engineer.

5. SEEDING, SPRIGGING, FERTILIZING, MULCHING, AND STABILIZING

All seeding or sprigging operations shall be performed in such a manner that the seed and/or sprigs are applied in the specified quantities uniformly on the designated areas. The method and rate of seed application shall be as specified in Section 7. Unless otherwise specified, seeding or sprigging shall be accomplished within two (2) days after final grading is completed and approved.

Fertilizer, lime and other soil amendments shall be applied as specified in Section 7. When specified, the fertilizer and soil amendments shall be thoroughly incorporated into the soil immediately following surface application.

The rate, amount, and kind of mulching or mesh shall be as specified in Section 7. Mulches shall be applied uniformly to the designated areas, and shall be applied to areas seeded not later than two (2) working days after seeding has been performed. Straw mulch material shall be stabilized within twenty-four (24) hours of application by the use of a mulch crimper or equivalent anchoring tool or by a suitable tackifier. When the mulch crimper or equivalent anchoring tool is used, it shall have straight blades and be the type manufactured expressly for, and capable of firmly punching the mulch into the soil. On sites where the equipment can be safely operated, it shall be operated on the contour. On sites where equipment cannot safely operate to perform the work required, hand methods shall be used.

The tackifier shall be applied uniformly over the mulch material at the specified rate, or by injecting it into the mulch material as it is being applied. The mesh or netting stabilizing materials shall be applied smoothly but loosely on the designated areas, and the edges shall be buried or securely anchored by means of spikes or staples as specified in Section 7.

The Contractor shall maintain the mesh or netting areas until all work under the contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by water erosion, wind, fire, or other causes. Such area shall be repaired to re-establish the intended condition and to the design lines and grades required by the contract. The areas shall be refertilized, re-seeded, and re-mulched prior to the new application of the mesh or netting.

6. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in accordance with this specification and the construction details are:

a. Protective Cover

- (1.) This item shall consist of the seedbed preparation and furnishing and applying seed, fertilizer, lime and mulch on the disturbed areas designated by the Engineer.
- (2.) Seeding rates, application dates, and purity and germination standards shall be in accordance with the following table:

SEEDING DATA TABLE

SEED	COMMON BERMUDA	TALL FESCUE	CRIMSON CLOVER	PENSACOLA BAHIAGRASS
Lbs./Acre	15	40	25	30
Planting Dates	Mar-May 1/ Sept-Oct 2/	Sept.- Oct.	Sept- Oct.	Mar-May Sep-Oct 3/ Mar-Jul 4/
Min.-Pure Seed	97%	98%	98%	95%
Min.-Germ- ination	85%	90%	85%	80%
Min.-Pure Live Seed	82%	88%	83%	76%
Max.-Weed Seed	1%	0.25%	0.50%	1%
Planting Depth	1/4"-1/2"	3/4'-1"	1/4"-1/2"	1/4"-1/2"
1/Hulled 2/Unhulled			3/Unscarified 4/Scarified	

- (3) Vegetation shall be applied after final dressing of all cut and fill slopes has been completed.
- (4) Should locality, climatic, ground and/or other conditions warrant, the Engineer may alter the planting dates or seed combinations shown to an earlier or later period for more favorable vegetative results.

- (5) All seedbeds shall be dressed to a reasonably smooth surface to remove trenches, rills, or washes that may have developed. The fertilizer and lime shall be applied and incorporated into the seedbed approximately 3 inches by discing or harrowing. The fertilizer applied shall be a commercial grade fertilizer designated as 13-13-13 or its equivalent. It shall be applied at a rate of 800 pounds of 13-13-13 per acre. Agricultural lime shall be applied at the rate of 2 tons per acre.
- (6) After the fertilizer has been applied and prior to planting, the seedbed shall be smoothed and scarified if necessary and the seeds shall be uniformly applied at the designated rate. Each seed species shall be uniformly applied in separate operations. After all seeding has been completed, a spike tooth harrow or other equipment shall be processed over the entire surface of the seedbed to cover the seed to the specified depth. A culti-packer or roller shall be run over the seedbed to firm the seedbed area immediately following the covering of the seed.
- (7) Mulch shall be applied on the same day that seeding is done. The vegetative material for mulch shall consist of wheat, oats or rice straw. Baled mulch material shall be broken apart in sufficiently small pieces to prevent it from going through the mulching machine in chunks. The mulch will be anchored into the soil with a mulch crimper. The mulch crimping equipment shall have straight, notched, dulled blades no more that 10 inches apart and shall be equipped with a scraper. The mulching material will be anchored 1 inch into the soil. Anchoring the mulch shall be performed along the contour of the ground surface. The Contractor shall control the amount of area seeded to allow the mulching to be completed in the same day. The mulch shall be applied evenly and uniformly over the areas at a rate of 1 ½ tons per acre.

CONSTRUCTION SURVEYS

CONSTRUCTION SURVEYS

1. SCOPE

The work shall consist of performing all surveys, measurements and computations required by this specification.

2. EQUIPMENT AND MATERIAL

Equipment for construction surveys shall be of a quality and condition to provide the required accuracy. The equipment shall be maintained in good working order and in proper adjustment at all times. Records of repairs, calibration tests, accuracy checks and adjustments shall be maintained and be available for inspection by the Engineer. Equipment shall be checked, tested, and adjusted as necessary in conformance with manufacturer's recommendations.

Material includes all the necessary field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and all other items necessary to perform the work specified.

3. QUALITY OF WORK

All work shall follow recognized professional practice and the standards of the industry unless otherwise specified in Section 9 of this specification. The work shall be performed to the accuracy and detail appropriate for the type of job. Notes, sketches, and other data shall be complete, recorded neatly, legible, reproducible and organized in a manner that facilitates ease in review and will allow reproduction of copies for job documentation. Survey equipment that requires little or no manual recording of field data shall have survey information documented as outlined in Section 9 of this specification.

All computations shall be mathematically correct and shall include information to identify the bid item, date, and who performed, checked and approved the computations. Computations shall be legible, complete and clearly document the source of all information used including assumptions and measurements collected.

If a computer program is used to perform the computations, the Contractor shall provide the Engineer with the software identification, vendor's name, version number, and other pertinent data, prior to beginning survey activities. Computer generated computations shall show all input data including values assigned and assumptions made.

The elevations of permanent and temporary bench marks shall be determined and recorded to the nearest 0.01 foot. Differential leveling and transit traverses shall be of such precision that the error of vertical closure in feet shall not exceed plus or minus 0.1 time the square root of the traverse distance in miles. Linear measurements shall be accurate to within 1.0 foot in 5000 feet, unless otherwise specified in Section 9 of this specifications. The angular error of closure for transit traverses shall not exceed 1.0 minute times the square root of the number of angles turned.

The minimum requirements for placing slope stakes shall be at 100 foot stations for tangents, as little as 25-feet for sharp curves, breaks in the original ground surface and at any other intermediate stations necessary to insure accurate location for construction layout measurement. Slope stakes and cross sections shall be perpendicular to the centerline. Significant breaks in grade shall be determined for cross sections. Distances shall be measured horizontally and recorded to the nearest 0.1 foot. Side shots for interim construction stakes may be taken with a hand level.

Unless otherwise specified in Section 9 of this specification, measurements for stationing and establishing the location of structures shall be made to the nearest 0.1 foot.

Elevations for concrete work, pipes and mechanical equipment shall be determined and recorded to the nearest 0.01 foot. Elevations for earth work shall be determined and recorded to the nearest 0.1 foot.

4. PRIMARY CONTROL

The baselines and bench marks for primary control, necessary to establish lines and grades needed for construction, are shown on the drawings and have been located on the job site.

These baselines and bench marks shall be used as the origin of all surveys, layouts and measurements to establish construction lines and grades. The Contractor shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes and/or control points lost or damaged by construction activity will be re-established by the Contractor or at Contractor expense.

5. CONSTRUCTION SURVEYS

Prior to commencement of work requiring contractor of work requiring contractor performed surveys, the Contractor shall submit in writing for Engineer's review: the name, qualifications and experience of the individual's to be assigned to the survey tasks.

- Method 1 - Contractor performed surveys shall include: (1) checking and any supplemental or interim staking, (2) performing quantity surveys, measurements and computations for progress payment. (3) other surveys as described in Section 9 of this specifications.
- Method 2 - Contractor performed surveys shall consist of all work necessary for: (1) establishing line and grade for all work, (2) setting slope stakes for all work, (3) checking and any supplemental or interim staking, (4) establishing final grade stakes, (5) performing quantity surveys, measurements and computations for progress payment and (6) other surveys as described in Section 9 of this specification.
- Method 3 - Contractor performed surveys shall consist of all work necessary for: (1) establishing line and grade for all work, (2) setting slope stakes for all work, (3) checking and any supplemental or interim staking, (4) establishing final grade stakes, (5) performing quantity surveys, measurements and computations for progress payments, (6) performing original (initial) and final surveys for determinations of final quantities, and (7) other surveys as described in Section 9 of this specification.

6. STAKING

Prior to the commencement of work on any item, the construction staking required for the item shall be completed. Construction staking shall be completed as follows, or as otherwise specified in Section 9 of this specifications:

- a. Clearing and Grubbing - The boundary of the area(s) to be cleared and grubbed shall be staked or flagged at a maximum interval of 200 feet, closer if needed, to clearly mark the limits of work. When Contractor staking is the basis for determining the area for final payment, all boundary stakes will be reviewed by the Engineer prior to start of this work item.
- b. Excavation and Fill - Slope stakes shall be place at at the intersection of the specified slopes and ground line. Slope stakes and the reference stakes for slopes shall be marked with the stationing, required cut or fill, slope ratio and horizontal distance from the centerline or other control line. The minimum requirements for placing slope stakes is outlined in Section 3. QUALITY OF WORK
- c. Structures - Centerline and offset reference line stakes for location, alignment and elevation shall be place for all structures.

7. RECORDS

All survey data shall be recorded in fully identified standard hand-bound engineering survey field notebooks with consecutively numbered pages. All field notes and printed data shall include the purpose or description of the work, the date the work was performed, weather data, sketches and the personnel who performed and checked the work. Electronically generated survey data and computations shall be bound, page numbered and cross referenced in a bound field notebook containing the index for all survey activities. All work shall follow recognized professional practice.

The construction survey records shall be available at all times during the progress of the work for examination and use by the Engineer and when requested, copies shall be made available. The original field notebooks and other records shall be provided to and become the property of the Owner prior to final payment and acceptance of all work.

Complete documentation of computations and supporting data for progress payments shall be submitted to the Engineer with each invoice for payment as specified in Section 9 of the specifications. When the Contractor is required to conduct initial and final surveys as outlined in Section 5, CONSTRUCTION SURVEYS, notes shall be provided as soon as possible after completion to the Engineer for the purpose of determining final payment quantities.

8. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with these specifications and the construction details are:

a. Construction Surveys

This item shall consist of performing all survey work specified herein on the site, except:

1. The original slope stakes shall be set by the Government.
2. As specified in Section 5, CONSTRUCTION SURVEYS, Method 1 will apply.
3. Surveys may be accomplished by an employee of the Contractor who has five (5) years surveying experience. Prior to the start of construction operations the Contractor shall furnish in writing to the contracting officer for approval the name and qualifications of the person or persons he/she proposes to use in conducting the surveys.

REMOVAL OF WATER

1. SCOPE

The work shall consist of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions, (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment, and (3) removing all such temporary works and equipment after their intended function is no longer required.

2. DIVERTING SURFACE WATER

The Contractor shall install, maintain, and operate all cofferdams, channels, flumes, sumps, and all other temporary diversion and protective works needed to divert stream flow and other surface water through or around the construction site. Control of surface water shall be continuous during the period that damage to construction work could occur. Unless otherwise specified and/or approved, the diversion outlet shall be into the same drainage-way that the water would have reached before being diverted.

The Contractor shall furnish the Engineer in writing a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required, unless waived in Section 8 of this specification. Acceptance of this plan, or the waiving of the plan requirement, will not relieve the Contractor of the responsibilities related to this activity during the process of completing the work as specified.

3. DEWATERING THE CONSTRUCTION SITE

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The Contractor shall furnish, install, operate and maintain all drains, sumps pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted.

The Contractor shall furnish the Engineer in writing, a proposed plan for dewatering before commencing with any construction activity that dewatering may be required, unless waived in Section 8 of this specification. Acceptance of this plan, or the waiving of the plan requirement, will not relieve the Contractor of responsibilities for completing the specified work.

4. DEWATERING BORROW AREAS

The Contractor shall maintain all borrow areas free of surface water and otherwise provide for timely and effective removal of surface and subsurface water that accumulates within the borrow area, unless waived in Section 8 of this specifications. Borrow material shall be processed as necessary to achieve proper and uniform moisture content at the time of placement.

If pumping to dewater borrow areas is included as a bid item of work in the bid schedule, each pump discharge pipe shall be equipped with a water meter. Meters shall be such that the measured quantity of water is accurate within three (3%) percent of the true quantity. The Contractor shall provide necessary support to perform accuracy tests of the water meters when requested by the Engineer.

5. EROSION AND POLLUTION CONTROL

Removal of water from the construction site, including the borrow areas, shall be accomplished in a manner that erosion and the transporting of sediment and other pollutants are minimized. Dewatering activities shall be accomplished in a manner that the water table water quality is not altered. Pollution control activities shall not conflict with the requirements of Construction Specification 5, POLLUTION CONTROL, if it is a part of this contract.

6. REMOVAL OF TEMPORARY WORKS

When temporary works are no longer needed, the Contractor shall remove and return the area to a similar condition that existed prior to construction. Areas where temporary works were located shall be graded for sightly appearance with no obstruction to natural surface water flows or the proper functioning and access to the works of improvements installed. The Contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediments and debris that was trapped during construction.

7. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. Removal of Water

1. This item shall consist of temporary dewatering of the construction site, during construction.
2. The requirement that the Contractor furnish in writing his plan for dewatering is waived.

EXCAVATION

1. SCOPE

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials.

2. CLASSIFICATION

Excavation will be classified as common excavation or rock excavation in accordance with the following definitions or will be designated as unclassified.

Common Excavation shall be defined as the excavation of all materials that can be excavated, transported, and unloaded by the use of heavy ripping equipment and wheel tractor-scrapers with pusher tractors or that can be excavated and dumped into place or loaded onto hauling equipment by means of excavators having a rated capacity of one cubic yard or larger and equipped with attachments (such as shovel, bucket, backhoe, dragline or clam shell) appropriate to the material type, character, and nature of the materials.

Rock Excavation shall be defined as the excavation of all hard, compacted or cemented materials that requires blasting or the use of ripping and excavating equipment larger than that defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than one (1) cubic yard encountered in materials otherwise conforming to the definition of common excavation shall be classified as rock excavation. The presence of isolated boulders or rock fragments larger than one (1) cubic yard will not in itself be sufficient cause to change the classification of the surrounding material.

For the purpose of these classifications, the following definitions shall apply:

Heavy Ripping Equipment shall be defined as a rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a track type tractor having a power rating of at least 250 fly wheel horsepower unless otherwise specified in Section 11.

Wheel Tractor-Scraper shall be defined as self-loading (not elevating) and unloading scraper having a struck bowl capacity of at least twelve (12) cubic yards.

Pusher Tractor shall be defined as a track type tractor having a power rating of at least 250 flywheel horsepower equipped with appropriate attachments.

3. UNCLASSIFIED EXCAVATION

Excavation designated as "Unclassified Excavation" shall include all materials encountered regardless of their nature or the manner in which they are removed. When excavation is unclassified, none of the definitions or classifications stated in Section 2, CLASSIFICATION, shall apply.

4. BLASTING

The transportation, handling, storage, and use of dynamite and other explosives shall be directed and supervised by person(s) of proven experience and ability who are authorized and qualified to conduct blasting operations.

Blasting shall be done in such a manner as to prevent damage to the work or unnecessary fracturing of the foundation and shall conform to any special requirements in Section 11 of this specification. When specified in Section 11, the Contractor shall furnish the Engineer in writing, a blasting plan prior to blasting operations.

5. USE OF EXCAVATED MATERIALS

Method 1 - To the extent they are needed, all suitable materials from the specified excavations shall be use in the construction of required permanent earthfill or rockfill. The suitability of materials for specific purposes will be determined by the Engineer. The Contractor shall not waste or otherwise dispose of suitable excavated materials.

Method 2 - Suitable materials from the specified excavations may be used in the construction of required earthfill or rockfill. The suitability of materials for specific purposes will be determined by the Engineer.

6. DISPOSAL OF WASTE MATERIALS

Method 1 - All surplus or unsuitable excavated materials will be designated as waste and shall be disposed of at the locations shown on the drawings.

Method 2 - All surplus or unsuitable excavated materials will be designated as waste and shall be disposed of by the Contractor at sites of his own choosing away from the site of the work in an environmental acceptable manner and that does not violate local rules and regulations.

7. EXCAVATION LIMITS

Excavations shall comply with OSHA Construction Industry Standards (29CFR Part 1926) Subpart P, Excavations, Trenching, and Shoring. All excavations shall be completed and maintained in a safe and stable condition throughout the total construction phase. Structure and trench excavations shall be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing or supports necessary for the installation of the work. Excavations outside of the lines and limits shown on the drawings or specified herein required to meet safety requirements shall be the responsibility of the Contractor in constructing and maintaining a safe and stable excavation.

8. BORROW EXCAVATION

When the quantities of suitable materials obtained from specified excavations are insufficient to construct the specified earthfills and earth backfills, additional materials shall be obtained from the designated borrow areas. The extent and depth of borrow pits within the limits of the designated borrow areas shall be as specified in Section 11 or as approved by the Engineer.

Borrow pits shall be excavated and finally dressed to blend with the existing topography and sloped to prevent ponding and to provide drainage.

9. OVER-EXCAVATION

Excavation in rock beyond the specified lines and grades shall be corrected by filling the resulting voids with portland cement concrete made of materials and mix proportions approved by the Engineer. Concrete that will be exposed to the atmosphere when construction is completed shall meet the requirements of concrete selected for use under Construction Specification 31, Concrete for Major Structures, or 32, Structure Concrete, as appropriate.

Concrete that will be permanently covered shall contain not less than five (5) bags of cement per cubic yard. The concrete shall be placed and cured as specified by the Engineer.

Excavation in earth beyond the specified lines and grades shall be corrected by filling the resulting voids with approved compacted earthfill, except that, if the earth is to become the subgrade for riprap, rockfill, sand or gravel bedding, or drainfill, the voids may be filled with materials conforming to the specifications for the riprap, rockfill, bedding or drainfill. Prior to correcting an over-excavation condition, the Contractor shall review the planned corrective action with the Engineer and obtain approval of the corrective measures.

10. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. Excavation, Common

1. This item shall consist of all the excavation required for the placement of the rock riprap, geotextile, pipe conduits, and inlets in accordance with the details shown on the drawings.
2. The subgrade for placement of the loose rock riprap and geotextiles shall be shaped and graded to the lines and grades as shown on the drawings.
3. Areas to be excavated shall be stripped to remove vegetative growth and other undesirable material. These stripping materials shall be stockpiled near the construction site for placement on the site after earthfills are completed. Care shall be exercised to prevent mixing of vegetative and other undesirable materials with the materials to be used to construct the earthfill.
4. Use of excavated material shall be by Method 1.
5. Disposal of waste material shall be by Method 2.

b. Excavation, Stripping

1. This item shall consist of all stripping of the foundation areas on which fill is to be placed that are not located within the limits of the specified excavations. It shall also include any materials excavated for borrow material.
2. The foundation areas on which earthfill is to be placed that is not located within the limits of the specified excavations shall have the foundation area stripped to an approximate depth of 6 inches to remove vegetative growth and other soft or undesirable materials. These materials shall be stockpiled near the worksite and placed on the finished surface of the constructed earthfill as determined by the Engineer.
3. Separate payment will not be made for stripping.

EARTHFILL

1. SCOPE

The work shall consist of the construction of earth embankments, other earthfills, and earth backfills required by the drawings and specifications.

Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.

Earth backfill is composed of natural earth materials placed and compacted in confined spaces or adjacent to structures (including pipes) by means of hand tamping, manually directed power tampers or vibrating plates, or equivalent.

2. MATERIALS

All fill materials shall be obtained from required excavations and designated or approved borrow areas. The selection, blending, routing and disposition of materials in the various fills shall be subject to approval by the Engineer.

Fill materials shall contain no frozen soil, sod, brush, roots or other perishable materials. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

The types of materials used in the various fills shall be as listed and described in the specifications and drawings.

3. FOUNDATION PREPARATION

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of two (2) inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface materials of the foundation shall be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of two inches in depth normal to the slope and shall be of such a moisture content that the earthfill can be compacted against them to produce a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose materials by hand or other effective means and shall be free of standing water when fill is placed upon them. Occasional rock outcrops in earth foundations for earthfill, except in dams and other structures designed to restrain the movement of water, shall not require special treatment if they do not interfere with compaction of the foundation and initial layers of the fill or the bond between the foundation and the fill.

Foundation and abutment surfaces shall be not steeper than one (1) horizontal to one (1) vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

4. PLACEMENT

Earthfill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the Engineer. Earthfill shall not be placed upon a frozen surface, nor shall snow, ice, or frozen materials be incorporated in the earthfill matrix.

Earthfill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed the maximum thickness specified in Section 10 or shown on the drawings. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

Hand compacted earth backfill shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of earth backfill compacted by manually directed power tampers.

Earth backfill shall be placed in a manner which will prevent damage to the structures and will allow the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

Earthfill and earth backfill in dams, levees and other structures designed to restrain the movement of water shall be placed so as to meet the following additional requirements.

- a. The distribution of materials throughout each zone shall be essentially uniform, and the earthfill shall be free from lenses, pockets, streaks or layers of materials differing substantially in texture, moisture content, or gradation from the surrounding material. Zone earthfills shall be constructed concurrently unless otherwise specified.
- b. If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified parallel to the axis of the fill to a depth of not less than two (2) inches before the next layer is placed.

- c. The top surfaces of embankments shall be maintained approximately level during construction, except that a crown or cross-slop of approximately two (2%) percent shall be maintained to ensure effective drainage, and except as otherwise specified for drainfill or sectional zones.
- d. Dam embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of stream flow during construction are specifically authorized in the contract.
- e. Embankments built at different levels as described under (c) or (d) above shall be constructed so that the slope of the bonding surfaces between embankment in place and embankment to be placed is not steeper than three (3) feet horizontal to one (1) foot vertical. The bonding surface of the embankment in place shall be stripped of all material not meeting the requirements of this specification, and shall be scarified, moistened and re-compacted when the new earthfill is placed against it. This is to insure a good bond with the new earthfill and obtain the specified moisture content and density at the contact of the in place and new earthfills.

5. CONTROL OF MOISTURE CONTENT

During placement and compaction of earthfill and earth backfill, the moisture content of the materials being placed shall be maintained within the specified range.

The application of water to the earthfill materials shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the materials after placement on the earthfill, if necessary. Uniform moisture distribution shall be obtained by disking.

Material that is too wet when deposited on the earthfill shall either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted earthfill or a foundation or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content prior to placement of the next layer of earthfill.

6. COMPACTION

Earthfill: Earthfill shall be compacted according to the following requirements for the class of compaction specified.

Class A Compaction: Each layer of earthfill shall be compacted as necessary to provide the density of the earthfill matrix not less than the minimum density specified in Section 10 or identified on the drawings. The earthfill

matrix is defined as the portion of the earthfill material finer than the maximum particle size used in the compaction test method specified.

Class B Compaction: Each layer of earthfill shall be compacted to a mass density not less than the minimum density specified.

Class C Compaction: Each layer of earthfill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified, or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

Earth Backfill: Earth backfill adjacent to structures shall be compacted to a density equivalent to that of the surrounding in-place earth materials or adjacent required earthfill or earth backfill. Compaction shall be accomplished by means of hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified, heavy equipment including backhoe mounted powertampers, or vibrating compactors and manually directed vibrating rollers, shall not be operated within two (2) feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within five (5) feet of any structure. Compaction by means of drop weights operating from a crane or hoist will not be permitted.

The passage of heavy equipment will not be allowed: (1) over cast-in-place conduits prior to 14-days after placement of the concrete; (2) over cradled or bedded pre-cast conduits prior to seven (7) days after placement of the concrete cradle or bedding; or (3) over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half ($\frac{1}{2}$) the clear span width of the structure or pipe or two (2) feet, whichever is greater, except as may be specified in Section 10.

Compacting of earth backfill adjacent to structures shall not be started until the concrete has attained the strength specified in Section 10 for this purpose. The strength will be determined by compression testing of test cylinders cast by the Contractor's quality control personnel for this purpose and cured at the work site in the manner specified in ASTM C 31 for determining when a structure may be put into service.

When the required strength of the concrete is not specified as described above, compaction of earth backfill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

<u>Structure</u>	<u>Time Interval</u>
Vertical or near-vertical walls with earth loading on one side only	14 days
Walls backfilled on both sides simultaneously	7 days
Conduits and spillway risers, cast-in-place (with inside forms in place)	7 days
Conduits and spillway risers, cast-in-place (inside forms removed)	14 days
Conduits, pre-cast, cradled	2 days
Conduits, pre-cast, bedded	1 days
Cantilever outlet bents (backfilled both sides simultaneously)	3 days

7. REWORKING OR REMOVAL AND REPLACEMENT OF DEFECTIVE EARTHFILL

Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of the moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment and earthfill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control and compaction.

8. TESTING

During the course of the work, the Engineer will perform such quality assurance tests as are required to identify materials; determine compaction characteristics; determine moisture content; and determine density of earthfill in-place. Tests performed by the Engineer will be used to verify that the earthfills conform to contract requirements of the specifications and not as a replacement for the Contractor's quality control program.

Densities of earthfill requiring Class A compaction will be determined in accordance with ASTM D 1556, D 2167, D 2922 or D 2937 except that the volume and moist weight of included rock particles larger than those used in the compaction test method specified for the type of fill will be determined and deducted from the volume and moist weight of the total sample prior to computation of density or if using the nuclear gauge, added to the specified density to bring it to the measure of equivalent composition for comparison. The density so computed will be used to determine the percent compaction of the earthfill matrix. Unless otherwise specified, moisture content will be determined by one of the following methods: ASTM D 2216, D 3017, D 2643, D 4944, or D 4959.

9. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. Earthfill

- (1) This item shall consist of placing and compacting all the earthfill required for the subgrade for the rock riprap, and other earthfill required in accordance with the details shown on the drawings.
- (2) Compaction shall be Class C. The maximum layer thickness before compaction shall be 6 inches. Compaction shall be accomplished by routing spreading and hauling equipment (Min or 7.0 pounds pressure per square inch) over the fill in such a manner that every point on the surface of each layer of fill will be traversed by not less than one tread track of the equipment or by other methods approved by the Engineer. The Contractor may submit alternate methods of obtaining equivalent compaction to the Engineer for approval. Adjacent to structures, fill shall be placed in a manner to prevent damage to the structure and to allow the structure to gradually and uniformly assume the backfill load.
- (3) The moisture content of the fill material shall be maintained above 15 percent unless otherwise required to: (a) prevent bulking or dilatence of the materials under the action of the hauling or compaction equipment, (b) prevent adherence of the fill material to the treads of the track of the equipment and (c) insure the crushing and blending of the soil clods and aggregations into a reasonably homogeneous mass. During placement and compaction of the fill material, water shall be added as necessary to maintain the moisture content above 15 percent. Excessively wet material will not be used in the fill until it has been dried by disking, scarifying, or other methods approved by the Engineer.

CONTRACTOR QUALITY CONTROL

1. SCOPE

The work shall consist of developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed.

2. EQUIPMENT AND MATERIALS

Equipment and materials used for quality control shall be of the quality and condition required to meet the test specifications cited in the contract. Testing equipment shall be properly adjusted and calibrated at the start of operations and the calibration maintained at the frequency specified. Records of equipment calibration tests shall be available to the Engineer at all times. Equipment shall be operated and maintained by qualified operators, as prescribed in the manufacturer's operating instructions, the references specified and as specified in Section 10 of this specification. All equipment and materials used in performing quality control testing shall be as prescribed by the test standards referenced in the contract or in Section 10.

All equipment and materials shall be handled and operated in a safe and proper manner and shall comply with all applicable regulations pertaining to their use, operation, handling, storage, and transportation.

3. QUALITY CONTROL SYSTEM

Method 1 The Contractor shall develop, implement and maintain a system of quality control to provide the specified material testing and verification of material quality prior to use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken and document the final results. The identification of the quality control personnel and their duties and authorities shall be submitted to the Contracting Officer in writing within 15 calendar days after notice of award.

Method 2 The Contractor shall develop, implement and maintain a system adequate to achieve the specified quality of all work performed, material incorporated and equipment furnished prior to use. The system established shall be documented in a written plan developed by the Contractor and approved by the Contracting Officer. The system activities shall include the material testing and inspection needed to verify the adequacy of completed work and procedures to be followed when corrective action is required. Daily records to substantiate the conduct of the system shall be maintained by the Contractor. The quality control plan shall cover all aspects of quality control

and shall address, as minimum, all specified testing and inspection requirements. The plan provided shall be consistent with the planned performance in the Contractor's approved construction schedule. The plan shall identify the Contractor's on-site quality control manager and provide an organizational listing of all quality control personnel and their specific duties. The written plan shall be submitted to the Contracting Officer within 15 calendar days after notice of award. The Contractor shall not proceed with any construction activity which requires inspection until the written plan is approved by the Engineer.

All Methods - The quality control systems shall include, but not be limited to, a rigorous examination of construction materials, processes and operation, including testing of materials and examination of manufacturer's certifications as required, to verify that work meets contract requirements and is performed in a competent manner.

4. QUALITY CONTROL PERSONNEL

Method 1 Quality control activities shall be accomplished by competent personnel. A competent person is: one who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authority to take prompt action to remove, replace, or correct such work or products not in compliance. Off-site testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Engineer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

Method 2 Quality control activities shall be accomplished by competent personnel who are separate and apart from line supervision and who report directly to management. A competent person is: one who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authorization to take prompt action to remove, replace, or correct such work or products not in compliance. Off-site testing laboratories shall be certified or inspected by a nationally recognized entity.

The Contractor shall submit to the Engineer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

5. POST-AWARD CONFERENCE

The Contractor shall meet with the Engineer prior to the beginning of any work and discuss the Contractor's quality control system. The Contracting Officer and the Contractor shall develop a mutual understanding regarding the quality control system.

6. RECORDS

The Contractor's quality control records shall document both acceptable and deficient features of the work and corrective actions taken. All records shall be: on forms approved by the Engineer; legible; and dated and signed by the competent person creating the record.

Unless otherwise specified in Section 10 of this specification, records shall include:

- a. Documentation of shop drawings including date submitted to and date approved by the Contracting Officer, results of examinations, any need for changes or modifications, manufacturer's recommendations and certifications, if any, and signature of the authorized examiner.
- b. Documentation of material delivered including quantity, storage location, and results of quality control examinations and tests.
- c. Type, number, date, time and name of individual performing of quality control activities.
- d. The material or item inspected and tested, the location and extent of such material or item, and a description of conditions observed and test results obtained during the quality control activity.
- e. The determination that the material or item met the contract provisions and documentation that the Engineer was notified.
- f. For, deficient work the nature of the defects, specifications not met, etc., corrective action taken and results of quality control activities on the corrected material or item.

7. REPORTING RESULTS

The results of Contractor quality control inspections and tests shall be communicated to the Engineer immediately upon completion of the inspection or test. Unless otherwise specified in Section 10, the original plus one copy of all records, inspections, tests performed and material testing reports shall be submitted to the Engineer within one working day of completion. The original plus one copy of documentation of materials delivered shall be submitted to the Engineer prior to the use of the material.

8. ACCESS

The Engineer shall be given free access to all testing equipment, facilities, sites and related records for the duration of the contract..

9. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specifications and the construction details are:

a. Quality Control

- (1) This item shall consist of providing a quality control system in accordance with the method specified below.
- (2) As specified in Section 3, QUALITY CONTROL SYSTEM, Method 1 shall apply.

Prior to installation of any material, except earthfill, the quality control personnel shall determine that the quality meets the requirements of the specifications and furnish a letter to that effect to the Engineer. The statement shall include the basis on which the determination was made, together with any supporting data. The quality of earthfill shall be continuously monitored as it is placed.

Daily inspections shall be made of each construction operation to determine that it is in accordance with the plans and specifications.

- (3) As specified in Section 4, QUALITY CONTROL PERSONNEL, Method 1 shall apply.

GEOTEXTILE

1. SCOPE

This work shall consist of furnishing all materials, equipment, and labor necessary for the installation of geotextiles.

2. QUALITY

Geotextiles shall conform to the requirements of Material Specifications 592 and this specification.

3. STORAGE

Prior to use, the geotextile shall be stored in a clean dry location, out of direct sunlight, not subject to extremes of either hot or cold temperatures, and with the manufacturer's protective cover undisturbed. Receiving, storage, and handling at the job site shall be in accordance with the requirements list in ASTM D 4873.

4. SURFACE PREPARATION

The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. The surface shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions and standing or flowing water (unless otherwise specified in Section 7 of this specification).

5. PLACEMENT

Prior to placement of the geotextile, the soils surface will be reviewed for quality assurance of the design and construction. The geotextile shall be placed on the approve prepared surface at the locations and in accordance with the details shown on the drawings and specified in Section 7 of this specification. The geotextile shall be unrolled along the placement area and loosely laid, without stretching, in such a manner that it will conform to the surface irregularities when material or gabions are placed on or against it. The geotextile may be folded and overlapped to permit proper placement in designated area(s).

Method 1 The geotextile shall be joined by machine sewing using thread material meeting the chemical requirements for the geotextile fibers or yarn. The sewn overlap shall be six (6) inches and the sewing shall consist of two (2) parallels stitched rows at a spacing of approximately one (1) inch and shall not cross (except for any required re-stitching). The stitching shall be a lock-type stitch. Each row of stitching shall be located a minimum of two (2) inches from the geotextile edge. The seam type and sewing machine to be

used shall produce a seam strength, in the specified geotextile, that provides a minimum of 90-percent of the tensile strength in the weakest principal direction of the geotextile being used, when tested in accordance with ASTM D 4884. The seams may be factory or field sewn.

The geotextile shall be temporarily secured during placement of overlying materials to prevent slippage, folding, wrinkling or other displacement of the geotextile. Unless otherwise specified, methods of securing shall not cause punctures, tears, or other openings to be formed in the geotextile.

Method 2 The geotextile shall be joined by overlapping a minimum of 18 inches (unless otherwise specified), and secured against the underlying foundations material. Securing pins, approved and provided by the geotextile manufacturer, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a “U”, “L”, or “T” shape or contain “ears” to prevent total penetration through the geotextile. Steel washers shall be provided on all but the “U” shaped pins. The upstream or up-slope geotextile shall overlap the abutting down-slope geotextile. At vertical laps, securing pins shall be inserted through the bottom layers along a line through approximately the mid-point of the overlap. At horizontal laps and across slope labs, securing shall be inserted through the bottom layer only. Securing pines shall be placed along a line approximately two (2) inches in from the edge of the placed geotextile at intervals not to exceed 12 feet unless otherwise specified. Additional pins shall be installed as necessary and where appropriate, to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to remain in-place unless otherwise specified.

Should the geotextile be torn or punctured, or the overlaps or sewn joint disturbed, as evidenced by visible geotextile damage, subgrade, intrusion, or grade distortion, the backfill around the damaged or displaced area shall e removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used and overlaying the existing geotextile. When the geotextile seams are required to be sewn, the overlay patch shall extend a minimum of one (1) foot beyond the edge of any damaged area and joined by sewing as required for the original

geotextile except that the sewing shall be a minimum of six (6) inches from the edge of the damaged geotextile. Geotextile panels joined by overlap shall have the patch extend a minimum of two (2) feet from the edge of any damaged area.

Geotextile shall be placed in accordance with the following applicable specification according to the use indicated in Section 7:

- a. Slope Protection: The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case shall material be dropped on uncovered geotextile from a height greater than three (3) feet.
- b. Subsurface Drains: The geotextile shall not be placed until drainfill or other material can be used to provide cover within the same working day. Drainfill material shall be placed in a manner that prevents damage to the geotextile. In no case shall material be dropped on uncovered geotextile from a height greater than five (5) feet.
- c. Road Stabilization: The geotextile shall be unrolled in a direction parallel to roadway centerline in a loose manner permitting conformation to the surface irregularities when the roadway fill material is placed on its surface. In no case shall material be dropped on uncovered geotextile from a height greater than five (5) feet. Unless otherwise specified, the minimum overlap of geotextile panels joined without sewing shall be 24 inches. The geotextile may be temporarily secured with pins recommended or provided by the manufacturer, but they shall be removed prior to placement of the permanent covering material.

6. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. Geotextile

- (1) This item shall consist of furnishing and placing the geotextile as shown on the drawings for the site.
- (2) Material shall be nonwoven, Class I geotextile in accordance with Material Specification 592. Test data from the identified production run of the geotextile furnished shall be required for each of the specified tests shown in Table 2 "Requirements for Nonwoven Geotextile by Use" of Material Specification 592.
- (3) The geotextile shall be anchored in accordance with the details shown on the drawings.
- (4) The geotextile shall be placed transversely across the channel section with a minimum 18" overlap between adjacent panels. The lapped portion of the upstream panel shall be placed on top of the downstream panel. Immediately prior to the placement of rock, the placement of the geotextile shall be approved by the Engineer.
- (5) The minimum roll width for the geotextile shall be at least 12 feet.
- (6) Placement of the rock riprap on the geotextile shall be accomplished by equipment capable of controlling the drop of the rock riprap. The maximum drop of the rock shall be 3 feet. Pushing or rolling the rocks over the geotextile will not be allowed.

MATERIAL SPECIFICATIONS
592. GEOTEXTILE

1. SCOPE

This specification covers the quality of geotextiles.

2. GENERAL REQUIREMENTS

Fibers (threads and yarns) used in the manufacture of geotextile shall consist of synthetic polymers composed of a minimum of 85 percent by weight polypropylenes, polyolefins, or polyvinylidene-chlorides. They shall be formed into a stable network of filaments or yarns retaining dimensional stability relative to each other. The geotextile shall be free of defects and conform to the physical requirements contained in Table 1 and 2. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet light.

Thread used for factory or field sewing shall be of contrasting color to the fabric and made of high strength polypropylene, polyester, or polyamide thread. Thread shall be as resistant to ultraviolet light as the geotextile being sewn.

3. CLASSIFICATION

Geotextiles shall be classified based on the method used to place the threads or yarns forming the fabric. The geotextile will be grouped into the types described below:

- a. Woven: Fabrics formed by the uniform and regular interweaving of the threads or yarns in two directions.

Woven Fabrics shall be manufactured from monofilament yarn formed into a uniform pattern with distinct and measurable openings, retaining their position relative to each other. The edges of fabric shall be selvaged or otherwise finished to prevent the outer yarn from unraveling.

- b. Non-Woven: Fabrics formed by a random placement of threads in a mat and bonded by heat-bonding, resin-bonding, or needle punching.

Non-woven fabrics shall be manufactured from individual fibers formed into a random pattern with distinct but variable small opening, retaining their position relative to each other when bonded by needle punching, heat or resin bonding. The use of non-wovens, other than

the needle punched geotextile , is somewhat restricted (see Note 3 of Table 2).

4. SAMPLING AND TESTING

The geotextile shall meet the specified requirements (Table 1 or 2) for the product style shown on the label. Product properties as listed in the latest edition of the “Specifiers Guide”, Geotechnical Fabrics Report, Address: Industrial Fabrics Association International, 1801 County Road BW, Roseville, MN 55113-4061; and that represents minimum average roll values, will be acceptable documentation that the product style meets the requirements of these specifications.

For products that do not appear in the above directory, or do not have minimum average roll values listed, typical test data from the identified production run of the geotextile will be required for each of the specified test (Table 1 or 2) as covered under clause AGAR 452.236-76.

5. SHIPPING AND STORAGE

The geotextile shall be shipped/transported in rolls wrapped with a cover for protection from moisture, dust, dirt, debris, and ultraviolet light. The cover shall be maintained undisturbed to the maximum extend possible prior to placement.

Each roll of geotextile shall be labeled or tagged to clearly identify the brand, Class and the individual production run in accordance with ASTM D 4873.

TABLE I - REQUIREMENTS FOR WOVEN GEOTEXTILES

<u>Property</u>	<u>Test Method</u>	<u>Class I</u>	<u>Class II & III</u>	<u>Class IV</u>
Tensile Strength (Pounds) 1/	ASTM D 4632 Grab Test	200 minimum in any principal direction	120 minimum in any principal direction	180 minimum in any principal direction
Bursting Strength (Psi)1/	ASTM D 3786 Diaphragm Tester	400 minimum	300 minimum	n/a
Elongation at Failure (percent) 1/	ASTM D 4632 Grab Test	<50	<50	<50
Puncture (pounds) 1/	ASTM D 4833	90 minimum	60 minimum	60 minimum
Ultraviolet Light (percent residual tensile strength)	ASTM D 4355 150-hours exposure	70 minimum	70 minimum	70 minimum
Apparent Opening Size (AOS)	ASTM D 4751	As specified or a minimum # 100 2/	As specified or a minimum #100 2/	As specified or minimum # 100 2/
Percent Open Area (Percent)	CWO-02215-86	4.0 minimum	4.0 minimum	1.0 minimum
Permitivity sec ¹	ASTM D 4491	0.10 minimum	0.10 minimum	0.10 minimum

Minimum average roll value (weakest principal direction)

U.S. Standard Sieve Size.

NOTE: CWO is a USACE reference

TABLE II - REQUIREMENTS FOR NON-WOVEN GEOTEXTILES

<u>Property</u>	<u>Test Method</u>	<u>Class I</u>	<u>Class II &</u>	<u>Class III</u>	<u>Class IV</u>
Tensile Strength (Pounds) 1/	ASTM D 4632 Grab Test	180 minimum	120 min	90 min	115 minimum
Bursting Strength (Psi)1/	ASTM D 3786 Diaphragm Tester	320 minimum	210 min	180 min	n/a
Elongation at Failure (percent) 1/	ASTM D 4632	<50	<50	<50	<50
Puncture (pounds) 1/	ASTM D 4833	80 minimum	60 min	40 min	60 minimum
Ultraviolet Light (percent residual tensile strength)	ASTM D 4355 150-hours exposure exposure	70 minimum	70 min	70 min	70 minimum
Apparent Opening Size (AOS)	ASTM D 4751	As specified max # 40 2/	As specified max #40 2/	As specified max.# 40 2/	As specified max #40 2/
Permittivity sec ¹	ASTM D 4491	0.70 minimum	0.70 minimum	0.70 minimum	0.70 minimum

1/ Minimum average roll value (weakest principal direction)

2/ U.S. Standard Sieve Size.

3/ Heat-bonded or resin-bonded geotextile may be used for Class III and IV. They are particularly well suited for Class IV. Needle-punched geotextiles are required for all other classes.

ROCK RIPRAP

1. SCOPE

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

2. MATERIALS

Rock riprap shall conform to the requirements of Material Specifications 523 or, if so specified shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines and other materials not meeting the required gradation limits.

At least thirty (30) days prior to delivery of rock from other than designated sources, the Contractor shall designate in writing the source from which rock materials will be obtained and provide information satisfactory to the Engineer that the material meets contract requirements. The Contractor shall provide the Engineer free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in Section 8.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

When specified in Section 8 or, when requested by the Contracting Officer, a gradation quality control clerk shall be made by the Contractor and subject to inspection by the Engineer. The test shall be performed at the work site, in accordance to ASTM D 5519 Test Method B Size, Size Range Grading, on a test pile of representative rock. The weight or size of the test pile shall be large enough to ensure a representative gradation of rock from the source and to provide test results within a five (5%) percent accuracy.

Based on a specific gravity of 2.65 (typical of limestone and dolomite), and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

<u>Sieve Size of Rock</u>	<u>Approximate Weight of Rock</u>	<u>Weight of Test Pile</u>
16 inches	300 pounds	6000 pounds
11 inches	100 pounds	2000 pounds
6 inches	15 pounds	300 pounds

The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

Filter or bedding aggregates when required, shall conform to Material Specifications 521, unless otherwise specified. Geotextiles shall conform to Material Specification 592.

3. SUBGRADE PREPARATION

The subgrade surfaces on which the rock riprap, filter, bedding or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved materials and shall conform to the requirements of the specified class of earthfill.

Rick riprap, filter, bedding or geotextile shall not be placed until the foundation preparation is completed and the subgrade surfaces have ben inspected and approved.

4. EQUIPMENT - PLACED ROCK RIPRAP

The rock riprap shall be placed by equipment on the surfaces and to the depths specified. The rock riprap shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying materials. The rock for riprap shall be delivered and placed in a manner that will ensure that the riprap in-place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing will be required as necessary to prevent damage to any new and existing structures.

5. HAND-PLACED ROCK RIRRAP

The rock riprap shall be placed by hand on the surfaces and to the depths specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock.

Flat slab rock shall be laid on its vertical edge; except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

6. FILTER OR BEDDING

When the contract specifies filter, bedding or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate will not be required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

7. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specifications and the construction details are:

a. Rock Riprap

- (1) This item shall consist of furnishing and installing the rock riprap shown on the drawings for the site.
- (2) Rock riprap shall be rock Type 1 in accordance with Material Specification 523.
- (3) Riprap may be equipment placed. Some hand placement may be required to provide a dense uniform layer. Dumping of the riprap onto the placement surface will not be allowed. Orange peel buckets, gradealls or other similar approved equipment shall be used in placement of the rock riprap and this equipment shall be operated so that the maximum drop of the rock onto the placement area is held to 3 feet. Drag type buckets will not be allowed in placement of rock riprap. Equipment shall not be allowed to operate on the surface of placed rock riprap.
- (4) The gradation of the rock riprap shall be as specified on the drawings.
- (5) A list of rock riprap suppliers that have produced stone meeting the requirements of these specifications is attached. Stone produced by these suppliers will be considered as meeting the quality requirements of Material Specification 523; however, the right is reserved to reject material from certain localized areas, zones, stratas, or channels when such materials are determined to be unacceptable by the Engineer. If the Contractor proposes to furnish stone from sources not included on the attached list, he shall notify the Engineer in writing of the proposed source. The Engineer will make a determination as to acceptance of this source and if test data is not available from the proposed source, testing shall be performed as required in Material

Specification 523. Test data of the gradation of the rock riprap will be required from all suppliers.

- (6) When rock is delivered from the quarry by trucks, weight tickets shall be obtained from a Mississippi State Board of Weights and Measures certified scale. When rock is delivered from the quarry by rail, or when the rock is delivered to a nearby railhead by truck from the quarry, measurement of weight shall be based on rail weights performed on a state certified scale in the state of origin of the rock. No unloading of rail cars shall be permitted until certified weights are furnished to the Contracting Officer's Representative. The rock shall be loaded from the rail cars to the hauling equipment and promptly delivered to the job site. Stockpiling of rock will not be allowed at the railroad siding.
- (7) There is not storage area within the work limits of the site. Rock riprap shall be delivered to the site as it is placed or stored in a rock box. Rock riprap shall not be temporarily stored or dumped onto the ground surface. The rock riprap shall be contained in a manner so as to prevent spillage of rock throughout the Contractor's operations.
- (8) A random spot check of rock riprap weight tickets may be made. The Contractor shall furnish the Engineer a spot check weight ticket measured to the nearest 0.1 ton from Mississippi State Bureau of Weights and Measures certified scale. The scale shall be nearest or most convenient to the construction site and the Engineer shall be present during the weighing for the spot check. Variation of the weights shown on the delivery tickets from that of the spot check weights in excess of 1.0 percent shall have adjustments made up or down in all delivery tickets from the previous spot check.
- (9) All rocks and spalls greater than 3 inches in diameter which have become buried shall be removed. Cleanup operations shall be performed in a timely manner to prevent burial of rock.

ROCK RIPRAP SUPPLIERS

<u>Lat./Long.</u>	<u>Quarry</u>	<u>Producer or Distributor</u>	<u>Lat./Long.</u>	<u>Quarry</u>	<u>Producer or Distributor</u>
34/88	Alisboro Quarry Allsboro, AL	Hoover, Inc. P.O. Box 17000 LaVergne, TN 37086 615-793-2600	37/88	Gilbertsville Quarry Lake City, KY	VULCAN Materials Co. Reed/BRT Operatons P.O. Box 250 Grand Rivers, KY 42045 270-362-4265
		Hoover, Inc. P.O. Box 613 Euka, MS 38852 205-360-2400	37/88	Three Rivers Quarry Smithland, KY	Martin Marletta Aggregates 830 Three Rivers Quarry Road Smithland, KY 42081 270-928-2141
34/87	Cherokee Quarry Cherokee, AL	Vulcan Materials P.O. Box 459 Cherokee, AL 35616 256-359-6404	37/87	Cedar Bluff Quarry Princeton, KY	Hanson Aggregates 10235 Hopkinsville Road Princeton, KY 42445 270-365-6881
34/87	Pride Quarry Tuscumbia, AL	SRM, Inc. 18055 Hwy 72 West Tuscumbia, AL 35674 256-381-0012	38/90	Quarry 5 miles North Of St. Genevieve, MO	Tower Rock Stone Co. P. O. Box 50 Columbia, IL 62236 618-281-4106
34/92	Granite Mountain Quarry #1 Sweet Home, AR	McGeorge Corp. P. O. Box 138 Sweet Home, AR 72164 501-490-1535			Tower Rock Stone Co. St. Genevieve, MO 314-883-7415

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34/91	Big Rock, Ark. Verkler Quarry	Vulcan Materials P.O box 276 Black Rock, AR 72415 870-878-6245	37/89	Gray's Port Quarry	Tower Rock Stone Co. P.O. Box 50 Columbia, IL 62236 618-281-4106
34/93	River Mountain Quarry Delaware, Ark.	Pine Bluff Sand & Gravel P.O. Bo 7008 Pine Bluff, AR 71611-7008 870-850-2300 800-850-2300			Tower Rock Stone Co. P.O. Box 4248 Scott City, MO 63780 314-264-3800
34/93	River Mountain Quarry Delaware, Ark	Pine Bluff Sand & Gravel P.O. Box 7008 Pine Bluff, AR 71611-7008 870-534-7120 800-850-2300	37/90	Old Menefee Quarry Bloomsdale, MO	Brickeys Stone, LLC 13588 Brickeys Road Bloomsdale, MO 63627 573-483-3475
34/94	Hatton Quarry Hatton, Ark	Meridian Aggregates Co. 323 Polk 15 Cove, Arkansas 71953 870-385-2301	34/92	Big Rock Quarry Little Rock, AR	Carder/Souter, Inc. P.O. Box 876 Conway, AR 72032 501-254-0137
36/91	Valley Stone Quarry Black Rock, AR	Meridian Aggregates, Inc. P.O Box 260 Black Road, AR 72415 501-878-6201			

CONSTRUCTION SPECIFICATION 410 – CONCRETE GROUT

1. SCOPE

The work shall consist of furnishing, transporting, and placing concrete grout.

2. MATERIALS

Portland cement shall conform to the requirements of Material Specification 531 for the specified type.

Pozzolan. Unless otherwise specified in Section 10 of this specification, pozzolans conforming to Specification ASTM C-618 class C or F in amounts not to exceed 20 percent, based on absolute volume, may be substituted for an equivalent amount of portland cement in the grout mixture.

Aggregates shall conform to the requirements of Material Specification 522. The grading for coarse aggregate shall be as specified in the construction details.

Water shall be clean and free from injurious amounts of oils, acid, alkali, organic matter or other deleterious substances.

Air-entraining admixtures shall conform to the requirements of Material Specification 532.

Curing compound shall conform to the requirements of Material Specification 534.

Other admixtures, when required, shall be as specified in the construction details.

3. DESIGN OF THE GROUT MIX

The mix proportions for the grout mix shall be as specified in the construction details. During the course of the work the Contracting Officer's Representative may require adjustment of the mix proportions. After the mix has been designated, it shall not be changed without the approval of the Contracting Officer's Representative.

4. HANDLING THE MEASUREMENT OF MATERIAL

Materials shall be stockpiled and batched by methods that will prevent segregation or contamination of aggregates and insure accurate proportioning of the ingredients of the mix.

Except as otherwise specified in Section 10, cement and aggregates shall be measured as follows:

Cement shall be measured by weight or in bags of 94 pounds each. When cement is measured in bags, no fraction of a bag shall be used unless weighed.

Aggregates shall be measured by weight. Mix proportion shall be based on saturated, surface-dry weights. The batch weight of each aggregate shall be the saturated, surface-dry weight plus the weight of surface moisture it contains.

Water shall be measured, by volume or by weight, to an accuracy within one percent of the total quantity of water required for the batch. The total quantity of water shall include the surface moisture on the aggregates.

Admixtures shall be measured within a limit of accuracy of ± 3 percent.

5. MIXERS AND MIXING

The mixer, when loaded to capacity, shall be capable of combining the ingredients of the grout mix into a thoroughly mixed and uniform mass and of discharging it with a satisfactory degree of uniformity.

Mixer shall be operated within the limits of the manufacturer's guaranteed capacity and speed of rotation.

The time of mixing after all cement and aggregates are in the mixer drum shall be not less than one minute for mixers having a capacity of one cubic yard or less. For mixers of larger capacities, the minimum time shall be increased fifteen seconds for each cubic yard or fraction thereof of additional capacity. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregate, and all mixing water shall be introduced into the drum before one-fourth of the mixing time has elapsed.

When ready-mixed grout mix is furnished, the Contractor shall furnish to the Contracting Officer's Representative a delivery ticket showing the time of loading and the quantities of materials used for each load of grout mix.

No mixing water in excess of the amount called for by the job mix shall be added to the grout mix during mixing or hauling or after arrival at the delivery point except as directed by the Contracting Officer's Representative.

6. CONVEYING AND PLACING

The grout mix shall be delivered to the site and placed within 1-1/2 hours after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, the time between the introduction of the cement to the aggregates and discharge shall not exceed 45 minutes. The Contracting Officer's Representative may allow a longer time, provided the setting time of the concrete is increased a corresponding amount by the addition of an approved set-retarding admixture. In any case, concrete shall be conveyed from the mixer to the final placement as rapidly as practicable by methods that will prevent segregation of the aggregates or loss of mortar.

The grout mix shall be placed within seven days of placement of the rock riprap or cellular blocks.

Grout mix shall not be dropped more than 5 feet vertically unless suitable equipment is used to prevent segregation.

The grout mix shall not be placed until the rock riprap or cellular blocks have been inspected and approved by the Contracting Officer's Representative.

If the voids of the rock riprap or cellular blocks to be grouted have been filled with sediment prior to placing the grout, they shall be flushed with water. The rock or blocks shall be kept moist just ahead of the actual placing, but the grout shall not be placed in standing or flowing water. Grout placed on inverts or other nearly level areas may be placed in one course. On slopes, the grout shall be placed in two (2) courses in successive lateral strips approximately ten (10) feet in width starting at the toe of the slope and progressing to the top. The grout shall be delivered to the place of final deposit by approved means and discharged directly on the surface of the rock or blocks, using a splash plate of metal or wood to prevent displacement of the rock or blocks directly under the discharge. The flow of grout shall be directed with brooms, spades or baffles to prevent it from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be done to loosen tight pockets of rock and otherwise aid the penetration of grout so that all voids shall be filled. All brooming on slopes shall be uphill and after the grout has stiffened, the entire surface shall be rebroomed to eliminate runs and to fill voids caused by sloughing.

After completion of any strip or panel, no workman or other load shall be permitted on the grouted surface for a period of twenty-four (24) hours. The grouted surface shall be protected from injurious action by the sun, rain, flowing water and mechanical injury.

7. CURING AND PROTECTION

The surface of treated materials shall be prevented from drying for a curing period of at least 7 days after it is placed. Exposed surfaces shall be kept continuously moist for the entire period, or until curing compound is applied as specified below. Moisture shall be maintained by sprinkling, flooding or fog spraying or by covering with continuously moistened canvas, cloth mats, straw, sand or other approved material. Water or covering shall be applied in such a way that the concrete surface is not eroded or otherwise damaged.

The grouted area may be coated with an approved curing compound in lieu of continued application of moisture. The compound shall be sprayed on the moist concrete surfaces as soon as free water has disappeared, but shall not be applied to any surface until finishing of that surface is completed. The compound shall be applied at a uniform rate of not less than one gallon per 150 square feet of surface and shall form a continuous adherent membrane over the entire surface. Curing compound shall not be applied to surfaces requiring bond to subsequently placed concrete. If the membrane is damaged during the curing period, the damaged area shall be resprayed at the rate of application specified above.

Grout mix shall not be placed when the daily minimum temperature is less than 40°F unless facilities are provided to insure that the temperature of the materials is maintained at not less than 50°F nor more than 90°F during placement and the curing period. Grout mix shall not be placed on frozen surfaces. When freezing conditions prevail, the area to be grouted must be covered and heated to a range of 50°F to 90°F for at least 24 hours prior to placing treatment materials.

8. INSPECTING AND TESTING FRESH GROUT

Sampling of fresh grout will be done by the methods prescribed in ASTM C 172. The yield of the design mix will be determined by the methods prescribed in ASTM C 138.

The Contracting Officer's Representative shall have free entry to all parts of the Contractor's plant and equipment which concern mixing and placing the grout while work on the contract is being performed. Proper facilities shall be provided for the Contracting Officer's Representative to inspect materials and processes used in mixing and placing the grout as well as for securing samples of the grout mix. All tests and inspections shall be so conducted as not to interfere unnecessarily with the mixing and placing of the grout.

When ready-mixed grout is furnished, the Contractor shall furnish to the Contracting Officer's Representative a statement-of-delivery ticket for each batch delivered to the job site. The ticket shall show the total weights in pounds of cement, water, and fine and coarse aggregates, amount of air-entraining agent and admixture, time of loading, and the revolution counter reading at the time of batching.

9. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the volume of grout will be determined from the calculated batch volume and the number of mixed batches delivered to the site and acceptably placed in the work. Payment will be made at the contract unit price. Such payment will be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to the completion of the work.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 10 of this specification.

CS 410. CONCRETE GROUT FOR ROCK RIPRAP, Cont'd.

10. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. Bid Item, Concrete Grout

- (1) This item shall consist of furnishing and placing the concrete grout within the portion of the rock riprap shown to be grouted.
- (2) The gradation of the coarse aggregates shall meet the requirements for Size No. 8 in ASTM C-33.
- (3) Aggregates may be used from pits that have been approved by the Mississippi Department of Transportation for use in Portland Cement Concrete. A list of names of Mississippi Department of Transportation approved pits is on file in the office of the Engineer. Material certification of the quality of aggregates will not be required if obtained from Mississippi Department of Transportation approved pits.
- (4) Cement shall be Type 1.
- (5) The concrete grout design mix shall be as follows:

Cement.....	564	Lb.
Fine Aggregate.....	1616	Lb.
Coarse Aggregate.....	1248	Lb.
Water.....	48	Gal.

The volume of grout produced by this mix will be considered as yielding 1.0 cubic yards, unless yield tests are performed by the Contractor or Engineer in accordance with Section 8 of this specification, in which case the batch weights will be adjusted to produce 1.0 cubic yard by multiplying each batch weight by the ratio of the intended yield to the actual yield (i.e., Cement = $564(27/27.34) = 557$ lbs.).

As directed by the Engineer, additional water shall be added at the job site to provide a flowable mix.

- (6) Type A water reducing admixture meeting the requirements of Material Specification 533 shall be added to the job mix to improve workability. Adjustment of the water content in the design mix shall be made in accordance with the recommendations of the manufacturer of the admixture.

VEGETATED FILTER POINT FABRIC

PART 1: GENERAL

1.01 Scope of Work

The work shall consist of furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of the fabric formed concrete erosion control lining systems in accordance with the lines, grades, design, and dimensions shown on the Contract Drawings and as specified herein. If the contractor is inexperienced, then the fabric formed concrete manufacturer's representative can provide (at a cost) on-site technical assistance at the beginning of the installation for a length of time the contractor is sufficiently experienced to complete the remaining installation.

1.02 Description

The work shall consist of installing an unreinforced concrete lining by positioning specially woven, double-layer synthetic forms on the surface to be protected and filling them with a pumpable fine aggregate concrete (structural grout) in such a manner as to form a stable lining of required thickness, weight and configuration.

1.03 Referenced Documents

A. American Society for Testing and Materials (ASTM)

1. ASTM D 5261	Test Method for Measuring Mass per Unit Area of Geotextiles
2. ASTM D 5199	Test Method for Measuring Nominal Thickness of Geotextiles and Geomembranes
3. ASTM D 4595	Test Method for Tensile Properties of Geotextiles by the Wide Width Strip Method
4. ASTM D 4632	Test Method for Breaking Load and Elongation of Geotextiles (Grab Method)
5. ASTM D 4533	Standard Test Method for Trapezoidal Tearing Strength of Geotextiles
6. ASTM D 4751	Test Method for Determining Apparent Opening Size for a Geotextile
7. ASTM D 4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
8. ASTM D 4759	Practice for Determining the Specification Conformance of Geotextiles
9. ASTM D 4354	Practice for Sampling of Geotextiles for Testing
10. ASTM D 4884	Test Method for seam Strength of Sewn Geotextiles
11. ASTM D 4873	Standard Guide for Identification, Storage, and Handling of Geotextiles
12. ASTM D 6449	Standard Method for Flow of Fine Aggregate Concrete for Fabric Formed Concrete
13. ASTM C 31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
14. ASTM C 109	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or [50-mm] Cube Specimens)
15. ASTM C 150	Standard Specification for Portland Cement
16. ASTM C 33	Standard Specification for Concrete Aggregates
17. ASTM C 618	Standard Specification for Coal Fly Ash and Calcined Natural Pozzolan for Use in Concrete
18. ASTM C 494	Standard Specification for Chemical Admixtures for Concrete
19. ASTM C 260	Standard Specification for Air-Entraining Admixtures for Concrete

1.04 Submittal

- A. The Contractor shall submit to the Engineer the fabric form manufacture's hydraulic testing and calculations in support of the proposed fabric formed concrete lining system.
- B. The Contractor shall furnish the fabric form manufacturer's certificates of compliance for the fabric forms. The Contractor shall also furnish the manufacturer's specifications, literature, shop drawings for the layout of the concrete lining, and any recommendations, if applicable, that are specifically related to the project.
- C. Alternative fabric formed concrete lining materials may be considered. Such materials must be pre-approved in writing by the Engineer prior to the bid date. Alternative material packages must be

submitted to the Engineer a minimum of fifteen (15) days prior to the bid date. Submittal packages must include, as a minimum, the following:

1. Full-scale laboratory testing and associated engineering calculations quantifying the hydraulic capacity of the proposed fabric formed concrete lining system.
2. Material testing reports prepared by a certified geotextile laboratory attesting to the alternative fabric form material's compliance with this Specification. Material laboratory testing shall have been performed within 90 days of the bid date.

TABLE 1.0 TYPICAL DIMENSIONS AND WEIGHTS		
Physical Properties	Units	VFP400
Average Thickness	in	4.0
Mass Per Unit Area	lb/ft ²	45
Filter Point Spacing(approximately)	in	16
Open Area	in ²	15%-20%

PART 2: PRODUCT

2.1 General - Fabric Formed Concrete Lining

- A. Fabric formed concrete lining(s) shall be Vegetated Filter Point (VFP) type and have a finished average thickness of 4) inches and a nominal mass per unit area of 45 lb/ft². After the form has been filled with fine aggregate concrete, the filter points shall be on approximately inch (mm) spacing when measured along their stacked alignment. The filter points shall relieve hydrostatic uplift pressure and form a tubular matrix surface appearance.

2.2 Fabric Forms

- A. The fabric forms for casting the concrete lining(s) shall be as specified, HYDROTEX® Vegetated Filter Point 400 (VFP400) fabric forms as manufactured by Synthetex, LLC; 4151 Ashford Dunwoody Road, Suite 510, Atlanta, Georgia 30319 Tel: 800.253.0561, 770.399.5051; or approved equal. The fabric forms shall consist of woven double-layer, open salvage fabric joined into panels. Fabric shall be woven of high-tenacity, continuous multifilament polyester of which a minimum of 50%, by weight, shall be textured yarn. Partially-oriented (POY), draw-textured, and/or staple yarns shall not be used in the manufacture of the fabric. The fabric shall conform to the physical, mechanical and hydraulic requirements as listed in Table 2.0 and reported by an independent testing agency. The fabric forms shall be free of defects or flaws which significantly affect their physical, mechanical, or hydraulic properties.
- B. Fabric form material shall consist of double-layer woven fabric joined together by spaced, interwoven, single-layer areas to form a concrete lining with a finished average thickness of 4 inches and a nominal mass per unit area of 45 lb/ft². The interwoven areas shall be approximately forty percent of the area of the concrete lining. The interwoven areas shall form a lattice surface appearance. Interwoven areas shall be removed, as specified elsewhere in this Specification, to create open areas for the establishment of vegetation.
- C. Mill widths of fabric shall be a minimum of 84 inches. Each selvage edge of the top and bottom layers of fabric shall be reinforced for a width of not less than 1.35 inches by adding a minimum of 6 warp yarns to each selvage construction. Mill width rolls shall be cut to the length required, and the double-layer fabric separately joined, bottom layer to bottom layer and top layer to top layer, by means of sewing thread, to form multiple mill width panels with sewn seams on not less than 80 inch centers.
- D. All factory-sewn seams shall be downward facing as shown on the Contract Drawings. All seams sewn in the factory shall be not less than 90 lbf/in (15.7 kN/m) when tested in accordance with ASTM D 4884. All sewn seams and zipper attachments shall be made using a double line of U.S. Federal Standard Type 401 stitch. All stitches shall be sewn simultaneously and be parallel to each other, spaced between 0.25 inches (6 mm) to 0.75 inches (19 mm) apart. Each row of stitching shall consist of 4 to 7 stitches per inch (per 25.4 mm). Thread used for seaming shall be nylon and/or polyester.

- E. Baffles shall be installed at predetermined mill width intervals to regulate the distance of lateral flow of fine aggregate concrete. The baffle material shall be nonwoven filter fabric. The grab tensile strength of the filter fabric shall be not less than 90 lbf (400 N) when tested in accordance with ASTM D 4632.
- F. The fabric forms shall be kept dry and wrapped such that they are protected from the elements during shipping and storage. If stored outdoors, they shall be elevated and protected with a waterproof cover that is opaque to ultraviolet light. The fabric forms shall be labeled as per ASTM D 4873, "Guide for Identification, Storage and Handling of Geosynthetic Rolls."
- G. The Contractor shall submit a manufacturer's certificate that the supplied fabric forms meet the criteria of these Specifications, as measured in full accordance with the test methods and standards referenced herein. The certificates shall include the following information about each fabric form delivered:

Manufacturer's name and current address;
 full product name;
 style and product code number;
 form number(s);
 composition of yarns; and
 manufacturer's certification statement.

Table 2.0 PROPERTY REQUIREMENTS – HYDROTEX FABRIC ^{1, 2}			January 23, 2012
	Test Method	Units	Values
Physical Properties			
Composition of Yarns	-	-	Polyester
Mass Per Unit Area (double-layer)	ASTM D 5261	oz/yd ² (g/m ²)	14.8 (502)
Thickness	ASTM D 5199	mils (mm)	18 (0.42)
Mill Width (Woven)		in (m)	84 (2.1)
Mechanical Properties			
Wide-Width Strip Tensile Strength - MD TD	ASTM D 4595	lbs/in (kN/m)	300 (52.8) 350 (61.6)
Elongation at Break - MD TD		%	9 8
Grab Tensile Strength - MD TD	ASTM D 4632	lbs (N)	305 (1356) 300 (1333)
Elongation at Break - MD TD		%	25 22
Trapezoidal Tear Strength	ASTM D 4533	lbs (N)	100 (445) 135 (600)
CBR Puncture Strength	ASTM D 6241	lbs (N)	1115 (4959)
Mullen Burst Strength	ASTM D 3786 (Mod.)	psi (kg/cm ²)	650 (45.6)
Hydraulic Properties			
Apparent Opening Size (AOS)	ASTM D 4751	U.S. Standard Sieve (mm)	30 (0.556)
Permittivity	ASTM D 4491	sec ⁻¹	0.5
Flow Rate		gal/min/ft ² (l/min/m ²)	35 (1417)

Notes:

- Conformance of fabric to specification property requirements shall be based on ASTM D 4759, "Practice for Determining the Specification Conformance of Geotextiles."
- All numerical values represent minimum average roll values (i.e., average of test results from any sample roll in a lot shall meet or exceed the minimum values). Lots shall be sampled according to ASTM D 4354, "Practice for Sampling of Geosynthetics for Testing."

2.3 Fine Aggregate Concrete

- A. Fine aggregate concrete shall consist of a proportioned mixture of Portland cement, fine aggregate (sand) and water. The consistency of the fine aggregate concrete delivered to the concrete pump shall be proportioned and mixed as to have a flow time of 9-12 seconds when passed through the 0.75 inch (19 mm) orifice of the standard flow cone that is described in ASTM C 6449. Pozzolan and/or admixtures may be used with the approval of the Engineer. The mix shall exhibit a compressive strength of 3,000 lb/in² at 28 days, when made and tested in accordance with ASTM C 31 and ASTM C 109.
- B. Portland cement shall conform to ASTM C 150, Type I or Type II.
- C. Fine aggregate shall conform to ASTM C 33, except as to grading. Aggregate grading shall be reasonably consistent and shall not exceed the maximum size which can be conveniently handled with available pumping equipment.
- D. Water for mixing shall be clean and free from injurious amounts of oil, acid, salt, alkali, organic matter or other deleterious substances.
- E. Pozzolan, if used, shall conform to ASTM C 618, Class C, F or N.
- F. Plasticizing and air entraining admixtures, if used, shall conform to ASTM C 494 and ASTM C 260,

2.4 Filter Fabrics

- A. The geotextile filter fabrics shall be composed of synthetic fibers or yarns formed into a nonwoven or woven fabric. Fibers and yarns used in the manufacture of filter fabrics shall be composed of at least 85% by weight of polypropylene, polyester or polyethylene. They shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including selvages. These materials shall conform to the physical requirements listed in Table 3.0 of these Specifications. The geotextile shall be free of defects or flaws which significantly affect its mechanical or hydraulic properties.
- B. The geotextile filter fabric must be permitted to function properly by allowing relief of hydrostatic pressure; therefore fine soil particles shall not be allowed to clog the geotextile.
- C. The geotextile filter fabric shall be kept dry and wrapped such that they are protected from the elements during shipping and storage. If stored outdoors, they shall be elevated and protected with a waterproof cover that is opaque to ultraviolet light. The fabric forms shall be labeled as per ASTM D 4873, "Guide for Identification, Storage and Handling of Geosynthetic Rolls."

Table 3.0 PROPERTY REQUIREMENTS – FILTER FABRIC			
	Test Method	Units	Minimum Value
Mechanical Properties			
Grab Tensile Strength	ASTM D 4632	lbf/in	90 (in any principal direction)
Elongation at Break	ASTM D 4632	%	50 max. (in any principal direction)
Trapezoidal Tear Strength	ASTM D 4533	lbf	40 (in any principal direction)
Puncture Strength	ASTM D 4833	lbs	55 (in any principal direction)
CBR Puncture Strength	ASTM D 6241	lbs	250 (in any principal direction)
Hydraulic Properties			
Apparent Opening Size (AOS)	ASTM D 4751	US Sieve	60 max.
Permittivity	ASTM D 4491	sec ⁻¹	1.0
Flow Rate	ASTM D 4491	gal/min/ft ²	50

Notes:

1. Conformance of fabric to specification property requirements shall be based on ASTM D 4759, "Practice for

- Determining the Specification Conformance of Geotextiles.”
2. All numerical values represent minimum average roll values (i.e., average of test results from any sample roll in a lot shall meet or exceed the minimum values). Lots shall be sampled according to ASTM D 4354, “Practice for Sampling of Geosynthetics for Testing.”

PART 3.0: DESIGN REQUIREMENTS

3.1 Certification (Open Channel Flow)

- A. Fabric formed concrete lining will only be accepted when accompanied by documented hydraulic performance characteristics that are derived from tests under controlled flow conditions. Test guidelines shall conform to testing protocol as documented in “Hydraulic Stability of Fabric Formed Concrete Lining and Mat Systems During Overtopping Flow.”
- B. The average thickness, mass per unit area and hydraulic resistance of each concrete lining shall withstand the hydraulic loadings for the design discharges along the structure(s). The stability analysis for each concrete lining shall be accomplished using a factor-of-safety methodology. A minimum factor of safety of 1.5 shall be required.

3.2 Performance (Open Channel Flow)

- A. The Contractor shall provide to the Engineer calculations and design details, provided by the manufacturer or a professional engineer, attesting to the suitability of each fabric formed concrete lining for the purpose contemplated. Each concrete lining shall be accepted only when accompanied by the documented hydraulic performance characteristics derived from full-scale physical laboratory testing, measurements, and documentation of the hydraulic performance under high-velocity, unidirectional overtopping flow conditions on an earthen embankment.

PART 4.0: CONSTRUCTION AND INSTALLATION REQUIREMENTS

4.1 Site Preparation

- A. Areas on which fabric formed concrete lining are to be installed shall be constructed to the lines, grades, contours, and dimensions shown on the Contract Drawings. The areas shall be free of all obstructions and organic material such as projecting stones and roots. Where required by the Engineer, soft and otherwise unsuitable subgrade soils shall be identified, excavated and replaced with select materials in accordance with the Contract Specifications. Where such areas are below the allowable grades, they shall be brought to grade by placing compacted layers of engineered fill or a drainage stone as specified by the Engineer. The thickness of layers and the amount of compaction, if required, shall be as specified by the Engineer.
- B. Excavation and preparation of anchor, flank and toe trenches (turndowns) or toe aprons shall be done in accordance with the lines, grades, contours, and dimensions shown on the Contract Drawings.
- C. Immediately prior to placing the fabric forms, the prepared area shall be inspected by the Engineer, and no forms shall be placed thereon until the area has been approved.

4.2 Fabric Form Placement

- A. A geotextile filter fabric, as specified by the Engineer, shall be placed on the graded surface approved by the Engineer.
- B. Factory assembled fabric form panels shall be placed over the geotextile filter fabric and within the limits shown on the Contract Drawings. Perimeter termination of the fabric forms shall be accomplished through the use of anchor, flank and toe trenches, as shown on the Contract Drawings.
- C. Adjacent fabric form panels shall be joined in the field by means of sewing or zippering closures. Adjacent panels shall be joined top layers to top layer and bottom layer to bottom. All field seams

shall be made using two lines of U.S. Federal Standard Type 101 stitches. All sewn seams shall be downward facing. When placing panels an allowance for approximately 10% contraction of the form in each direction which will occur as a result of fine aggregate concrete filling.

- D. When conventional joining of fabric forms is impractical or where called for on the Contract Drawings, adjacent forms may be overlapped a minimum of 3 ft (1 m) to form a lap joint, pending approval by the Engineer. Based on the predominant flow direction, the downstream edge of the form shall overlap the upstream edge of the next form. In no case shall simple butt joints between forms be permitted.
- E. Expansion joints shall be provided as shown on the Contract Drawings, or as specified by the Engineer.
- F. Immediately prior to filling with fine aggregate concrete, the assembled fabric forms shall be inspected by the Engineer, and no fine aggregate concrete shall be pumped therein until the fabric placement and field seams have been approved. At no time shall the unfilled fabric forms be exposed to direct sunlight (ultraviolet light) for a period exceeding five (5) days.

4.3 Fine Aggregate Concrete Placement

- A. Following the placement of the fabric forms over the geotextile filter fabric, fine aggregate concrete shall be pumped between the top and bottom layers of the fabric form through small slits be cut in the top layer of the fabric form. These slits shall be of the minimum length to allow proper insertion of a filling pipe that has been installed at the end of the fine aggregate concrete pump hose. Fine aggregate concrete shall be pumped between the top and bottom layers of fabric, filling the forms to the recommended thickness and configuration.
- B. Fine aggregate concrete shall be pumped in such a manner that excessive pressure on the fabric forms and cold joints are avoided. A cold joint is defined as one in which the pumping of the fine aggregate concrete into a given form is discontinued or interrupted and the concrete surface hardens before the next batch of fine aggregate concrete is placed against it; characterized by a poor bond.
- C. The sequence of fine aggregate concrete pumping shall be such as to ensure complete filling of the fabric formed concrete lining to the thickness specified by the Engineer. The flow of the fine aggregate concrete shall first be directed into the upper edge of the fabric form which has been placed in the anchor trench followed by redirecting the flow into the lower edge, and working back up the slope.
- D. Prior to removing the filling pipe from the current concrete lining section and proceeding to the fine aggregate concrete filling of the adjacent lining section, the thickness of the current lining section shall be measured by inserting a length of stiff wire through the lining at several locations from the crest to the toe of the slope. The average of all thickness measurements shall be not less than the specified average thickness of the concrete lining. Should the measurements not meet the specified average thickness, pumping shall not continue until the specified average thickness has been attained.
- E. Holes in the fabric forms left by the removal of the filling pipe shall be temporarily closed by inserting a piece of fabric. The fabric shall be removed when the concrete is no longer fluid and the concrete surface at the hole shall be cleaned and smoothed by hand. Foot traffic will not be permitted on the freshly pumped concrete lining when such traffic will cause permanent indentations in the lining surface. Walk boards shall be used where necessary.
- F. Excessive fine aggregate concrete that has inadvertently spilled on the concrete lining surface shall be removed. The use of a water hose to remove spilled fine aggregate concrete from the surface of the freshly pumped concrete lining shall not be permitted.
- G. After the fine aggregate concrete has set, all anchor, flank and toe trenches shall be backfilled and compacted, as specified by the Engineer.

WIRE MESH GABIONS AND MATTRESSES

1) SCOPE

- a) The work shall consist of furnishing; assembling and installing rock filled wire mesh gabion baskets and mattresses.

2) TYPES

- a) Gabions shall consist of rectangular or square wire mesh formed containers filled with rock. Gabions will conform to the following: Welded wire mesh with a uniform square or rectangular pattern and a resistance weld at each intersection. The welded wire connections shall conform to the requirements of ASTM A185, including wire smaller than W1.2 (0.124 in.); except that the welded connections shall have minimum average shear strength of 70% and minimum shear strength of 60% of the minimum ultimate tensile strength of the wire. The wire mesh shall be galvanized before forming into mesh.
- b) ASTM 974 as manufactured by Modular Gabion Systems, Houston, TX or approved equal. Approval must be in writing by the specifying engineer a minimum of one week prior to bid.

Gabions: Gabions shall be furnished as baskets or mattresses. Baskets and mattresses shall be fabricated within a dimension tolerance of plus or minus 5%.

Baskets: Baskets have a height of 12 inches or greater.

Mattresses: Mattresses have a thickness of 12 inches and less.

3) MATERIALS

- a) Gabions shall be fabricated, assembled and installed in accordance with the nominal wire sizes and dimensions found in Tables 1 and 2, using the following materials.
- b) Wire for fabrication and assembly shall be hot-dipped galvanized. The wire shall have a minimum tensile strength of 60,000 psi. Galvanized steel wire shall conform to ASTM A 641, Class 3, and Soft Temper.

TABLE 1 (Minimum Requirements)
GABION BASKETS- Height 12, 18, or 36 inches, Length as Specified

Type of Wire	Mesh Size (inches)	Wire Diameter (inches)	PVC Coating (inches)	Total Diameter (Inches)	Galvanized Coating oz./SF
Lacing Wire		0.086	0.02	0.126	0.70
Welded Mesh	3x3	0.118	None	0.118	0.80
	3x3	0.105	0.02	0.145	0.80
Spiral Binder		0.105	0.02	0.145	0.80

TABLE 2 (Minimum Requirements)*
GABION MATTRESSES-Height 6, 9, or 12 Inches: Length as Specified

Type of Wire	Mesh Size (inches)	Wire Diameter (inches)	PVC Coating (inches)	Total Diameter (inches)	Galvanized Coating oz./SF
Lacing Wire		0.086	0.02	0.126	0.70
Welded Mesh	1"x3	0.086	0.02	0.120	0.70
Spiral Binder		0.105	0.02	0.145	0.80

*NOTE: The wire sizes and PVC coating thickness shown are nominal sizes

- i) The wire sizes include the galvanizing coating thickness.
- ii) When Polyvinyl Chloride (PVC) coated wire is specified, the galvanized wire shall be coated by fusion bonded PVC material. The wire coating shall be colored black, gray, green or silvery; and the initial properties of the PVC coating shall meet the following requirements:
- iii) Specific Gravity. In the range of 1.30 to 1.40, ASTM D 792.
- iv) Abrasion Resistance. The percentage of weight loss shall be less than 12%, when tested according to ASTM D 1242, Method Bat 200 cycles, CSI-A Abrader Tape, 80 Grit.
- v) Brittleness Temperature. Not higher than 15°F, ASTM D 746
- vi) Tensile Strength. Extruded Coating (not less than 2,980 psi. ASTM D 412). Fusion Bonded Coating (not less than 2275 psi. at 100 percent strain, ASTM D 638).
- vii) Modulus of Elasticity. Extruded Coating (not less than 2,700 psi. at 100 percent strain, ASTM D 412). Fusion Bonded Coating (not less than 1980 psi. at 100 percent strain, ASTM D 638).
- viii) Ultraviolet Light Exposure. A test period of not less than 3,000 hours, using apparatus type E at 63 C, ASTM G 23.
- ix) Salt Spray Test. A test period of not less than 3000 hours, ASTM B 117.

After the exposure to ultraviolet light and the salt spray test as specified above, the PVC coating shall not show cracks, blisters, splits, nor noticeable change of coloring (surface chalk). In addition, the specific gravity shall not change more than six (6) percent, resistance to abrasion shall not change more than ten (10) percent, and tensile strength shall not change more than 25 percent from their initial values.

The wire sizes shown in Tables 1 and 2 are the size of the wire after galvanizing and before coating with PVC.

Spiral binders are the standard fastener for welded-mesh gabion baskets and mattresses, and shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabion baskets and mattresses.

Alternate fasteners for use with wire mesh gabions, such as ring fasteners, shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabions. Test results must be provided to certify that the ring fasteners provide the joint strength required.

Standard fasteners and alternate fasteners must provide a minimum strength of 1,400 lbs. per lineal foot for gabion baskets and 900 lbs. per lineal foot for gabion mattresses. When used to interconnect gabion baskets or mattresses with PVC coating, ring fasteners shall be made of stainless steel and spiral fasteners shall be PVC coated. All fasteners shall meet all of the closing requirements of the gabion manufacturer.

Rock shall conform to the quality requirements as follows and at least 85 percent of the rock particles, by weight, shall be within the predominant rock size range. Recycled concrete may be used in lieu of the specified aggregate at the engineer's discretion.

Gabion Basket or Mattress Height		Predominant Rock Size	Minimum Rock Dimension	Maximum Rock Dimension
Basket	12"	4 to 8	4	8
	18"			
	36"			
Mattress	6"	3 to 5	3	5
	9"			
	12"			

At least 30 days prior to delivery to the site, the Contractor shall inform the engineer in writing of the source from which the rock will be obtained, and include the test data and other information by which the material was determined by the Contractor to meet the specification. The Contractor shall provide the engineer free access to the source for the purpose of obtaining samples for testing and source approval.

Bedding or filter material, when specified, shall meet the gradation shown on the plans. Geotextile, when specified shall conform to the requirements specified in the plans or the manufacturer's recommendation.

4) FOUNDATION PREPARATION

The foundation on which the gabions are to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. Surface irregularities, loose material, vegetation, and all foreign matter shall be removed from foundation surface area. When fill is required, it shall consist of materials conforming to the specified requirements. Gabions and bedding or specified geotextiles shall not be placed until the foundation preparation is completed, and the subgrade surfaces have been inspected and approved by the engineer or the engineer's representative.

Compaction of bedding or filter material will be required per plans and specifications. The surface of the finished material shall be to grade and free of mounds, dips or windrows. Extra care should be taken with foundation preparations in order to ensure a level and smooth surface. Geotextile shall be installed in accordance with the requirements of the plans and specifications.

5) ASSEMBLY AND PLACEMENT

The assembly and placement of gabions shall be in accordance with the following procedures:

Assembly. Rotate the gabion panels into position and join the vertical edges with fasteners for gabion assembly. Where lacing wire is used, wrap the wire with alternating single and double half hitches at intervals between four (4) to five (5) inches. Where spiral fasteners are used, crimp the ends to secure the spirals in place. Where ring type alternate fasteners are used for basket assembly, install the fasteners at a maximum spacing of 6 inches. Use the same fastening procedures to install interior diaphragms where they are required.

Interior diaphragms will be required where any inside dimension exceeds three (3) feet for gabion baskets thicker than 12". Diaphragms will be installed to assure that no open intervals are present that exceeds three (3) feet. For baskets 12" or less rectangular cells are allowed with dimensions 36" in one direction and not to exceed 72" in the perpendicular direction.

Placement. Place the empty gabions on the foundation and interconnect the adjacent gabions along the top, bottom, and vertical edges using lacing wire or spirals. Wrap the wire with alternating single and double half hitches at intervals between four (4) to six (6) inches. Spiral fasteners are commonly used for the assembly and interconnection of welded mesh gabions. Spirals are screwed down at the connecting edges then each end of the spiral is crimped to secure it in place. Lacing may be used as needed to supplement the interconnection of welded mesh gabions, and the closing of lids.

Interconnect each layer of gabions to the underlying layer of gabions along the front, back, and sides. Stagger the vertical joints between the gabions of adjacent rows and layers by at least one-half of a cell length.

6) FILLING OPERATION

After adjacent empty wire gabion units are set to line and grade and common sides properly connected, they shall be placed in straight-line tension to gain a uniform alignment. Staking of the gabions may be done to maintain the established proper alignment prior to the placement of rock. No temporary stakes shall be placed through geotextile material. Connecting lacing wire and other fasteners (as allowed) shall be attached during the filling operation to preserve the strength and shape of the structure.

Internal connecting cross-tie wires shall be placed in each unrestrained gabion cell greater than 18 inches in height, including gabion cells left temporarily unrestrained. Two internal connecting wires shall be placed concurrently with rock placement, at each 12-inch interval of depth.

In welded mesh gabions these crossties or stiffeners will be placed across the corners of the gabions (at 12 inches from the corners) providing diagonal bracing. Lacing wire or preformed wire stiffeners may be used.

The gabions shall be carefully filled with rock, either by machine or hand methods, ensuring alignment, avoiding bulges, and providing a compact mass that minimizes voids. At no point in the filling process may rock be mechanically placed from a height of over 36" from machine to fill area. Machine placement will require supplementing with handwork to ensure the desired results. The cells in any row shall be filled in stages so that the depth of rock placed in any one cell does not exceed the depth of rock in any adjoining cell by more than 12 inches. Along the exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to ensure a neat, compact placement with a uniform appearance.

The last layer of rock shall be uniformly leveled to the top edges of the gabions. Lids shall be placed over the rock filling using only approved lid closing tools as necessary. The use of crowbars or other single point leverage bars for lid closing is prohibited due to the potential for damage to the baskets.

The gabion lid shall then be secured to the sides, ends, and diaphragms with spiral binders, approved alternate fasteners, or lacing wire wrapped with alternating single and double half-hitches in the mesh openings.

Any damage to the wire or coatings during assembly, placement and filling shall be repaired promptly in accordance with the manufacturer's recommendations or replaced with undamaged gabion baskets.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on August 30, 2012** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**DRAINAGE IMPROVEMENTS TO
GORDON'S CREEK AT THE VFW
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

**DRAINAGE IMPROVEMENTS TO
GORDON'S CREEK AT THE VFW
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Eddie R. Myers, City Clerk

Publish on 8-1-12 & 8-8-12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

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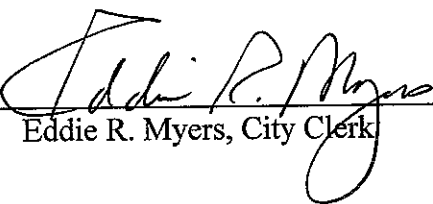
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City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-1015

File ID: 2012-1015

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: Approve Plans and Specifications for the Drainage Improvements to Mineral Creek at J. Ed Turner Road project; authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB 2012-1015

Title:

Approve the plans and specifications for the Drainage Improvements to Mineral Creek at J. Ed Turner Road; Authorize the advertisement for bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: 1292-Advertisement for Bids JET, NRCS Mineral Creek Plans, Mineral Creek Contract Docs and Specs, executed 1292-Advertisement for Bids JET

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-1015

Title

Approve the plans and specifications for the Drainage Improvements to Mineral Creek at J. Ed Turner Road; Authorize the advertisement for bids for same.

Summary

Approve the plans and specifications for the Drainage Improvements to Mineral Creek at J. Ed Turner Road; Authorize the advertisement for bids for same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger on 8/1/12 and 8/8/12

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**DRAINAGE IMPROVEMENTS TO
MINERAL CREEK AT J ED TURNER ROAD
HATTIESBURG, MISSISSIPPI**

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BY: _____
Eddie R. Myers, City Clerk

Publish on 8-1-12 & 8-8-12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

MINERAL CREEK BANK STABILIZATION CONSTRUCTION DRAWINGS

PREPARED FOR:



CITY OF HATTIESBURG

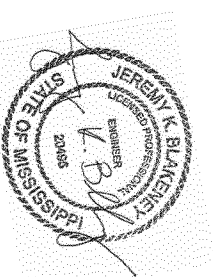
P.O. BOX 1898

HATTIESBURG, MISSISSIPPI 39403-1898

PREPARED BY:

JULY 2012

BY:



JEREMY K. BLAKENEY
CIVIL ENGINEER - MS
REGISTRATION NO. 20495

Eco•Systems, Inc. 

Consultants, Engineers and Scientists

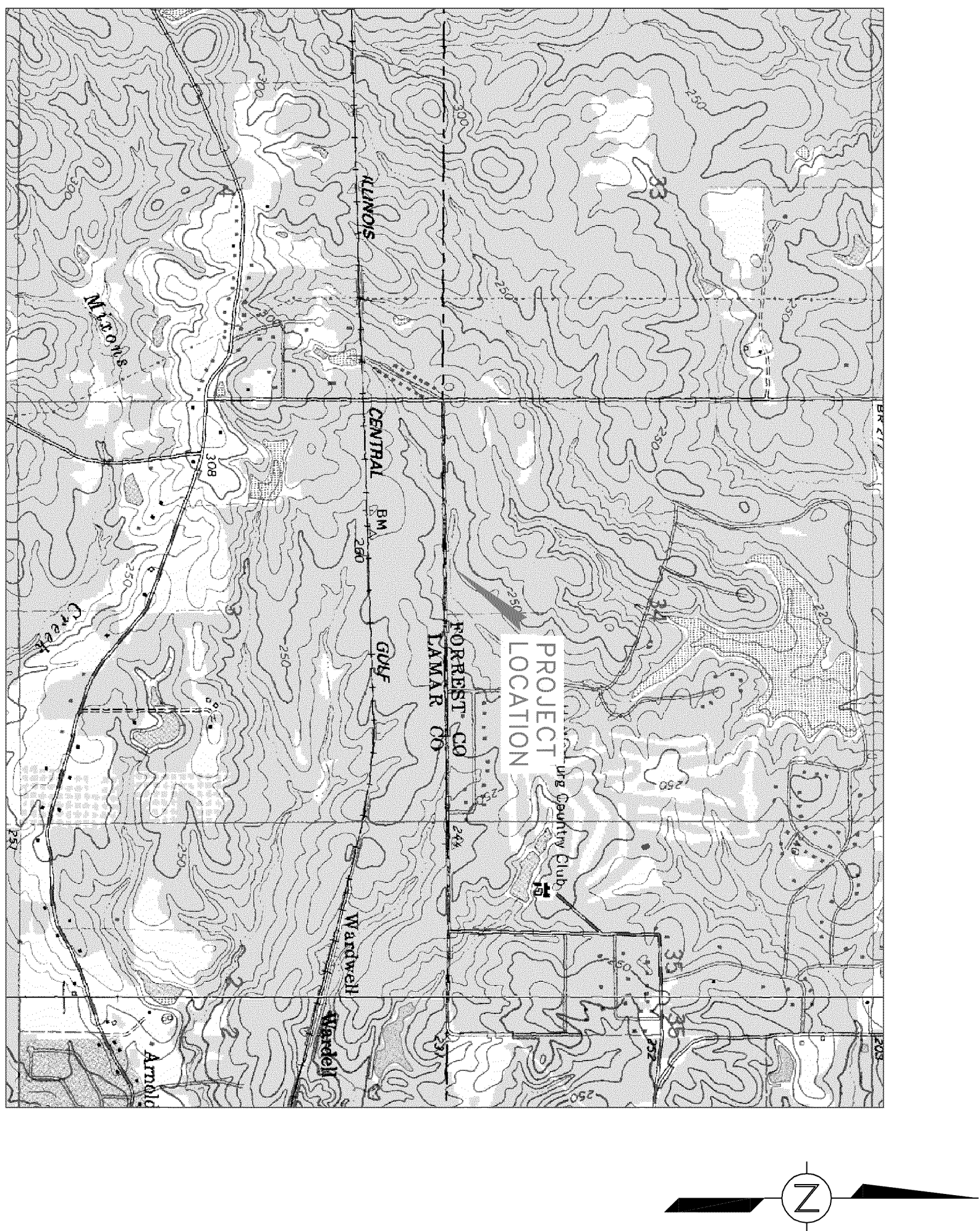
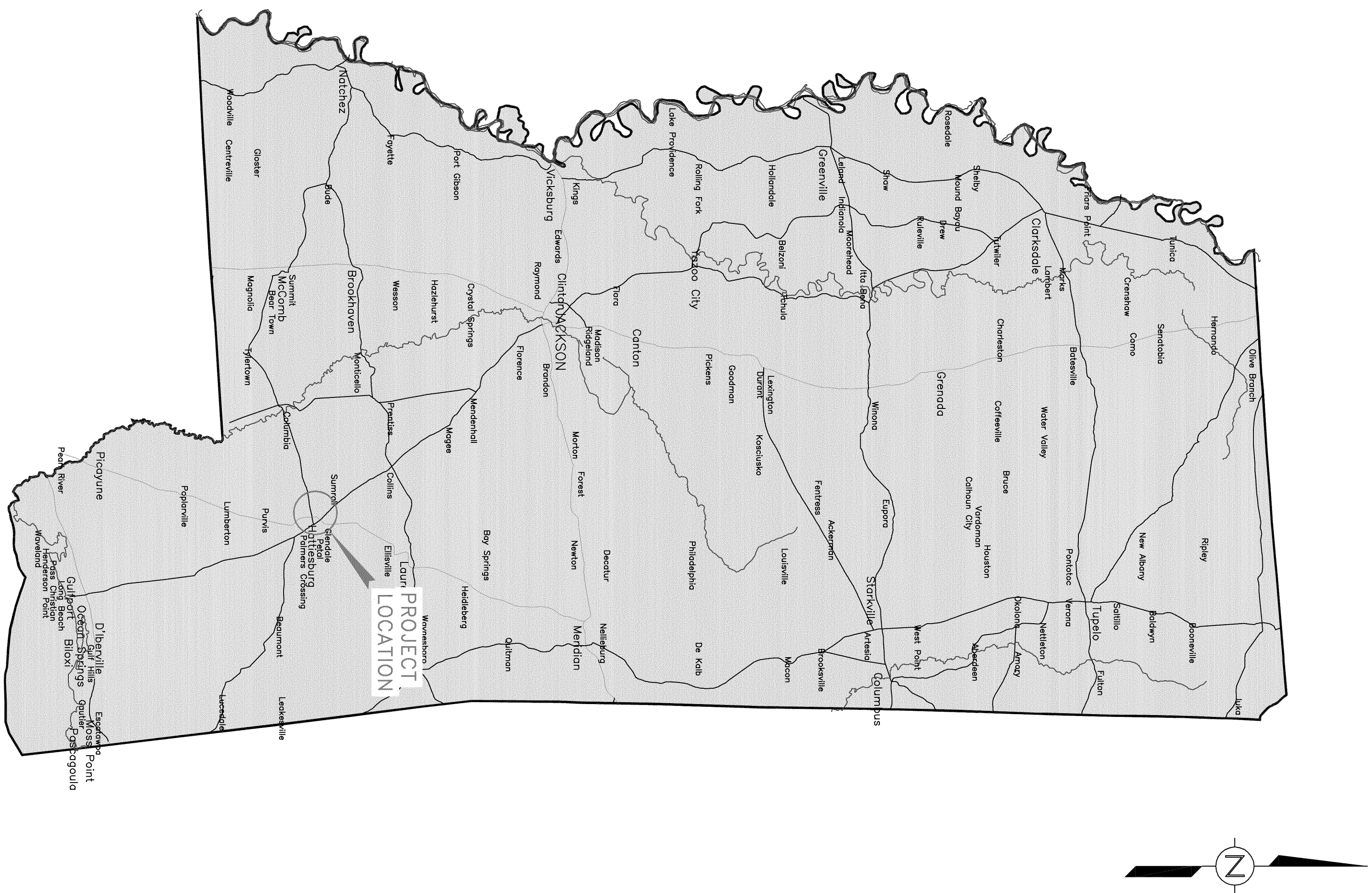
Jackson, MS • Meridian, MS • Mobile, AL • Houston, TX
Atlanta, GA • Hattiesburg, MS • Gulfport, MS

6360 I-55 North, Suite 330

Jackson, MS 39211

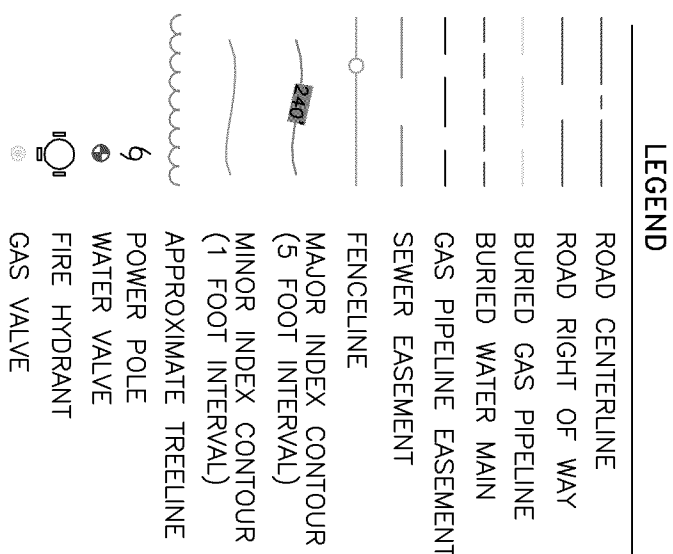
Phone: (601) 936-4440

FAX: (601) 936-4463

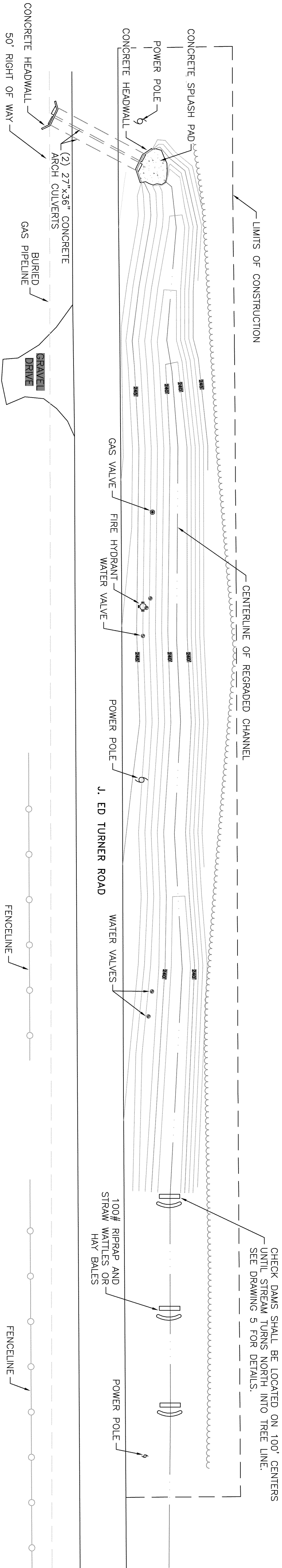
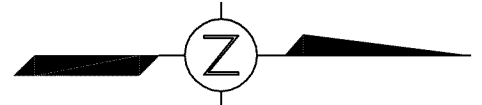


DRAWING INDEX		
DRAWING NO.	DESCRIPTION	REVISION NO.
1	TITLE PAGE	0
2	PROJECT LOCATION MAP, VICINITY MAP AND DRAWING INDEX	0
3	EXISTING CONDITIONS	0
4	BANK STABILIZATION CONSTRUCTION PLAN	0
5	BANK STABILIZATION DETAILS	0
6	STORMWATER DETAILS	0

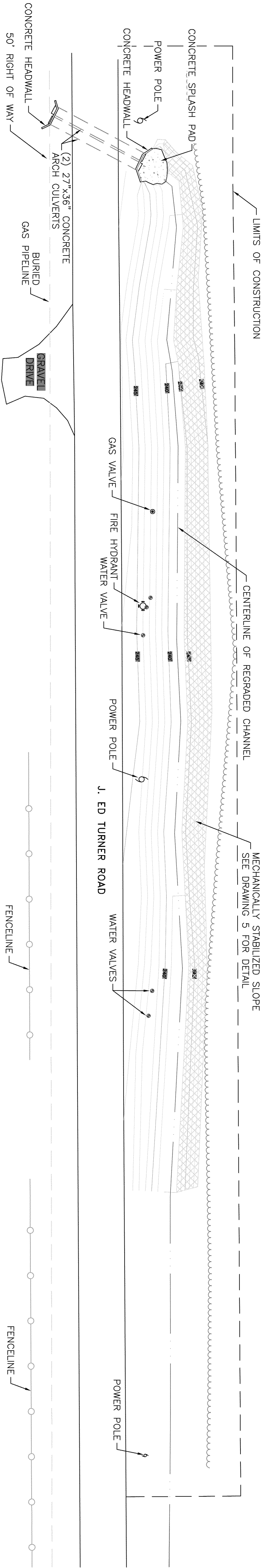
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DRAWN:	N. SIESEN		
CHECKED:			
REVIEWED:	J.A.		
PROJECT MANAGER:	MB		
DATE:	07/18/12		
Eco-Systems, Inc.			
<i>Consultants, Engineers and Scientists</i>			
			
Jackson, MS • Meridian, MS • Mobile, AL Houston, TX • Nashville, TN • Atlanta, GA Hattiesburg, MS			
PROJECT LOCATION MAP		PROJECT No.	
VICINITY MAP AND DRAWING INDEX		1210601.01	
		CAD FILE NAME	
		071812 DWG2 INDEX	
MINERAL CREEK BANK STABILIZATION HATTIESBURG, MISSISSIPPI		DRAWING	REVISION
		2	0



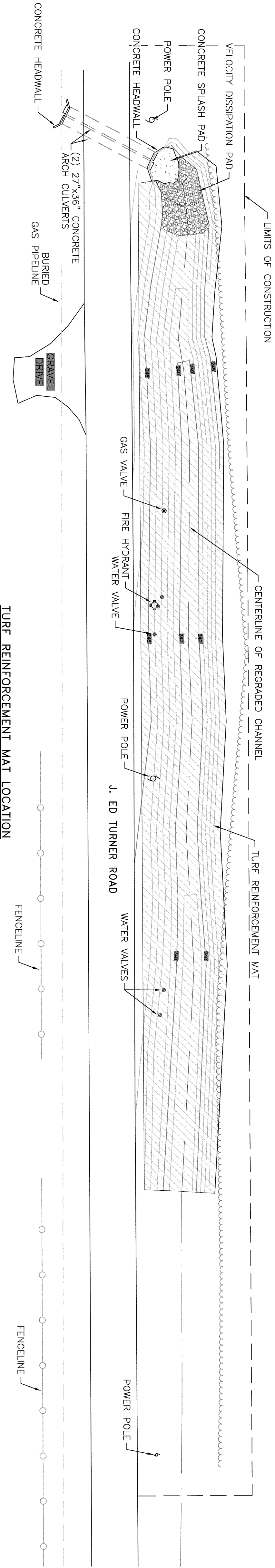
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	12106.01.01	
	CAD FILE NAME	
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PROPOSED GRADING PLAN

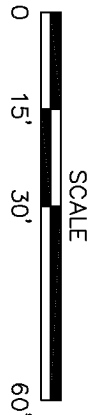


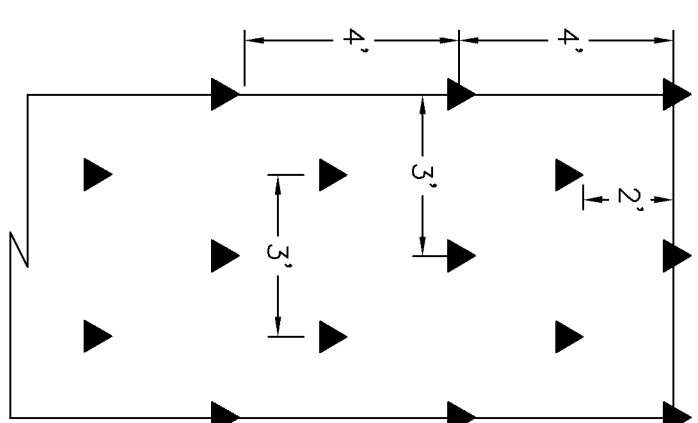
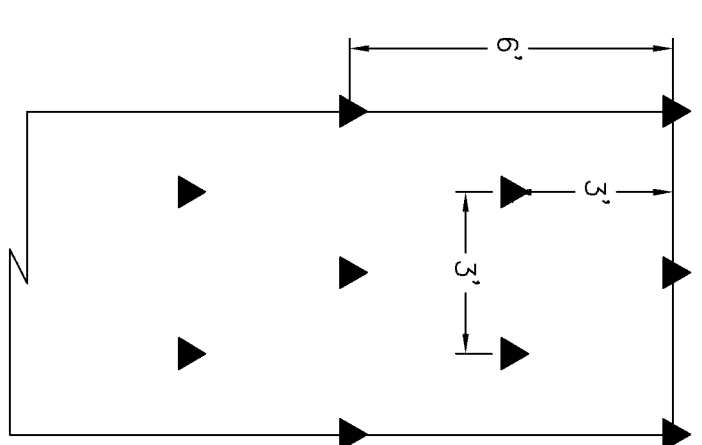
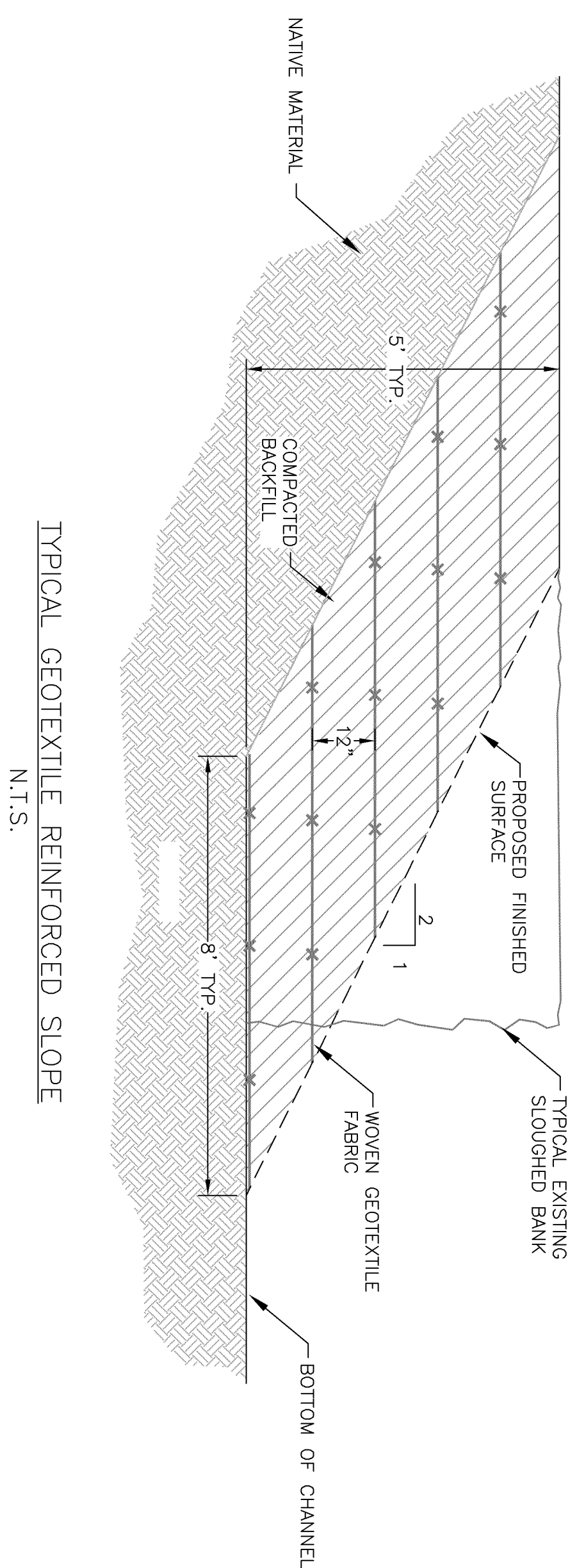
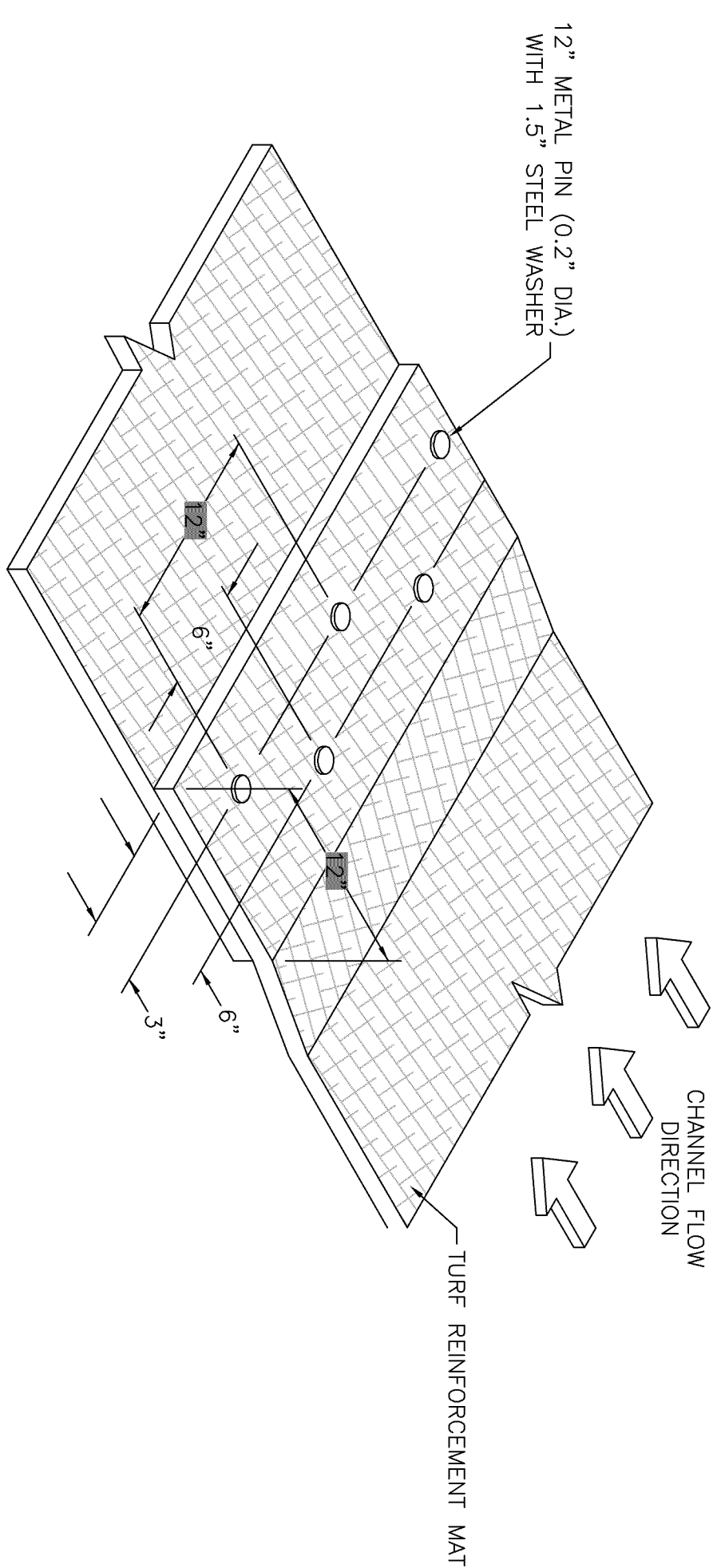
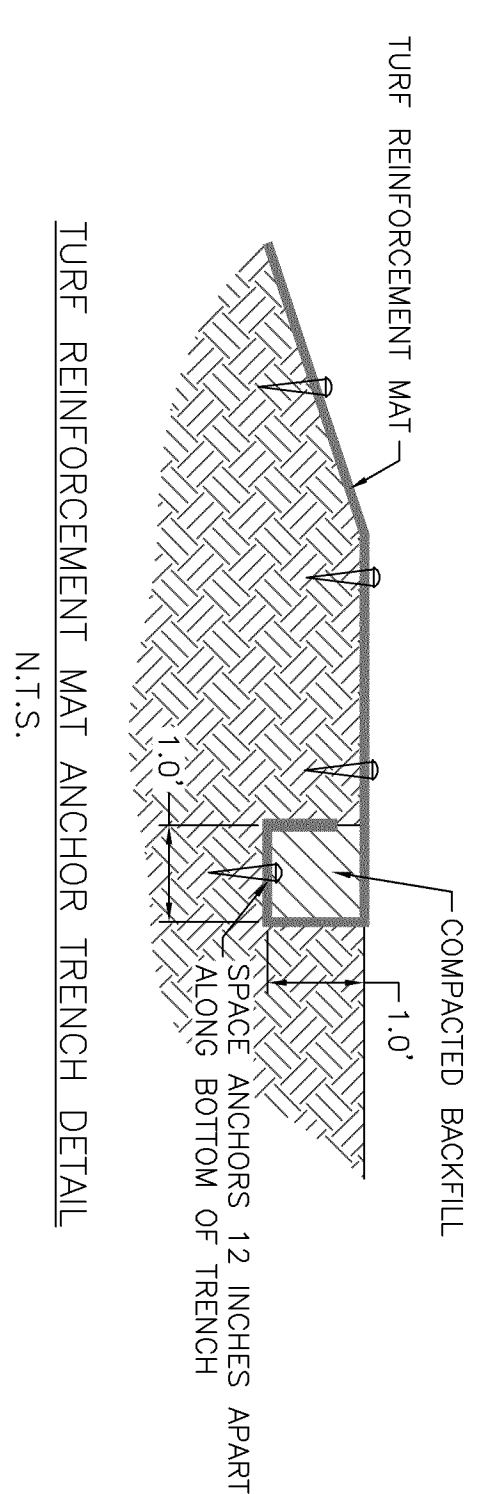
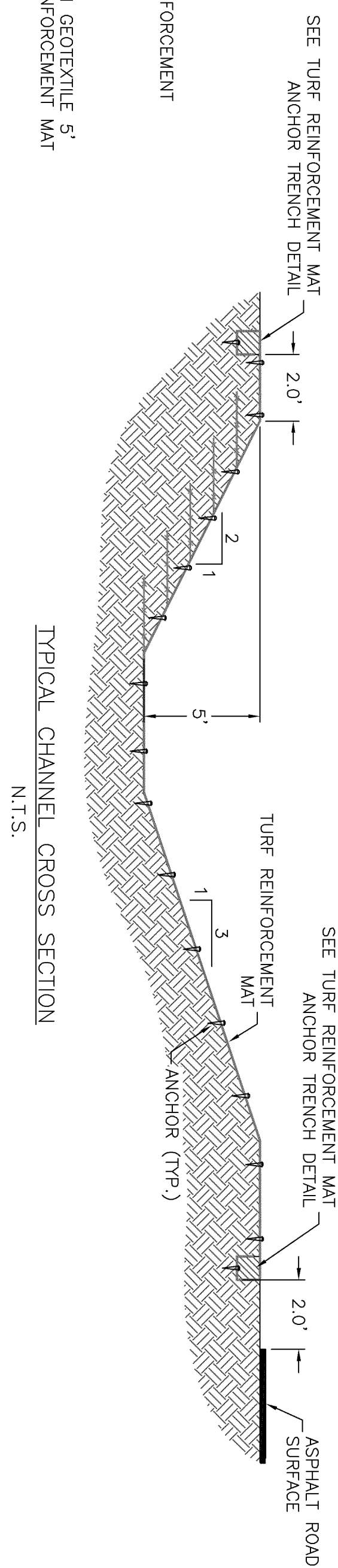
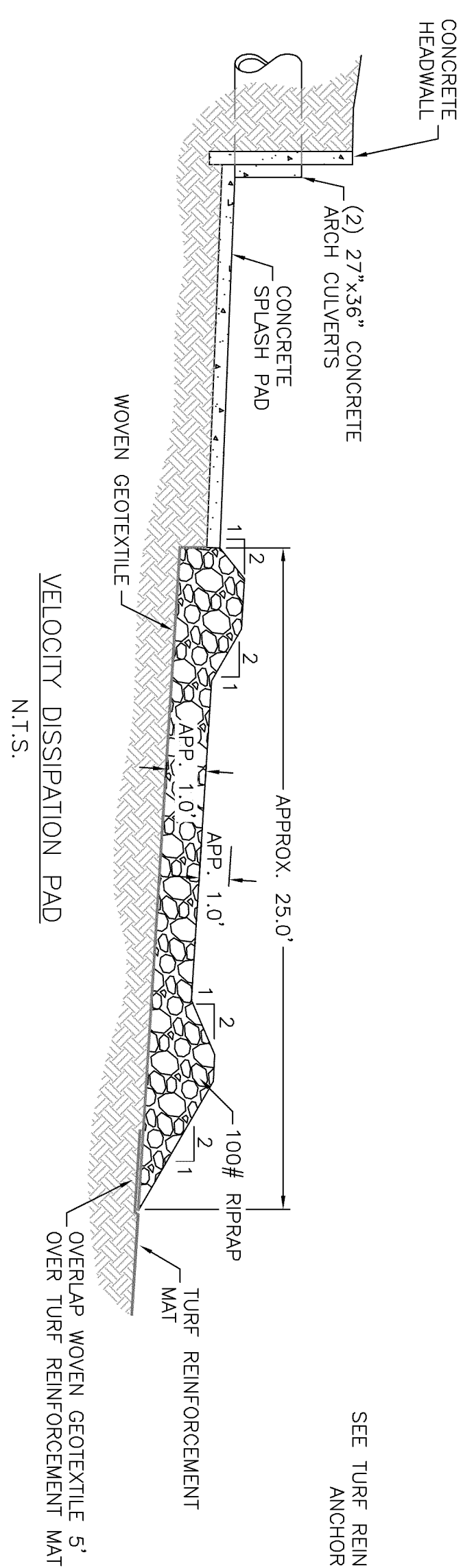
MECHANICALLY STABILIZED SLOPE LOCATION



TURF REINFORCEMENT MAT LOCATION

- LEGEND**
- BURIED GAS PIPELINE
 - BURIED WATER MAIN
 - GAS PIPELINE EASEMENT
 - SEWER EASEMENT
 - FENCELINE
 - MAJOR INDEX CONTOUR (5 FOOT INTERVAL)
 - MINOR INDEX CONTOUR (1 FOOT INTERVAL)
 - APPROXIMATE TREELINE
 - APPROXIMATE CHANNEL CENTERLINE
 - MECHANICALLY STABILIZED SLOPE
 - TURF REINFORCEMENT MAT
 - CHECK DAM
 - POWER POLE
 - WATER VALVE
 - FIRE HYDRANT
 - GAS VALVE





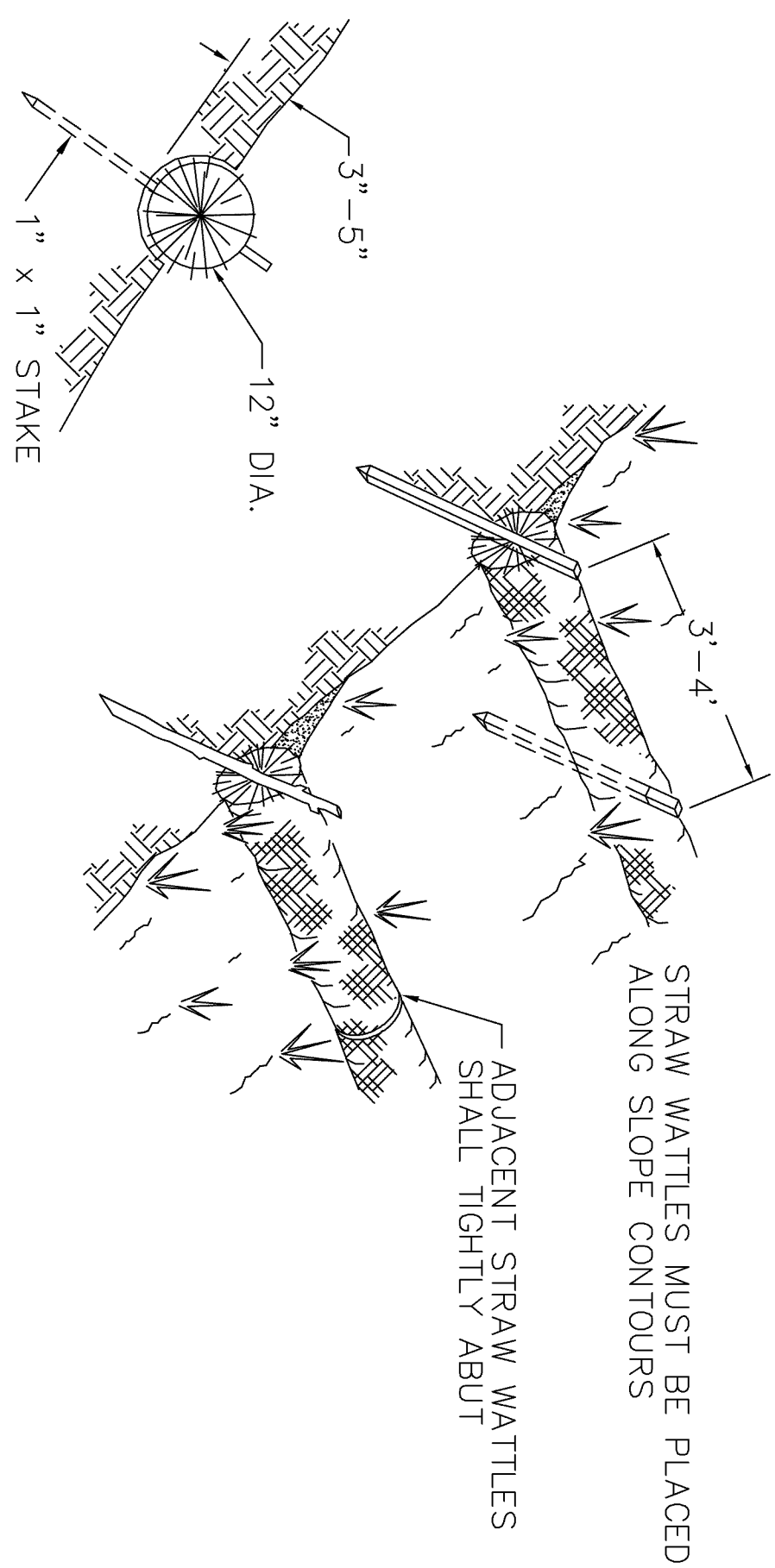
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CAD FILE NAME	071812 DWG5 BSI DET
DRAWING	5
REVISION	0

BANK STABILIZATION DETAILS	
MINERAL CREEK BANK STABILIZATION HATTIESBURG, MISSISSIPPI	

	
CITY OF HATTIESBURG	
SCALE:	AS SHOWN
DRAWN:	PHL
CHECKED:	
REVIEWED:	J.A.
PROJECT MANAGER:	JKB
DATE:	07/18/12

Eco-Systems, Inc. 	
<i>Consultants, Engineers and Scientists</i>	
Jackson, MS • Meridian, MS • Mobile, AL Houston, TX • Atlanta, GA Hattiesburg, MS • Gulfport, MS	

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JKB		
	CURRENT DATE	

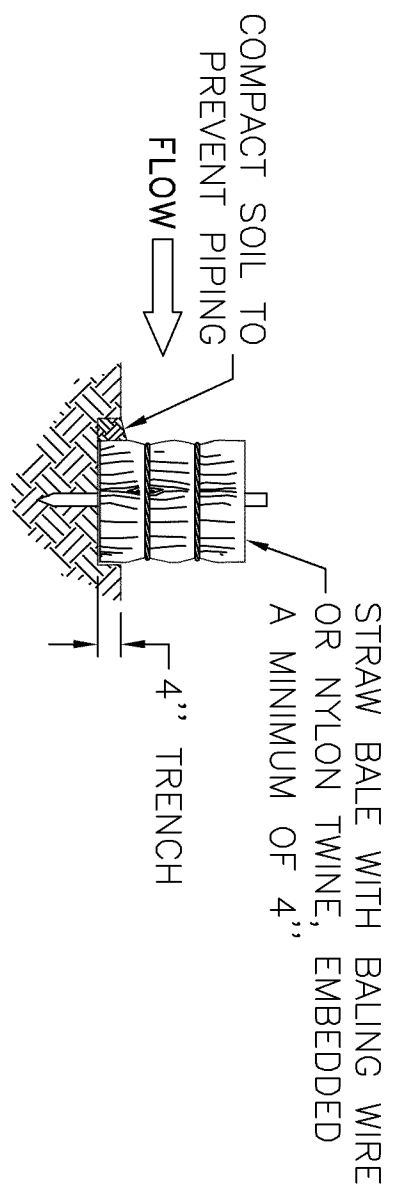


NOTE:

1. STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE WATTLE IN A TRENCH 3"-5" DEEP DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND THE WATTLE.

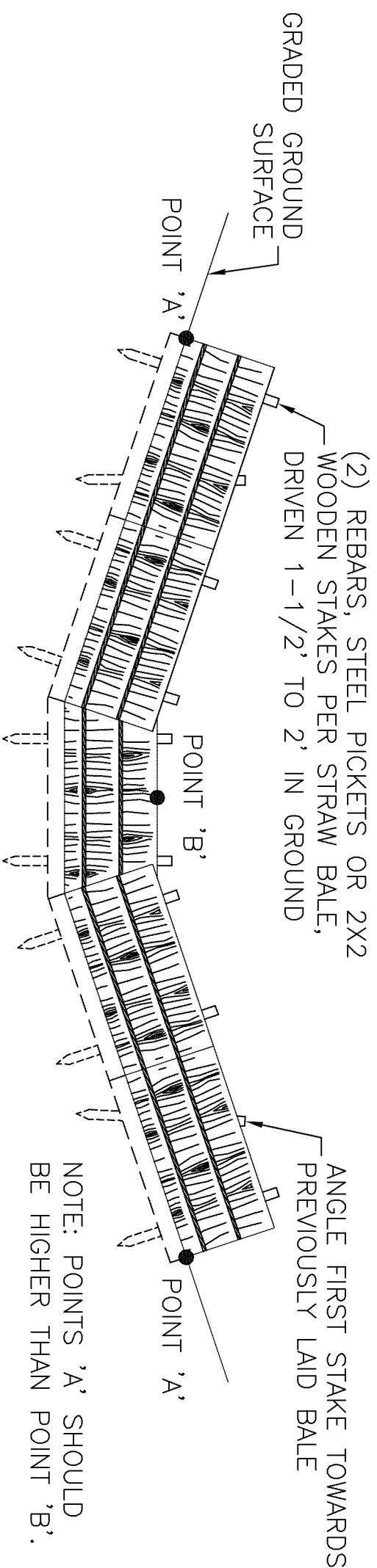
STRAW WATTLE DETAIL

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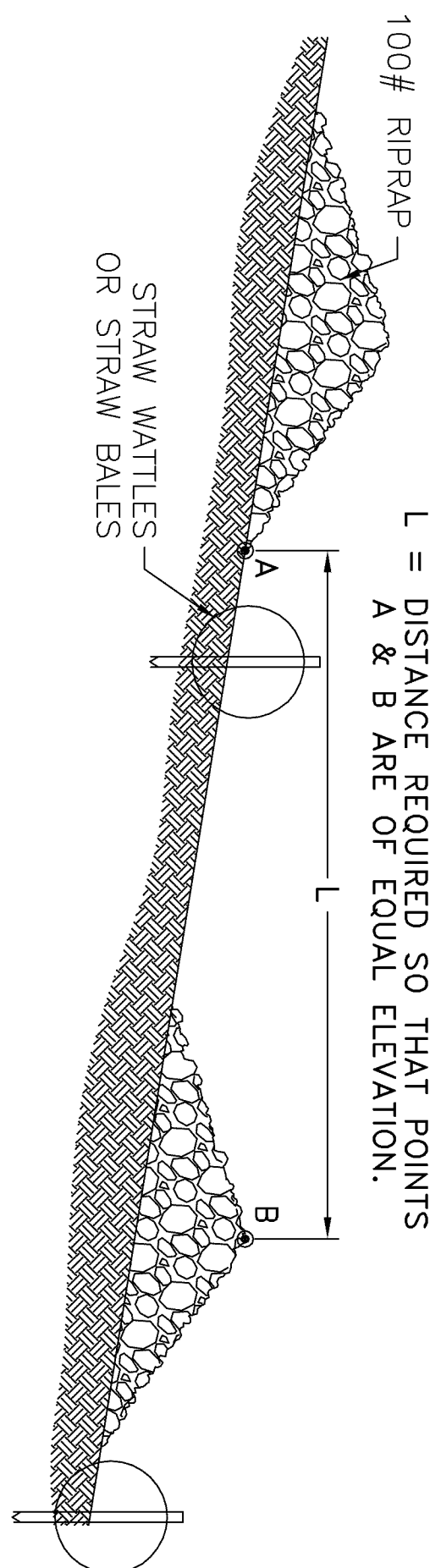


STRAW BALE CROSS-SECTION DETAIL

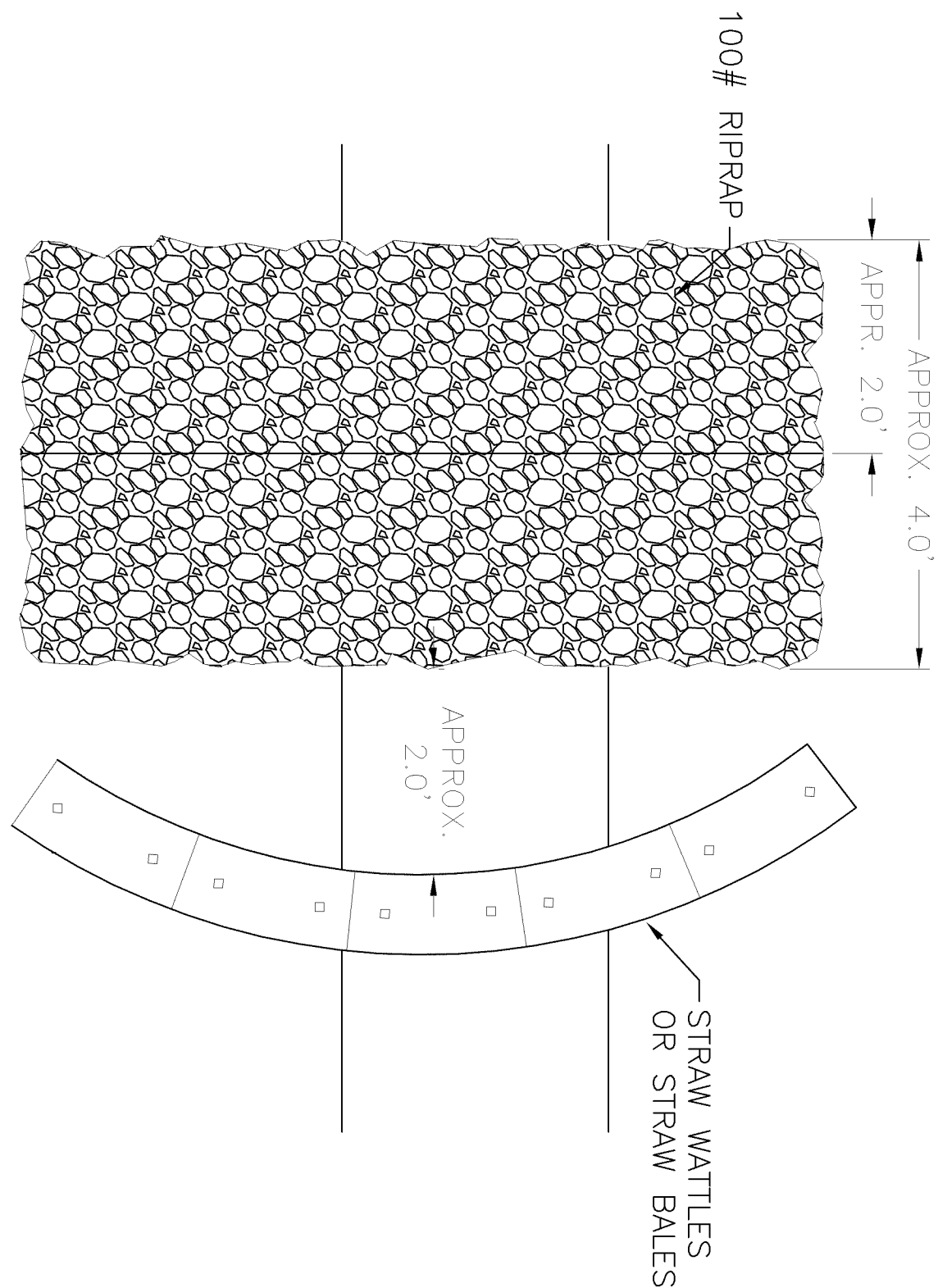
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SCALE: N.T.S.



ROCK CHECK DAM PLAN
SCALE: N.T.S.



ROCK CHECK DAM DETAILS
SCALE: N.T.S.

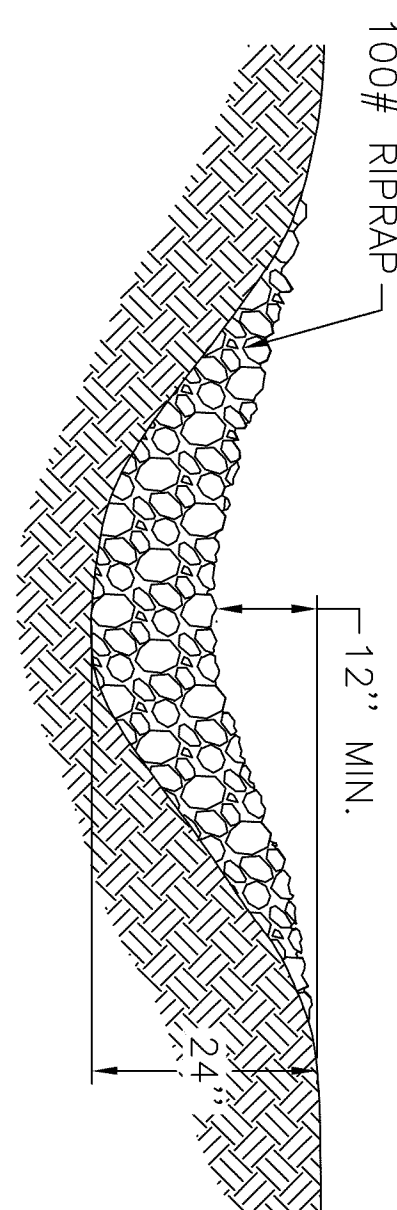
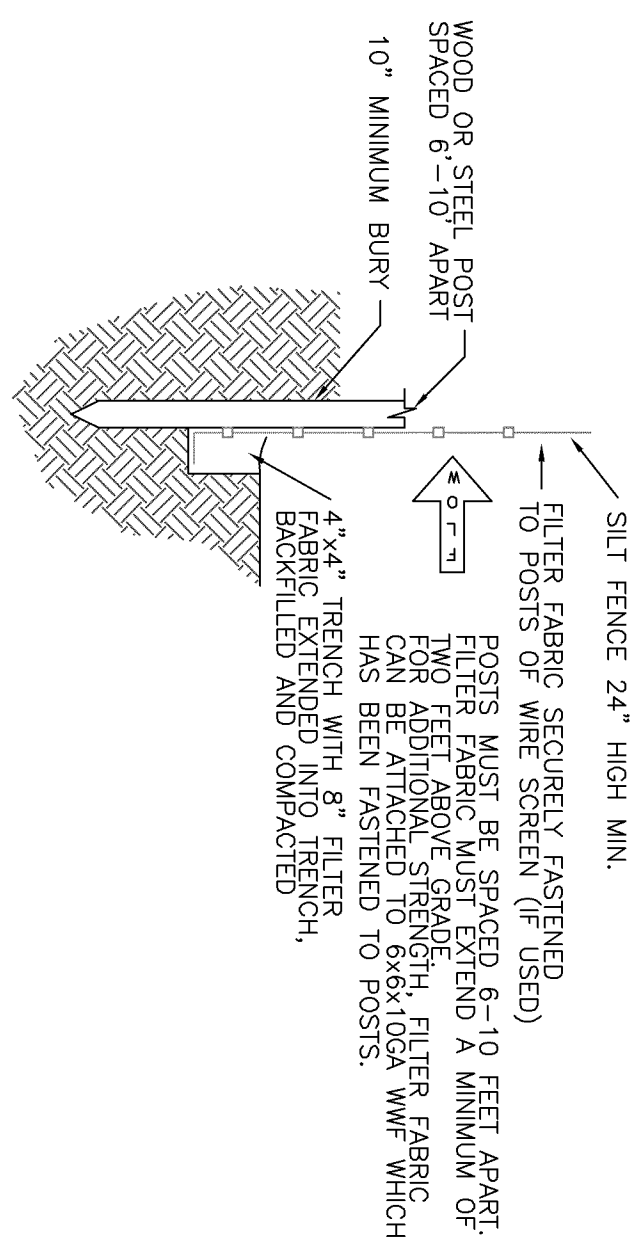


Diagram illustrating the connection of adjacent silt fences by twisting end posts around each other one full revolution, as shown in the typical section detail.

Labels: SILT FENCE, END POST, CONNECT ADJACENT SILT FENCES BY TWISTING END POSTS AROUND EACH OTHER ONE FULL REVOLUTION AS SHOWN, POUND POSTS INTO GROUND AND BURY SILT FENCE AS SHOWN IN SILT FENCE TYPICAL SECTION - DETAIL.



PROJECT NO. 12106.01.01		CADD FILE NAME 071812.DWG6 STW DET	
DRAWING 6		REVISION 0	
STORMWATER DETAILS			
 Eco-Systems, Inc. <i>Consultants, Engineers and Scientists</i> Jackson, MS • Meridian, MS • Mobile, AL Houston, TX • Atlanta, GA Hattiesburg, MS • Gulfport, MS			
MINERAL CREEK BANK STABILIZATION HATTIESBURG, MISSISSIPPI			
SCALE: AS SHOWN			
DRAWN: PML			
CHECKED:			
REVIEWED: JLA			
PROJECT MANAGER: MB			
DATE: 07/18/12			
CITY OF HATTIESBURG			
			
ISSUED FOR REVIEW		JMB	
DESCRIPTION OF REVISION		BY	
REV.		CURRENT DATE	
0		07/18/12	

CONTRACT DOCUMENTS, SPECIFICATIONS, & DRAWINGS

FOR

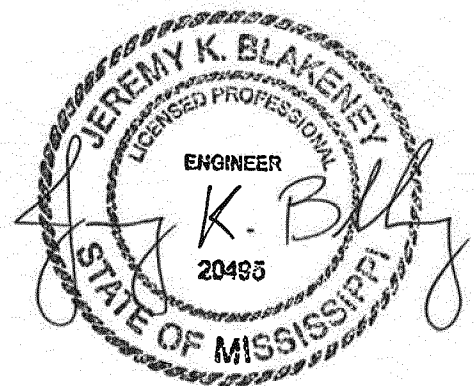
**MINERAL CREEK BANK
STABILIZATION**

Hattiesburg, Mississippi

Prepared for:

**City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401**

July 2012



Eco-Systems, Inc.
Consultants, Engineers, and Scientists





CONTRACT DOCUMENTS, SPECIFICATIONS, & DRAWINGS

FOR

**MINERAL CREEK BANK
STABILIZATION**

Hattiesburg, Mississippi

Prepared for:

**City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401**

July 2012

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9	Contract
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ENGINEERING DEPARTMENT

CITY OF HATTIESBURG, MISSISSIPPI

BID ON

MINERAL CREEK BANK STABILIZATION

**To Be Opened:
August 30, 2012
10:00 A.M.**

Name of Bidder: _____

Address of Bidder: _____

**Mississippi State Board of Contractor's
Certificate of Responsibility No.** _____



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NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on August 30, 2012** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**DRAINAGE IMPROVEMENTS TO
MINERAL CREEK AT J ED TURNER ROAD
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Eco-Systems, Inc., 6360 I-55 North, Suite 330, Jackson, Mississippi, 39211, upon deposit of \$100.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

**DRAINAGE IMPROVEMENTS TO
MINERAL CREEK AT J ED TURNER ROAD
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on 8-1-12 & 8-7-12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INSTRUCTIONS TO BIDDERS

IB-1 Introductory Information

A. Terms Defined

Terms used in these Instructions to Bidders and elsewhere through the Contract Documents are defined as:

1. "Addenda" - written changes or interpretations of the Contract Documents issued by the Owner prior to the opening of the Bids.
2. "Bid" - the formal offer of the Bidder submitted on the prescribed Bid Form, together with the required Bid security and all information that pertains to the performance of the work.
3. "Bidder" - any person, firm, corporation, or their duly authorized representative submitting a bid for the work.
4. "Bid Documents" - Bid Documents shall be the stapled papers consisting of:
 - a. Advertisement for Bid
 - b. Instructions to Bidders
 - c. General Conditions
 - d. NRCS-AS-43 General Provisions (Construction Contract)
 - e. NRCS Attachment A – Special Provisions
 - f. NRCS Attachment B – Special Provisions
 - g. Bid Form
 - h. Schedule of Prices
 - i. Contract
 - j. Bid Bond
 - k. Performance Bond
 - l. Specifications
 - m. General Information
 - n. Addenda

and any contract drawings, which, all together shall specify the Work and conditions upon which the bid is to be based.

5. "Change Order" - a written order signed by the Owner and accepted by the Contractor providing for an addition, deletion, or revision in the Work or an adjustment in the Contract Price or Contract Time issued after the execution of the Contract.
6. "Contract" - the entire Contract between Owner and Contractor as evidenced by the Contract Documents.

7. "Contract Documents" - all documents listed in paragraph IB-1, A., 4. "Bid Documents" properly executed after acceptance of the Bid, together with a list of manufacturers and suppliers whose products have been approved by the Owner, manufacturer's data submitted with the Bid, and Change Orders issued subsequent to the Contract Acceptance
8. "Contract Drawings" - the set of drawings prepared by the Owner to indicate the Work upon which the Bid is to be based, and drawings accompanying and forming the base for any Change Orders.
9. "Contract Price" - the total moneys payable to the Contractor under the Contract Documents.
10. "Contract Time" - the number of consecutive calendar days of 24 hours measured from midnight to the next midnight, or the dates stated in the Contract Documents for the completion of the Work.
11. "Contractor" - the party entering into the Contract for the performance of the Work or his duly authorized representative.
12. "Date of Contract" - the date set forth at the beginning of the Contract.
13. "Equipment" - all equipment, apparatus, devices, and parts thereof required as part of the Work and which may not properly be considered as "materials."
14. "Law" - the laws of the State of Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi.
15. "Notice of Award" - the written notice by Owner to the successful Bidder of the acceptance of his bid.
16. "Notice to Commence Work" - the written notice by Owner stipulating the date on which Contractor may occupy the site and which marks the state of counting contract time.
17. "Notice of Acceptance" - the written notice by Owner stating that contract obligations have been fulfilled and that the Work is complete and ready for Owner's acceptance.
18. "Owner" - the City of Hattiesburg.
"Owner's Representative" - Eco-Systems.
19. "Project" - the part of Owner's improvement program described in Section 01000 of the Specifications.

20. "Specifications" - the part of the Contract Documents containing descriptions of the special conditions affecting or related to the Work, and of a technical nature covering the equipment, materials, and workmanship required in the Work.
21. "Subcontractor" - an individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for a performance of a part of the Work at the site.
22. "Work" - any and all obligations, duties and responsibilities necessary to the successful completion of the Contract assigned to or undertaken by the Contractor under the Contract Documents including all bonds, insurance, labor, equipment, materials, services, and supervision.
23. "Written Notice" - shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or when sent by certified or registered mail to the last business address known to him who gives notice.
24. The words "acceptable," "equivalent," "approved," "reasonable," "satisfactory," "suitable," or like words shall mean the described object is deemed fit for its intended use by the Owner.
25. The words "responsible" or "responsibility" mean the party to which the term applies shall perform all activities, pay all costs, and assume all liability pertaining thereto.

B. Pre-qualification and Qualification of Bidders

1. Pre-qualification statement of Bidders will not be required.
2. If requested by the Owner, within one week after the Bid opening, a Bidder will promptly submit to the Owner statements showing his:
 - a. Financial responsibility.
 - b. Experience and performance records on similar work.
 - c. Ability to supply construction equipment and personnel to complete the Work within the Contract Time.



C. Familiarization with the Work

1. Before submitting his Bid, each prospective Bidder shall familiarize himself with the Work, the site where the work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Bid Documents and Contract Drawings and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid shall constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph. **A mandatory pre-bid meeting will be held at the project site at 10:00 AM on August 13, 2012.** A representative of the Contractor shall be present at this meeting. The purpose of this pre-bid meeting is to familiarize the potential bidders about the site and work to be performed at the above referenced facility. Bidder should direct questions regarding design of the Mineral Creek Bank Stabilization to Jeremy Blakeney, P.E. of Eco-Systems, Inc. Written questions should be submitted by mail, email, or fax to the address shown on

D. Use of Specified Equipment and Materials

1. Bids shall be based upon the use of equipment and materials of manufacturers and suppliers mentioned by name in the Bid Documents.
2. Substitutions will be considered only after the Date of Contract and only as set forth in the General Conditions.

E. Interpretation of Contract Documents to Prospective Bidders

1. Any prospective Bidder who discovers ambiguities or is in doubt as to the true meaning of any part of the Bid Documents or Contract Drawings shall promptly request the Owner for an interpretation thereof.
2. Interpretations will be made only by Addenda duly issued, and copies of each Addendum will be mailed or delivered to each Bid Documents holder of record.
3. Because of the time required to publish and deliver, no interpretation addenda will be issued within the last five days before the date of opening bids.



4. The Bidder shall be solely responsible for any interpretation of the Bid Documents other than by duly issued Addenda.

IB-2 Indirect Costs

A. Taxes

All applicable sales, use, compensating, and other taxes now imposed by any taxing authority on equipment and materials, and on labor (Social Security, Unemployment, and other taxes by whatever name) to be incorporated in the work, and on any and all other cost items entering into the Contract Price, shall be included in the Contract Price. The Bidder shall furnish taxing authorities any information or reports pertaining thereto as required.

B. Governmental Fees

The cost of all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by the Owner, shall be the responsibility of the Bidder and costs for same shall be included in the Bid Price.

C. Royalties

The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the Work shall be included in the Bid Price.

D. Utilities

Unless otherwise specified, the Bidder shall include in his Bid the cost of all electrical, water, sanitary, gas, telephone, and similar facilities and services required by him in performing the Work.

IB-3 Completion Time

The project must be completed by **October 12, 2012**.

IB-4 The Bid

A. Method of Bidding

Bids will be received on a unit rate basis as set forth in the bid form.



B. Preparation of the Bid

1. Prospective Bidders will be furnished two copies of the Bid Documents and Contract Drawings. One copy of the Bid Documents and Contract Drawings shall be returned to the Owner as the formal bid. The other copy of the Bid Documents and Contract Drawings may be retained by the Bidder. Supplemental data furnished by the Bidder as a part of the Bid shall be submitted in duplicate.
2. Bid Documents shall not, for any reason, be unstapled or unbound.
3. The Bid must be filled out in detail in **black ink** and signed by the Bidder. Each page of the Contract Drawings returned with the Bid shall be signed by the Bidder.
4. Bids by partnerships must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership must be shown below the signature.
5. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
6. Names of all persons signing must be printed below their signatures.
7. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder.
8. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed contract.

C. Manufacturer's Data Submitted with Bid

1. Each Bid must include two prints each of the manufacturer's data called for in the Specifications in addition to any other data submitted at the Bidder's option.
2. Data so submitted shall illustrate the physical characteristics of the equipment and materials to be furnished. Any deviations from the requirements of the Contract Documents shall be called to the attention of the Owner.



3. The Bid Documents and Contract Drawings shall take the precedence over any non conforming data submitted with the Bid.
4. Any Bid conditioned upon furnishing equipment or materials not responsive to or in conformance with the Bid Documents or Contract Drawings will not be considered.

D. Bid Security

1. Each bid must be accompanied by Bid Security, payable to the City of Hattiesburg, of the type and amount stipulated in the NOTICE TO BIDDERS.
2. The required security shall be in the form of a certified or bank cashier's check or a bid bond on the form attached.
3. Bid Bond must be executed by a surety meeting the requirements set forth in GENERAL CONDITIONS for surety bonds.
4. Bid security of the successful Bidder will be retained until he has executed the Contract and furnished the required surety bonds, whereupon certified or bank cashier's checks will be returned. If he fails to execute the Contract and furnish the surety bonds within fifteen days after the Notice of Award, his bid security shall be forfeited.
5. Regardless of any Notice of Award, the bid security of any bidder may be retained by the Owner until the earlier of ten days after the Contract is executed and the surety bonds are furnished by the Awardee or the fifty sixth day after the bid opening. Certified or bank cashier's checks of any Bidder whom Owner considers to have no chance of receiving the award will be returned within ten days after the date of the Bid opening.

E. Submission of Bid

1. Bid Documents with accompanying Bid Security and other information shall be sealed in an envelope marked on the outside with:

Name of Bidder

Bid for _____
(As shown in Notice to Bidders)

Date and Time: _____
(As shown in Notice to Bidders)



MS State Board of Contractor's
Certificate of Responsibility # _____

2. Deliver sealed Bid to the address designated in the NOTICE TO BIDDERS.
3. Bids received after the time and date designated in the Notice to Bidders will be returned to the Bidder unopened.

F. Modification or Withdrawal of Bid

1. Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed, and delivered to the place where bids are to be submitted at any time prior to the final time set for the Bid opening.
2. No Bidder may withdraw his Bid for a period of sixty days after bids are opened. Owner may at his sole discretion release any Bid at any time.

IB-5 Award of Contract

A. Bases of Award

1. Only bids showing firm prices will be considered.
2. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose bid compares favorably upon evaluation with other bids and indicates the award will be in the best interest of the Owner.
3. Owner reserves the right to reject any and all bids and to waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counterproposals.

B. Evaluation of Bids

The evaluation of Bids will include completion time, subcontractors (if any), suppliers and manufacturers to be used in the Work, and manufacturer's data on the equipment and materials to be incorporated.

C. Notice of Award

After considering the bases of award and evaluation of bids, the Owner shall within 5 days after the date of opening bids notify the successful Bidder of the acceptance of his bid (indicating which, if any, alternative bids have been accepted.)

GENERAL CONDITIONS

G-1 Intent of the Contract Documents

- A. It is the intent of the Contract Documents to provide for the proper and complete performance of the Work.
- B. The Contract Documents comprise the entire Contract between the Owner and the Contractor, and may not be modified except as provided in these General Conditions.
- C. The Contract Documents are complimentary and what is called for by any one is as binding as if called for by all.
- D. The precedence of the Contract Documents is as follows:
 - 1. Addenda or Modifications of any nature.
 - 2. The Specifications where, if there be a conflict, Owner will determine which stipulation best meets the intent of the design.
 - 3. The Contract Drawings, where the precedence shall be drawings of larger scale over those of smaller scale, and figured dimensions and noted equipment over graphic indications.
 - 4. Conflicts between Drawings and Specifications applicable codes and standards will be referred to the Owner for a decision thereon.
- E. In case of any conflict between manufacturer's data and the Bid Documents and Contract Drawings, the Bid Documents and Contract Drawings will take precedence unless the manufacturer's data conforms to data submitted with the Bid with a statement that the Bid is conditioned upon furnishing the materials and equipment defined in the manufacturer's data submitted therewith.
- F. Reference to known standards of any technical society, organization, or association or to codes of Local, State, or Federal authorities means the latest edition of such standard, code or tentative standard or code published and in effect at the date of the Notice to Bidders unless specified otherwise.
- G. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for equipment, materials, work, and are superseded by more stringent requirements of Drawings and Specifications when and where they occur.
- H. Materials or work described in words which, so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards.

- I. Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

G-2 Preliminary Matters

A. Time to Commence Work

1. Upon receipt of the Notice of Award, the Contractor shall make an appointment for a pre-construction conference in which:
 - a. The scope of the Work will be reviewed.
 - b. The materials and equipment to be furnished by the Contractor and the Work schedule will be reviewed.
 - c. A working understanding of their relationship during the conduct of the Work will be established by the Owner and the Contractor.
2. Contractor shall not move onto the site until the Owner has issued a written Notice to Commence Work.
3. Owner shall issue a written Notice to Commence Work upon completion of the following:
 - a. Receipt of acceptable copies of insurance policies and certificates, bonds, executed contracts, etc.
 - b. The conclusion of the pre-construction conference.

B. Time Starts to Run

The Contract Time starts to run on the date stated in the Notice of Award.

C. Execution of the Contract

1. The Owner shall furnish the Contractor with two counterpart copies of the Bid Documents. The Contractor shall affix properly executed surety bonds, and sign and date the Contract, and return both copies to the Owner.
2. Owner will sign the Contract, insert the date of his signature at the beginning of the Contract and return one copy to the Contractor within 5 days after receiving the counterpart copies signed by the Contractor.



3. Each of the counterpart copies of the Bid Documents shall be deemed an original copy.

G-3 Surety Bonds

- A. Coincident with the execution of the Contract, Contractor shall furnish to Owner a Performance Bond, drawn upon the forms included in these Contract Documents.
- B. Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Mississippi and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff, Bureau of Accounts, and the Treasury Department.
- C. Bonds shall be signed by an agent resident of the State of Mississippi. Date of Bonds shall be the same as the date of Contractor's signature on the Contract.
- D. Performance Bond shall be in the full Contract Price, guaranteeing the faithful performance of the Contract, and otherwise conditioned as required by Law.
- E. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of money or time involved. It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Time.
- F. At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to Owner for financial reasons, Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of the Owner within ten days after notice to do so.

G-4 Insurance

A. General

1. Contractor shall purchase and maintain at his expense insurance of such types and in such amounts as are specified herein to protect Contractor and Owner from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any Subcontractor or for whose acts Contractor or Subcontractor may be legally liable.
2. Such insurance shall cover claims for damages because of Bodily injury or death to Contractor's employees including claims brought under:
 - a. Workmen's Compensation Laws.
 - b. Disability Benefit Laws.



- c. Occupational sickness or disease laws.
- d. Other similar employee benefit laws.

- 3. Such insurance shall also cover claims for damages because of personal injury, bodily injury, sickness, disease or death of any person or persons other than Contractor's employees, and claims arising out of destruction of property including loss of use thereof.
- 4. Failure of Contractor to maintain proper insurance coverage will not relieve him of any contractual responsibility or obligation.

B. Forms of Coverage and Limits of Coverage Required

1. Workmen's Compensation and Employer's Liability Insurance

- a. Contractor, at his sole expense, shall comply with all the requirements of the Workmen's Compensation Laws of the State of Mississippi and shall furnish evidence of such compliance to Owner. Contractor, at his sole expense, agrees to carry Employer's Liability Insurance covering all operations and Work here under.
- b. The limits of all insurance purchased pursuant to this paragraph shall be not less than:
 - (1) Workmen's Compensation - Statutory
 - (2) Employer's Liability - \$250,000.00 per person.

2. Comprehensive Automobile Insurance

- a. Contractor, at his sole expense, agrees to carry Comprehensive Automobile Insurance covering all vehicles, owned, hired, or non-owned, licensed or not licensed, used in the operations and Work here under.
- b. The Limits of this insurance shall be not less than:
 - (1) Bodily Injury - \$250,000.00 each person.
\$500,000.00 each occurrence
 - (2) Property Damage - \$200,000.00 each occurrence
- c. Owner shall be named Insured on this insurance with respect to all claims arising out of the operations of Work here under.



3. Comprehensive General Liability Insurance

- a. Contractor, at his sole expense, shall purchase Comprehensive General Liability Insurance covering all operations and Work here under whether performed by Contractor, Subcontractor, or any agent, servant, worker, or employee of Contractor or Subcontractor or other person, firm, or corporation for whose acts Contractor may be liable.
- b. The property damage liability coverage under this policy shall contain no exclusion (commonly referred as X C & U exclusion) relative to property in the care, custody, or control of the insured.
- c. This insurance shall include Independent Contractors Protective Liability coverage.
- d. This policy shall include Personal Injury Liability Insurance.
- e. The limits of this insurance shall be not less than:
 - (1) Bodily Injury - \$250,000.00 each occurrence
 - (2) Property Damage - \$250,000.00 each occurrence

\$500,000.00 aggregate

4. Umbrella Policy

At the option of the Contractor, the Contractor, the coverages and minimum limits as required in paragraphs 1, 2, and 3 above may be furnished by use of an "Umbrella Liability Insurance Policy."

G-5 Site Conditions

A. Availability of Lands

- 1. The Owner shall make available, as indicated in the Contract Documents, not later than the date when needed by the Contractor, the lands upon which the Work is to be done, easements and permits for access thereto, and any other lands designated for use by the Contractor.
- 2. Easements for permanent facilities or permanent changes in existing facilities shall be obtained and paid for by the Owner unless otherwise specified.

3. Contractor shall confine his operations to the construction limits indicated and be responsible for obtaining any additional space desired for temporary construction facilities or storage of equipment and materials; or additional easements desired for access.

B. Position, Gradient and Alignment

1. All Work shall be done to the lines, elevations and grades indicated.
2. Owner will furnish a minimum of one bench mark and one base line, or two reference points to enable Contractor to lay out and properly construct the Work.
3. All monuments, bench marks, reference points and stakes established by the Owner shall be carefully preserved; and in the case of his destruction of the same, Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistakes or loss of time that may result from their loss or disturbance.
4. The locations of known underground utilities, facilities, and obstructions, if known, are shown on the Contract Drawings, but the accuracy of such representation on the Contract Drawings or the presence of other underground obstructions and facilities is not guaranteed. The Contractor is responsible for accurately locating all underground utilities, obstructions, and facilities which may interfere with the Work and for repairing any damages which may be done to them by his operations.
5. The Contractor shall call to the attention of the Owner any reference lines, points or bench marks which may have been disturbed or which seem to be off line or grade.

G-6 General Rules of the Contract

A. Work by Owner and Others

1. Owner reserves the right to perform various activities with its own force and to let other contracts in connection with the Project. Contractor shall afford the Owner and other Contractors reasonable opportunity for the introduction and storage of their equipment, materials and construction equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.
2. If any part of Contractor's Work depends for proper execution or results upon the work of Owner or other Contractor, Contractor shall inspect such work immediately upon its completion, or as soon thereafter as it is

available to him, and promptly report to Owner any defect in such work which renders it unsuitable for such proper execution and results. His failure so to inspect and report within ten days after such work is available to him for inspection shall constitute an acceptance of Owner's or other Contractor's work as fit and proper for the reception of his Work, except as to defects which may develop in such work during or after the execution of Contractor's Work.

3. Wherever work being done by Owner's forces or by other Contractors is contiguous to Contractor's Work, the work of each of the various interests involved will be scheduled as agreed in coordination conferences to secure completion of the various portions of the Project in general harmony.

B. Legal Restrictions, Permits and Regulations

1. The Contractor shall be responsible for obtaining all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work and which are not specified to be obtained by Owner. Owner shall assist Contractor in such matters when necessary.
2. Contractor shall give due and adequate notices to those in control of all properties which may be affected by his operations, and shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. If the Contractor observes that the Contract Documents are at variance therewith, he shall give the Owner prompt written notice thereof and any necessary changes will be adjusted as provided for in these General Conditions.
3. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to Owner, he shall bear all costs arising there from; however, it shall not be his prime responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules and regulations.

C. Remedies Not Exclusive

The duties and obligations imposed by these Contract Documents and the rights and remedies available here under and in particular, but without limitation, the warranties, guarantees and similar obligations imposed upon Contractor, and the rights and remedies available to Owner here under will be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

G-7 Contractor's Responsibilities and Rights

A. Supervision

1. The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction used.
2. The Contractor shall keep on the Work at the Project Site during its progress a competent superintendent and any necessary assistants against whom Owner has no reasonable objection.
3. The superintendent shall represent the Contractor in the Contractor's absence and all communications to him shall be as binding as if given to the Contractor.

B. Duty to Examine and Compare Contract Documents

1. Before starting and throughout the progress of the Work, the Contractor shall carefully reexamine and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He shall at once report in writing to Owner any conflict, error or discrepancy which he may discover and obtain an interpretation from the Owner before proceedings with any work affected thereby; however, he is not liable to the Owner for his failure to discover any conflict, error or discrepancy in the Contract Drawings or Specifications.
2. Any conflict, error or discrepancy discovered by Contractor, or which he should have discovered through proper examinations and comparisons and which is not reported at least ten days before the date scheduled for starting that portion of the Work affected thereby, will not be grounds for claims for extensions of the Contract Time.

C. Safety and Protection

1. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury and loss to:
 - a. All employees on the Work and other persons who may be affected thereby.
 - b. All the Work and all equipment and materials to be incorporated therein, whether in storage on or off the site.

- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities except as designated for removal, relocation or replacement as part of the Work.
2. The Contractor shall comply with all applicable Federal, State, and Local safety laws and building codes.
3. The Contractor shall designate a responsible member of his organization on the site whose duty shall be the enforcement of safety and health regulations.
4. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the entire Work is completed and Owner has issued Notice of Acceptance.

D. Emergencies

1. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto the Contractor, without special instructions or authorization from the Owner, is obligated to act at his discretion to prevent threatened damage or loss. He shall give the Owner prompt written notice of any significant changes in the Work or deviations in the Contract Documents caused thereby. A modification in the form of a Change Order may be issued covering the changes and deviations involved.
2. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of Contract Time, he may make a claim therefore and request a Change Order as provided in these General Conditions.

E. Subcontractors, Suppliers, and Manufacturers

1. Contractor shall not deviate from any list of subcontractors, suppliers, or manufacturers submitted prior to Notice of Award except with the written approval of the Owner.
2. Contractor shall not use any other Subcontractor, suppliers or manufacturer to whom Owner has objection.
3. The Contractor shall not be required to use any subcontractor, supplier, or manufacturer against whom he has a reasonable objection.
4. The Contractor shall be as fully responsible to the Owner for the acts and omission of all his subcontractors, suppliers, and manufacturers and of



persons employed directly or indirectly by them as he is for the acts and omissions of persons directly employed by him.

5. Acceptance of any subcontractor, supplier, or manufacturer by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in accordance with the Contract Documents.
6. Contractor shall bind specifically every subcontractor, supplier, and manufacturer to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.
7. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor, supplier, or manufacturer and Owner or any obligation on the part of the Owner to pay or to see to the payment of any moneys due any subcontractor, supplier, or manufacturer except as otherwise provided for by law. Owner may, if so requested and to the extent practicable, furnish to any subcontractor, supplier, or manufacturer evidence of amounts paid to Contractor on account of Work furnished or performed by said subcontractor, supplier, or manufacturer in accordance with Contractor's schedule of values.

F. Labor, Equipment, Materials, and Workmanship

1. Unless otherwise specified, all equipment and materials incorporated in the Work shall be new and of good quality. All workmanship must be of first-class quality.
2. All equipment and materials incorporated in the Work shall be designed to meet the applicable safety standards of Federal, State, and Local laws and regulations.
3. Contractor shall, if required, furnish satisfactory evidence as to the source, kind and quality of materials and equipment.
4. Contractor shall furnish, or require his subcontractors to furnish proper tools and equipment and the services of all mechanics, laborers, and other employees necessary in the construction and execution of the Work and the placing of all equipment in service.
5. All equipment and materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.

6. Employees of the Contractor and of his subcontractors shall be competent and willing to perform the Work required of them. Any employee who is disorderly, intemperate, or incompetent, or who neglects or refuses to perform his work shall be discharged and shall not be re-employed except with the consent of the Owner.

G. Substitute Equipment or Materials

1. Throughout the Contract Documents certain types of equipment or kinds of materials are specified by manufacturer's names or trade names and catalog numbers. Products of manufacturers other than those specified may be accepted if it is proved to the satisfaction of the Owner they are equal or better in quality or serviceability, that their use will not require revisions of related work, and that there will be an advantage to the Owner.
2. When the words NO SUBSTITUTE or NO SUB occur in the Specifications or on the Contract Drawings, no substitute of equipment or materials for those names will be allowed.

H. Construction Records

1. The Contractor shall keep one record copy of all Contract Documents at the site in good order and annotated to show all changes made during the construction process.
2. These shall be available to the Owner for his inspection at all times and must be delivered to him upon completion of the Work.

I. Contractor's Right to Stop Work or Terminate Contract

If the Work should be stopped under an order of any court or other public authority or by Owner for a period exceeding sixty days, through no act or fault of the Contractor or of anyone employed by him, Contractor may, upon ten days' written notice to the Owner, stop the Work or terminate this Contract and recover payment from the Owner for all work executed and for all equipment and material delivered to and left on the site or accepted by the Owner up to the amount of equipment and materials needed to complete the Work. Such payment shall be made in accordance with the method shown under "Addition, Omitted, or Changed Work."

J. Indemnification

1. Contractor shall indemnify and hold harmless Owner and his agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Work provided that such claim, damage, loss or expense:



- a. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use there from, and
 - b. Is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, manufacturer or supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified here under.
2. In any and all claims against the Owner or any of his agents or employees by any employee of the Contractor, any subcontractor, manufacturer, or suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, manufacturer, or supplier under Workmen's Compensation acts, disability benefit acts, or other employee benefit acts.

K. Prompt Written Notice of Claim Required

Should the Contractor claim extra compensation, injury or damage because of any error, omission, or act of Owner or of any of his agents or employees or any other person for whose acts they may be legally liable, claim must be made in writing to Owner promptly after his first observation of the error, omission or act giving rise to the claim. Thereafter, the Contractor shall, at the time and in the form requested by the Owner, furnish the Owner with a detailed and current statement and accounting for the basis of the claim.

G-8 Owner's Responsibilities and Rights

A. Owner's Right to Correct or Complete the Work

If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract including cleaning up, the Owner, after ten days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

B. Owner's Right to Suspend Work

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period or successive periods of not more than sixty days in the aggregate by notice in writing to the Contractor which will fix the date on which the Work will be resumed. The Contractor shall resume the Work on the date so



fixed. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension ordered by Owner without cause if he makes a claim therefore as provided in these General Conditions.

C. Owner's Right to Terminate Contract

1. Owner may, without prejudice to any other right or remedy, and after giving Contractor and his surety ten days written notice, terminate the services of the Contractor and take possession of the site and all equipment, materials, tools and construction equipment thereon and finish the Work by whatever method he may deem expedient if the Contractor becomes unacceptable for any of the following reasons:
 - a. If he is adjudged a bankrupt or insolvent.
 - b. If he makes a general assignment for the benefit of his creditors.
 - c. If he files a petition to take advantage of any debtor's act or reorganize under the bankruptcy or similar law.
 - d. If a trustee or receiver is appointed for the Contractor or for any of his property.
 - e. If he persistently or repeatedly refuses or fails, except in cases for which extension of the Contract Time is provided, to supply proper supervision, acceptable equipment or materials, or enough skilled workmen, tools, and construction materials.
 - f. If he fails to make prompt payments to subcontractors, suppliers or manufacturers for labor, equipment, or materials.
 - g. If he persistently disregards laws, ordinances, or the authority of the Owner.
 - h. If he is guilty of a violation of any provision of the Contract Documents.
2. In such case, the Contractor shall not be entitled to receive any further payment(s) until the Work is finished.
3. If the unpaid balance of the contract price exceeds the direct and indirect costs of finishing, or otherwise obtaining the Work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor.

4. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

D. Prompt Written Notice of Claim Required

Should Owner claim compensation, injury or damage because of any error, omission or act of the Contractor, his subcontractors, agents or employees, or any other person for whose acts he may be legally liable, claim must be made in writing to the Contractor promptly after the first observation of the error, omission or act giving rise to the claim.

G-9 Additional, Omitted, or Changed Work

A. Changes in the Work

1. The Owner, without invalidating the Contract, may order additional work or make changes by altering, adding to, or deducting from the Work, the Contract Price being adjusted accordingly. All such work shall be executed under the conditions of the Contract Documents and be subject to the same inspection and tests as though initially included therein. Any claim for extension of the Contract Time caused thereby will be adjusted at the time of ordering such change.
2. The Owner may order minor changes in the work to accommodate unforeseen circumstances and not inconsistent with the overall intent of the Contract Documents. If the Contractor believes that any change ordered by the Owner entitles him to a change in the Contract Price or Contract Time, he shall make a written statement of claims to the Owner. The statement shall be delivered to the Owner prior to beginning the portion of the Work affected by the Change. Any change in the Contract Price or Contract Time will be incorporated in a Change Order.
3. Except in an emergency endangering life or property, no extra Work or change involving time or cost not provided for in the Contract shall be performed unless in pursuance to a Change Order which will state the location, character, amount, and price or an extension to the Contract Time will be valid unless so ordered.

B. Changes to the Contract Price

1. The Contract Price may be adjusted only by a Change Order (except for adjustments for variations in quantities at unit prices named in the Bid). The Contract Price constitutes the total compensation payable to the



Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor in accomplishing the Work shall be at his expense.

2. Increase in wage rates, whether due to labor contracts or otherwise, will not be grounds for adjustment to the Contract Price.
3. Adjustment to the Contract Price for extra work or changes ordered by Owner will be determined by:
 - a. By unit prices named in the Bid for named items.
 - b. For items for which unit prices are not named, by
 - (1) The Contractor's cost plus a percent, or
 - (2) A lump sum price.
4. The Contractor's cost is hereby defined for purposes of this article 3.b. (1) to be the amounts required to pay subcontractors plus the costs of his own work as follows:
 - a. Labor costs.
 - (1) The payroll cost for all workmen such as foreman, mechanics, craftsmen, and laborers.
 - (2) All incidental labor expenses as a direct result of the performance of the Work, including payroll taxes, Workmen's Compensation, pension and retirement allowances, and social insurance or regular payroll charges on same.
 - b. Equipment and Material Costs
 - (1) The cost of all equipment and materials required and delivered to the construction site which is not furnished by the Owner or others.
 - (2) Sales and use taxes applicable to such equipment and materials.
 - c. Supplemental Costs
 - (1) Rental for all power driven equipment at agreed upon rates will be charged against additional or changed work for only



the actual time for which such equipment is specifically used therefore.

- (2) Transportation charges necessarily incurred in connection with such equipment which is not already on the site.
 - (3) Cost of power, fuel, and lubricants and water supplied for such equipment.
 - (4) Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the additional or changed Work.
- d. The above definitions and requirements apply equally to Work done by subcontractors, suppliers and manufacturers.
- e. **The percentage to be added to the several items of Contractor's Cost under method 3.b. (1) are as follows:**
- (1) **Amounts paid to Subcontracts - ten percent.**
 - (2) **Labor Costs - fifteen percent.**
 - (3) **Equipment and material costs - ten percent.**
 - (4) **Supplemental costs - none.**
- f. The above percentages include all other costs and full compensation for profit, overhead, superintendence, field office expense, and all other elements of cost not included in "Contractor's Cost" as herein defined.
- g. The Contractor shall keep and present in an acceptable form an accurate account with vouchers of the several items of cost, including those of subcontractors, on changed or extra work done under methods 3.b.(1) and 3.b.(2).
5. Changed work will be adjusted considering separately the parts of Work added and the parts omitted. The amount of adjustment for parts omitted will be estimated at the time the omission is authorized, and the agreed adjustment will be deducted from the Contract Price.
6. The Contractor is not entitled to claim for damages for anticipated profits on any portion of the Work that may be omitted.

7. Owner reserves the right to obtain any or all extra work from persons or firms other than the Contractor or to do such work with his own forces.

D. Changes to the Contract Time

1. The Contract Time may be adjusted only by a Change Order. The Contractor, in undertaking to complete the Work within the Contract Time, has taken into consideration and made allowances for all the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.
2. Adjustments to the Contract Time will be made for delays in completion of the Work from causes beyond the Contractor's control, including the following:
 - a. Federal embargoes, priority orders, or other restrictions imposed by the United State Government.
 - b. Unusual delay in fabrication or shipment of equipment or materials required in the Work, whether ordered by the Contractor, or furnished by the Owner or by others.
 - c. Abandonment of the Work by the men engaged thereon through no fault of the Contractor.
 - d. Delays caused by court proceedings.
 - e. Change orders.
 - f. Neglect, delay or default of any other Contractor employed by the Owner.
 - g. Weather conditions resulting in unusual construction delays.
 - h. Conflicts, errors, or discrepancies in the Bid Documents or Contract Drawings reported to Owner as provided in these General Conditions.
3. The Contractor has no right to damages for any such causes of delay, but the Owner shall award Extensions of Contract Time on account of such causes of delay, provided that adequate evidence is presented to enable Owner to determine with exactness the extent and duration of delay for each item involved.



4. No extension to the Contract Time will be granted for delays involving only portions of the Work, or which did not directly affect the time required for completion of the entire Work.
5. Any claim for an extension of the Contract Time shall be delivered in writing to the Owner within ten days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim will be incorporated in a Change Order.

G-10 Rules Governing Acceptance of the Work

A. Warranty and Guarantee

1. The Contractor warrants and guarantees to the Owner that all equipment and materials will be new unless otherwise specified and that all Work will be of good quality and free from defects and in accordance with the Contract Documents and of the requirements of any inspections, tests or approvals provided for in the Contract Documents.
2. The Contractor guarantees to remedy promptly and without cost to the Owner any defective equipment, materials, or workmanship which appear within one year after the date of Notice of Acceptance.
3. All equipment and materials furnished by the Contractor for the Work shall carry a written guarantee from the manufacturer or supplier of such items when called for in the Specifications. Such guarantee shall cover and name all provisions set forth above and as may be called for in the Specifications. Written guarantees shall be submitted to the Owner with the Bid Documents and such guarantees will be reviewed by the Owner's attorney.
4. No provision in the Contract Documents or any specified guarantee time limit shall be held to limit the Contractor's liability for defects to less than the legal limit of liability in accordance with the law.

B. Access to the Work

The Owner and his representatives shall have access to the Work at all times during working hours. The Contractor shall provide proper facilities for safe access and observation of the Work and also for inspection or testing thereof by public authorities or others.

C. Tests and Inspections

1. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by some public authority, the Contractor shall give the Owner timely notice of the readiness therefore. Contractor shall assume all responsibility for such inspections and tests and shall furnish the Owner the required certificates of inspection, testing or approval.
2. Tests and inspections called for in these Contract Documents not otherwise prescribed by Law will be in accordance with Standards set forth in the Specifications.
3. No inspection, test or approval will be construed to relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

D. Defective Work

1. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval or acceptance required by Law or the Contract Documents.
2. Any defective Work may be disapproved or rejected by Owner at any time before final acceptance.
3. Prompt notice will be given by the Owner to the Contractor of all defects as they become evident.

E. Stopping Defective Work in Progress

If the Work is defective or the Contractor fails to supply sufficient skilled workmen or suitable equipment or materials, the Owner may order the Contractor to stop the work or any portion thereof until the cause for such order has been eliminated; however, this right of Owner to stop the work will not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

G-11 Removal and Replacement of Rejected Defective Work

- A. All rejected defective Work, whether or not fabricated, installed or completed, shall be removed from the site and replaced with acceptable work.



- B. If the Contractor does not removed and replace the defective work within a reasonable time, all as specified in the written notice from the Owner, the Owner may, as provided in these General Conditions:

1. Stop the Work, or
2. Remove and replace the rejected work. All direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid for by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by the removal and replacement of his defective Work. Rejected equipment and materials removed from the work by the Owner shall be removed from the site by the Contractor if so directed by the Owner within ten days of written notice of availability. Equipment and materials not removed within such time may be sold by Owner and the net proceeds there from deducted from the expense of removal and replacement chargeable to the Contractor. An appropriate deductive Change Order will be issued to cover all costs incurred by the Owner in connection with the removal and replacement of defective work.

C. Correction or Repair of Defective Work

1. If required by the Owner, the Contractor shall promptly correct or repair any defective Work, whether or not fabricated, installed or completed.
2. If the Contractor does not correct or repair such defective work within a reasonable time, all as specified in a written notice from the Owner, it may be rejected as specified in the preceding paragraph or Owner may have the deficiency corrected by his own forces or by others. All direct and indirect costs of such correction or repair, including compensation for additional professional services, shall be paid for by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by correction or repair of his defective work. An appropriate deductive Change Order will be issued to cover all costs incurred by the Owner in connection with the correction or repair of defective work.

D. Acceptance of Defective Work

If instead of requiring correction, repair, or removal and replacement of defective work, the Owner deems it expedient to accept it, he may do so. In such case, if acceptance occurs prior to the approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the Contractor to the Owner.

E. Correction of Defective Work during the Guarantee Period

1. If, during the guarantee period, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective work, or if it has been rejected by the Owner, remove it from the site and replace it with acceptable work.
2. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
3. The Contractor shall also bear the expenses of making good all other Work destroyed or damaged by the correction or removal and replacement of the defective work.
4. The Owner shall give notice of observed defects with reasonable promptness.
5. Under emergency conditions, the Owner may remedy defective work without waiting for action by the Contractor. The Owner will notify the Contractor immediately of the circumstances and actions taken and the Contractor shall pay all reasonable substantiated costs of such actions.

G-12 Payment and Completion

A. Contractor's Warranty of Title

The Contractor warrants and guarantees that title to all work, equipment, and materials covered by the final payment will pass to Owner at the time of final payment, free and clear of all liens, claims, security interests, and encumbrances (referred to in these General Conditions as "Liens").

B. Final Inspection and Acceptance

1. The Owner will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Owner. In making such progress payments, there shall be 10% of the total estimated amount retained until final completion and acceptance of the work.
2. Upon written notice from the Contractor that he considers all Work complete, the Owner will make a final inspection with the Contractor and



will notify the Contractor in writing of any particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall promptly make all completions and corrections as are necessary to remedy such deficiencies.

3. After the Contractor has remedied all deficiencies to the satisfaction of the Owner and delivered all construction records, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, Owner will issue a "Notice of Acceptance" to the Contractor that the Work is acceptable subject to the provisions set forth under "Waiver of Claims."

C. Final Payment

1. The Contractor shall furnish the Owner with complete and legally effective releases or waivers satisfactory to the Owner that all Liens arising out of the Contract Documents and the labor and services performed and the equipment and material furnished hereunder. In lieu thereof and as acceptable to Owner the Contractor may furnish receipts or releases in full with an affidavit of the Contractor that the releases and receipts include all labor, services, equipment and material for which a Lien could be filed, and that all payrolls, equipment and material bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible have been paid or otherwise satisfied; and consent of the surety to final payment. If any subcontractor, manufacturer or supplier fails to furnish a release or receipt in full, the Contractor may furnish a Bond satisfactory to the Owner to indemnify him against any Lien.
2. Within ten days after the latter of the date of the Notice of Acceptance or the receipt of satisfactory evidence of releases and waivers of Liens and affidavit of the Contractor that all liens have been satisfied the Owner shall pay to the Contractor the total amount due including the retainer.

D. Waiver of Claims

The making and acceptance of the final payment shall constitute:

1. A waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from defective Work appearing after Final Inspection, or for failure to comply with the requirements of the Contract Documents or the terms of any special guarantees therein, and
2. A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

E. Contractor's Continuing Obligation

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither preparation of the final pay estimate, nor any payment by the Owner to the Contractor under the Contract Documents, nor any utilization of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor failure to do so, nor any failure to give prompt notice, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents, except that which is specifically covered in Section G-11 "Acceptance of Defective Work."

G-13 NRCS-AS-43

In addition to the General Conditions provided in the above contract, NRCS-AS-43 General Provisions (Construction Contract) is a part of the contract and shall take precedence over the above General Conditions if conflicting conditions are identified.



GENERAL PROVISIONS

(CONSTRUCTION CONTRACT)

1. DEFINITIONS

Terms used or referred to herein are defined as follows: (a) Contracting Local Organization: The organization or agency awarding the contract.

(b) Contracting Officer: The person who is designated and authorized to enter into and administer this contract on behalf of the Contracting Local Organization or his duly appointed successor or authorized representative.

(c) Engineer: The person or his representative who is responsible for determining that the construction work conforms to the technical requirements as set forth in the drawings and specifications.

2. SPECIFICATIONS AND DRAWINGS

The contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

(a) The contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs):

(2) In the method or manner of performance of the work:

(3) In the Contracting Local Organization-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work:

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under the clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: *Provided, however,* That except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: *And provided further,* That in the case of defective specifications for which the Contracting Local Organization is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4. DIFFERING SITE CONDITIONS

(a) The Contractor shall, promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site of an unusual nature, differing from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefor may be extended by the Contracting Officer.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

5. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Contracting Local Organization may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event the Contracting Local Organization may take over the work and prosecute the same completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Contracting Local Organization resulting from his refusal or failure to

complete the work within the specified time.

(b) If fixed and agreed liquidated damages are provided in the contract and if the Contracting Local Organization so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times as may be required for final completion of the work together with any increased costs occasioned the Contracting Local Organization in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the Contracting Local Organization does not so terminate the Contractor's right to proceed, the resulting damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Contracting Local Organization in its contractual capacity, acts of another contractor in the performance of a contract with the Contracting Local Organization, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract,) notifies the Contracting Officer in writing of the cause of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, such an extension is justified.

(e) The rights and remedies of the Contracting Local Organization provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(f) As used in paragraph (d) (1) of this clause, the term Subcontractors and Suppliers at any tier.

6. CLAIMS

Any claim by the Contractor arising by virtue of this contract which is not disposed of by agreement shall be

submitted in writing, together with any written and oral evidence' is support thereof, to the Contracting Officer for decision. Before making a decision the Contracting Officer shall notify the Contractor that any additional written and/or oral evidence in support of the claim may be presented to the Contracting Officer within 30 days from receipt by the Contractor of such notification, or within such further period of time as may be granted by the Contracting Officer. The Contracting Officer shall make his decision in writing and mail or otherwise furnish a signed copy thereof to the Contractor. Pending the decision of the Contracting Officer the Contractor shall proceed diligently with the performance of this contract.

7. PAYMENTS TO CONTRACTOR

(a) The Contracting Local Organization will pay the contract price as hereinafter provided.

(b) The Contracting Local Organization will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on site and preparatory work done to be taken into consideration. Material delivered to the contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(c) In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a payment to be made, he may authorize such payment to be made in full without retention of a percentage. Also, whenever the work is substantially complete, the adequate for protection of the Contracting Local Organization and, at his discretion may release to the contractor all or a portion of any excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may

be made therefor without retention of a percentage.

(d) All material and work covered by progress payments shall thereupon become the sole property of the Contracting Local Organization to require the fulfillment of all of the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid after the Contractor shall have furnished the Contracting Local Organization with a release of all claims against the Contracting Local Organization, arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned, a release may also be required by the assignee.

8. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material article, or process which in the judgment of the Contracting Officer, is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer deems incompetent, careless, or otherwise objectionable.

9. INSPECTION AND ACCEPTANCE

(a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of component) shall be



subject to inspection and test by the Contracting Local Organization at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Contracting Local Organization and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Contracting Local Organization shall be constructed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Contracting Local Organization after acceptance of the completed work under the terms of paragraph (F) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Contracting Local Organization not to conform to the contract requirements, unless in the public interest the Contracting Local Organization consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Contracting Local Organization (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with the clause of this contract entitled "Termination for Default-Damages for Delay-Time Extensions."

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspection and test by the Contracting Local Organization shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contracting Local Organization reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when reinspection or retest is necessitated by prior rejection.

(e) Should it be considered necessary or advisable by the Contracting Local Organization at any time before acceptance of the entire

work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Contracting Local Organization shall be made as promptly as practicable after completion and inspection of all work required by this contract, or that portion of the work that the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or as regards the Contracting Local Organization's rights under any warranty or guarantee.

10. SUPERINTENDENCE BY CONTRACTOR

The Contractor, at all times during performance and until the work is completed and accepted, shall give his personal superintendence to the work or have on the work a competent superintendent, satisfactory to the Contracting Officer and with authority to act for the Contractor.

11. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Contracting Local Organization, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

12. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Contracting Local Organization. The Contracting Local Organization assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Contracting Local Organization are expressly stated in the Contract.

13. OTHER CONTRACTS

The Contracting Local Organization may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Contracting Local Organization employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Contracting Local Organization employees.

14. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Contracting Local Organization and its officers, agents and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Contracting Local Organization of supplies furnished or construction work performed hereunder.

15. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Contracting Local Organization, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Contracting Local Organization, or if the contract price is increased to such an extent that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer, the Contractor

shall promptly furnish such additional security as may be required from time to time to protect the interests of the Contracting Local Organization and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

16. LAND RIGHTS

(a) Adequate land rights needed in order to perform the work under this contract have been acquired by or on behalf of the Contracting Local Organization. The right to enter, remove, or otherwise make use of adjacent property, roads, utility lines, fences, and other improvements not included within the land rights provided shall be the sole responsibility of the Contractor.

(b) Where ingress and egress is not defined on the drawings, the Contracting Officer shall designate the right-of-way to be used.

17. RECORDS OF TEST PITS AND BORINGS

The Contracting Local Organization does not represent that the available records show completely the existing conditions and does not guarantee any interpretation of these records. The Contractor assumes all responsibility for deductions and conclusions as to the nature of rock and other materials to be excavated, the difficulties of making and maintaining the required excavations and of doing other work affected by the geology of the site of work, and for the final preparation of the foundations for the spillway, dikes, and other structures.

18. MATERIALS TO BE FURNISHED BY THE CONTRACTOR

(a) Unless otherwise specified in this contract, the Contractor shall furnish all materials required for the completion of the contract.

(b) Unless otherwise waived in writing by the Contracting Officer, the Contractor shall furnish the Contracting Local Organization with certifications dated and signed by the manufacturer and/or supplier to the effect that the items listed therein meet the requirements of this contract. Such certification shall be furnished prior to the use of the material in any part of the construction and shall identify the project on which the material is to be used.

19. WATER

Unless otherwise specified in this contract, the Contractor shall provide and maintain at his own expense an adequate supply of water suitable for construction purposes.

20. WORKWEEK-CONSTRUCTION SCHEDULE

(a) Unless furnished prior to contract award, the Contractor shall, prior to commencement of work, submit to the Contracting Officer for approval (1) a construction schedule showing the order in which he proposes to carry on the work indicating the periods during which he will perform work on each item listed in the bid schedule and (2) the hours and days in which he proposes to carry on the work.

(b) If, in the opinion of the Contracting Officer, the Contractor falls behind the approved construction schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may require him to either increase the number of shifts, days or hours of work, or the amount of construction plant, or all of them, and to submit for approval such revised construction schedules as may be deemed necessary to show the manner in which the agreed rate of progress will be regained, all without additional cost to the Contracting Local Organization. If the Contractor fails to submit a revised construction schedule within the time specified by the Contracting Officer, the Contracting Officer may withhold approval of progress payments and/or take such other actions provided in this contract until such time as the Contractor submits the required construction schedule.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Clause 5 of the General Provisions.

21. SUBCONTRACTORS

(a) Work shall not be subcontracted in whole or in part without prior written approval of the Contracting Officer. The request shall be in writing with the name of the proposed subcontractors and a description of the work to be done.

(b) If at any time the Contracting Officer determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly and the Contractor accordingly and the Contractor shall take immediate steps for cancellation of the subcontract.

(c) Subcontracting by subcontractors shall be the subject to the above requirements.

(d) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Contracting Local Organization.

22. SURVEYS

(a) Unless otherwise stated in the Invitation for Bids, only the basic skating shall be done by the Contracting Local Organization. If the Contracting Local Organization does the skating, the Contractor shall notify the Contracting Officer in advance of any skating required in order that such work can be properly scheduled.

(b) Bench marks shall be preserved by the Contractor, and in the case of their destruction or removal by him or his employees they shall be replaced by the Contracting Local Organization at the Contractor's expense.

(c) Survey stakes destroyed or removed by the carelessness of the Contractor or his employees shall be replaced by the Contracting Local Organization at the Contractor's expense. Stakes removed or destroyed in the due course of the work shall be replaced by the Contracting Local Organization without cost to the Contractor.

(d) If the Contractor finds any errors or omissions in the layout as given by survey points or staking, he shall immediately inform the Contracting Officer in writing.

23. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Contracting Local Organization.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonably suspension, delay, interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the

Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but the requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but-not later than the date of final payment under the contract.

24. CLEANUP WORK

(a) During Construction the Contractor shall keep the work site, areas adjacent to the work site and access roads in an orderly condition, free and clear from debris and discarded materials. Care shall be taken to prevent spillage when hauling is being done. Any spillage or debris resulting from the Contractor's operations shall be immediately removed.

(b) Upon completion of the work the Contractor shall remove from the work site, areas adjacent to the work site and access roads: all plant, buildings, debris, unused materials, concrete forms and other like material belonging to him or used under his direction during the construction. He shall grade all access roads, other than public, removing wheel tracks and smoothing up such roads.

25. ASSIGNMENT

The Contractor shall not assign in whole or in part this contract without the prior written consent of the Contracting Local Organization. The Contractor shall not assign any moneys due or to become due to him under this contract without prior written consent of the Contracting Local Organization.

26. WEATHER

(a) The Contracting Officer may order suspension of the work in whole or in part, commencing with the day after receipt of the Notice to Proceed by the Contractor, due to weather or the effects of weather at the site, for such time as he considers it unfavorable for satisfactory prosecution of the work.

(b) When the Contracting Officer orders suspension under (a) of this clause, the contract completion date shall be extended a full calendar day for each calendar day during suspension of the work if:

(1) All work is suspended except minor items as may be designated in this contract (work of an emergency, protective or maintenance nature may be performed at any time); and

(2) The hours lost in any one workday of the authorized workweek through suspension equal one-half or

more of the hours of an authorized workday.

(c) If the Contracting Officer orders suspension of work as provided in (b) of this clause and the hours lost in the workday immediately preceding a nonworkday equal one-half or more of the hours in an authorized workday, the contract completion date shall be extended a full calendar day for each nonworkday during suspension of the work.

(d) When the Contracting Officer orders any suspension of the work under this clause, the Contractor shall not be entitled to any cost or damages resulting from such suspension.

(e) When the contract completion date is extended under this clause, the contract shall be modified in writing accordingly.

27. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

(a) The Contracting Officer may order suspension of the work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this contract, and the contract completion date shall not be extended on account of any such suspension of the work.

(b) When the Contracting Officer orders any suspension of the work under (a) of this clause, the Contractor shall not be entitled to any costs or damages resulting from such suspension.

(c) The rights and remedies of the Contracting Local Organization provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

28. QUANTITY VARIATIONS

(a) Where the quantity of work shown for an item in the bid schedule, including any modification thereof, is estimated, no adjustment of the contract price nor of the performance time shall be made for overruns or underruns which are within 25 percent of the estimated quantity of any such item.

(b) For overruns of more than 25 percent, the Contracting Officer shall re-estimate the quantity for the item, establish an equitable contract price for the overrun of more than 25 percent, adjust contract performance time equitably and modify the contract in writing accordingly; this clause to thereafter be applicable to the total re-estimated item quantity.

(c) For underruns of more than 25 percent, the Contracting Officer shall determine the quantity for the item, establish an equitable contract price therefor, adjust contract performance time equitably, and modify the contract in writing accordingly.



29. FEDERAL, STATE, AND LOCAL TAXES

Except as otherwise provided, contract unit prices shall include all applicable Federal, State, and local taxes.

30. SHOP DRAWING

(a) The term "shop drawings" include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(b) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate his approval or disapproval of the shop drawings and if not approved as submitted shall indicate his reason therefor. Any work done prior to such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (c) below.

(c) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation(s), he shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

31. TERMINATION FOR CONVENIENCE OF THE CONTRACTING LOCAL ORGANIZATION

The Contracting Officer, by written notice, may terminate this contract in whole or in part, when it is in the interest of the Contracting Local Organization. If this contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing work actually accomplished. In addition, the Contractor shall be paid 10 percent for overhead expenses based on said direct costs, and 5 percent for

profit based on the total of direct costs and overhead costs. From this will be deducted any payments or reimbursements previously paid and salvage value of materials paid for by the Contracting Local Organization but not used. Provided however, no profit shall be paid if the Contractor would have incurred a loss had the entire contract been completed.

ATTACHMENT A - SPECIAL PROVISIONS

The signatories (grantee, recipient sponsor, or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not ☒ listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-3(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I. EQUAL OPPORTUNITY (SCS-AS-83)**
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)**
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)**
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.



SCS-AS-818
Rev. 4-70
File Code AS-14

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dog fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE:- The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title

Date

**VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract and Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60.4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the FEOC Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7.a. through 7.p). The efforts of a contractor association, joint contractor union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by

the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FINANCIAL MANAGEMENT SYSTEM

The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the NRCS has a financial interest must develop and maintain a financial management system which shall provide for:

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which NRCS has a financial interest in accordance with NRCS reporting requirements. When the NRCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates.
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by NRCS.
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U. S. Treasury and disbursement by the sponsor, whenever funds are advanced by the NRCS. When advances are made by a letter of credit method, the sponsor shall make draw-downs from the U. S. Treasury through its commercial bank as close as possible to the time of making the disbursements.
- (f) Procedures for determining the allowability and allocability of costs in accordance with the NRCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable NRCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook).
- (g) Accounting records which are supported by source documentation.
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine at a minimum the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.



The City of Hattiesburg (MS) has a Financial Management System that complies with the requirements of Section 510.50 of the Contracts, Grants, and Cooperative Agreements Manual as shown above.

City of Hattiesburg (MS)
By: [Signature]
Title: Mayor
Date: 5/1/2012

This action is authorized at an official meeting of the

City of Hattiesburg (MS)

on 1st day of May, 2012, at
200 Forrest Street,
Hattiesburg

State of Mississippi.

Attest:

[Signature]
(Signature)

Deputy City Clerk
(Title)



STATE: MISSISSIPPI

SPONSOR: City of Hattiesburg

CONTRACT NO.: _____

STANDARDS OF CONDUCT

The Contracting Local Organization for the City of Hattiesburg hereby agrees that: its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations, such standards as herein stated above shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents.

City of Hattiesburg (MS)
(Name of Sponsor)

By: _____

Title: _____

Date: _____

Mayor
5/1/12

This action is authorized at an official meeting of the City of Hattiesburg on the 1st day of May, 2012.

State of Mississippi

Attest: _____

(Name)

Deputy City Clerk
(Title)



U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENT (GRANTS)
ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-



- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Hattiesburg (MS)

Check ☐ if there are workplaces on file that are not identified here.

City of Hattiesburg (MS)
Organization Name

J. Ed Turner Site, VFW Site
Project Name

Johnny L. DaFree, Mayor
Name and Title of Authorized Representative
Johnny L. DaFree 5/1/2012
Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all



vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules:

"Controlled Substance" means a controlled substance in Schedule I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



Watershed: City of Hattiesburg

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Hattiesburg (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- J. Ed Turner Site, VFW Site.

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.
 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to



operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: City of Hattiesburg (MS)

By: [Signature] Title: Mayor Date: 5/1/12

This action was authorized at an official meeting of the Sponsor named immediately above on May 1, 2012 at 200 Forrest St. Hattiesburg MS

Attest: [Signature] Title: Deputy City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: [Signature] Title: State Conservationist Date: 5/23/12



OPERATION AND MAINTENANCE PLAN
City of Hattiesburg
J. Ed Turner Site, VFW Site

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

- A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.
- B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.
 1. Vegetation:
 - a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
 - b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c. Fertilize vegetation as required to maintain a vigorous stand.
 - d. Control grazing to insure proper vegetative cover.
 - e. Mow grass at regular intervals to maintain optimum cover.
 2. Channels - lined and unlined
 - a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d. Keep access roads for maintenance and maintenance travelways in usable condition.
 - e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f. Renovate channel banks damaged by storm flow.
 - g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

- C. The estimated average annual cost of providing the necessary maintenance for this measure is \$200.00. Funds to finance this cost will be provided by the City of Hattiesburg, from general tax revenues.
- D. The City of Hattiesburg will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The City of Hattiesburg, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

- E. The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.

1. Stability of channel grades and side slopes
2. Excessive sedimentation
3. Condition of rip-rapped areas
4. Obstructions and undesirable vegetative growth
5. Scour at bridge piers, abutments and other adjacent property
6. Severity of erosion of berms and undesirable vegetative growth
7. Condition of cleared and snagged areas
8. Condition of fences and gates

- F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.

- G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

- H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.

- I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.



BID FORM

Contract: MINERAL CREEK BANK STABILIZATION

Name of Bidder: _____

Address of Bidder: _____

To: Engineering Department
City of Hattiesburg, Mississippi

Enclosed herewith is a certified check in the amount of

_____ (\$ _____)
or a Bid Bond for 5% of Bid Amount guaranteeing the good faith of the Bidder in his submission
of this Bid.

Addenda received and considered in the preparation of this Bid are enclosed as follows:

NUMBER

DATE

The under signed hereby proposes and agrees, if this Bid is accepted to enter into an Agreement
in the form attached to perform all Work, which includes the assumption of all obligations,
duties, and responsibilities necessary to the successful completion of the Contract and the
furnishing of all Bonds, insurance, labor, equipment, materials, services, and supervision
specified or indicated in the Contract Documents to be performed or furnished by the Contractor
for the following sum:

MINERAL CREEK BANK STABILIZATION

Bidder agrees to perform project activities specified in this package for a BASE BID price of:

_____ (\$ _____)

Bidder's Warranty will be for a period of ____ years.

Construction will be completed on or before _____ days after Notice of Award.



DECLARATION:

The Bidder hereby declares that the only person or firms interested in this Bid as a principal are named herein and that no other person or firms than herein named have any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud. Full names and address of such parties in this Bid as principals are as follows:

The Bidder hereby designates as his office to which NOTICE OF AWARD of this Bid may be mailed, telegraphed or delivered

Telephone Number



SIGNATURE OF BIDDER:

By _____

Print Name _____

Title _____

(Corporate Seal)

Address _____

State of Incorporation _____

Attest _____

Title _____

Schedule of Prices - Mineral Creek Bank Stabilization					
Item No.	Description	Unit	Estimated Quantity	Unit Rate	Total
1	Mobilization	LS	1		
2	Site Clearing	LS	1		
3	General Fill (Off-site Fill Material)	CY	N/A		
4	Grading of Roadside Slope	SY	1050		
5	Mechanically Stabilized Slope	SY	600		
6	Seeding and Erosion Control	LS	1		
7	Permanent Turf Reinforcement Mat	SY	2600		
8	Riprap	TON	75		

Mineral Creek Bank Stabilization Base Bid \$ _____

PAYMENT SCHEDULE

Payment shall be made on a measured quantity basis in accordance with the above Schedule of Prices. Contractor shall submit invoices to the Owner at a frequency of no more than once per week. The Owner and Owner's Representative will review the quantities for accuracy and will remit payment within 30 days of the approved invoice. A 10% retainer of the total estimated price will be held by the Owner until final acceptance of the project.



CONTRACT

THIS CONTRACT, made the ____ day of _____, 2012, by and between the CITY OF HATTIESBURG, termed in this Contract and the Contract Documents as "Owner", and _____ termed in this Contract and Contract Documents as "Contractor."

Owner and Contractor state the following facts as the background of this Contract:

1. Owner has caused to be prepared certain Bid Documents Contract Drawings for Mineral Creek Bank Stabilization.
2. Contractor on the ____ day of _____, 2012, submitted his Bid to perform all of the Work which includes the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and the furnishing of all bonds, insurance, labor, equipment, materials, services, and supervision specified or indicated in the Contract Documents to be performed or furnished by the Contractor, and

In consideration of their mutual covenants hereinafter set forth Owner and Contractor agree as follows:

1. That a copy of the Bid Documents to be attached here-to, that the Contract Documents defined as stated above are made a part of this Contract as fully binding as if herein repeated, and that both parties accept and agree to the terms and conditions of the Contract Documents so defined for the following:

MINERAL CREEK BANK STABILIZATION

2. The entire work will be completed by **October 12, 2012**.
3. Owner shall pay Contractor for the performance of this Work within 30 days after acceptance of this work based on the amount of _____ Dollars (\$ _____).
4. Time is of the essence of the Contract. The Work shall be carried on continuously and shall be prosecuted at such a rate of progress as will insure full completion thereof within the Contract Time. The Contract Time is reasonable in consideration of the ordinary delays and hindrances usually encountered in the performance of such work.
5. Neither the Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.



6. This Contract is executed in duplicate, each of which shall be deemed an original.

IN FAITH WHEREOF, witness the signatures and seals of both parties:

CONTRACTOR:

By _____

Attest: _____

Title _____

Title : _____

Date _____

OWNER:

CITY OF HATTIESBURG

By _____

Attest: _____

Title _____

Title: _____

APPROVED AS TO FORM:

Attorney for the City of Hattiesburg



BID BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
_____ as Principal, hereinafter called Bidder, and
_____ with General Offices in
_____, a corporation organized under the laws of
the State of _____ and authorized to transact business in the State of
_____ as Surety, hereinafter called Surety, are held and firmly bound unto the
City of Hattiesburg of the City of Hattiesburg, Mississippi, as obligee, hereinafter called Owner,
in the penal sum _____ dollars (\$ _____) lawful
money of the United States, for the payment of which sum, well and truly to be made, Bidder
and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

Signed, sealed, and delivered this _____ day of _____, 2012.

WHEREAS, Bidder has submitted a Bid to Owner dated _____, 2012, for

NOW , THEREFORE, if Owner shall accept the Bid of Bidder and Bidder shall enter into a
Contract with Owner in accordance with the terms of such Bid, and give such bond or bonds as
may be specified in the bidding or Contract Documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of Bidder to enter such
Contract and give such bond or bonds, if Bidder shall pay to Owner the difference not to exceed
the penalty hereof between the amount specified in said Bid and such larger amount for which
Owner may in good faith contract with another party to perform the Work covered by said Bid,
then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF; Bidder has caused there presents to be executed in its name and
its corporate seal to be hereunto affixed by its duly authorized officers and Surety has caused
these presents to be executed in its name and its corporate seal to be hereunto affixed by its
Attorney-in-Fact, duly authorized thereunto so to do, the day and year first above written.



BIDDER

(CORPORATE SEAL)

By _____

Print Name

SURETY

By _____ (CORPORATE SEAL)

ATTORNEY-IN-FACT

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)



PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, hereinafter called Contractor, and _____, with general OFFICE IN _____, a corporation, ORGANIZED UNDER THE LAWS OF THE State of _____, and authorized to transact business in the State of Mississippi, as surety, hereinafter called the Surety, and held and firmly bound unto the CITY OF HATTIESBURG of the CITY OF HATTIESBURG, MISSISSIPPI, as obligee, hereinafter called Owner, in the penal sum of _____ dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, Contractor and surety bind themselves, their successors and assigns jointly, and severally, firmly by these presents. Signed, sealed and delivered this the ____ day _____, 2012.

The conditions of this obligation are the following:

WHEREAS, the CITY OF HATTIESBURG has entered into a contract with said Contractor under date of _____, 2012, and attached hereto and made a part hereof by _____ reference the following _____

_____ in accordance with the Contract Documents, a copy of which is attached hereto, reference to which is hereby made and incorporated herein as if fully stated and copies herein in full length.

NOW, if Contractor, his heirs, executors, administrators, duly qualified successors and assigns shall well and truly keep, do and properly perform each and every, all and singular, the matters and things in the Contract Documents set forth and specified or indicated to be by Contractor kept, done and performed at the time and in the manner set forth in the Contract Documents, and shall pay over and make good and reimburse to Owner all loss and damages



which Owner may sustain by reason of the failure or default on the part of Contractor; and further that the Contractor shall promptly make payment to all persons supplying labor or material for said contract as provided by Section 31-5-1 et seq. Mississippi Code of 1972 and that said Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due this state, or any country, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof, as provided by Section 31-5-3 of the Mississippi Code of 1972; then this obligation shall be null and void, otherwise to be and shall remain in full force and effect from date of contract until expiration of the general guarantee period.

Any modification made by agreement by and between Contractor and Owner in the terms of the Contract or the nature of the work to be done, or the giving to Contractor of his executors, administrators, heirs, duly qualified successors and assigns any extension of the Contract Time or any of the stipulations therein contained and on the part of Contractor to be performed, or any forbearance on the part of the Owner to Contractor, his heirs, executors, administrators, duly qualified successors and assigns shall not in any way release Contractor or Surety on this Bond.



IN TESTIMONY WHEREOF, Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and Surety has caused these presents to be executed in its name and its corporate seal to be hereto affixed by its Attorney-in-Fact, duly authorized hereunto so to do, the day and year first above written.

CONTRACTOR

(CORPORATE SEAL)

By _____

COUNTERSIGNED – Mississippi Resident Agent

SURETY

By _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

By _____

(This Bond shall be accompanied with Attorney-in-Fact's authority from Surety)

APPROVED:

Attorney for the City of Hattiesburg

SPECIFICATIONS

**MINERAL CREEK BANK
STABILIZATION SPECIFICATIONS**

**CITY OF HATTIESBURG
J ED TURNER ROAD
Hattiesburg, MS**



TECHNICAL SPECIFICATIONS
FOR
MINERAL CREEK BANK STABILIZATION

Section Number	Description
SECTION 01000	Project Information
SECTION 01010	Summary of Work
SECTION 01040	Coordination
SECTION 01095	Definitions and Standards
SECTION 01200	Project Meetings and Progress Schedules
SECTION 01050	Field Engineering
SECTION 01400	Quality Assurance and Control Services
SECTION 01500	Temporary Facilities and Controls
SECTION 02000	Site Clearing
SECTION 02200	General Earthwork
SECTION 02400	Grading of Roadside Slope
SECTION 02600	Mechanical Slope Stabilization Utilizing Layered Geotextile
SECTION 02800	Seeding and Erosion Control
SECTION 03000	Riprap
SECTION 03200	Permanent Turf Reinforcement Matting

**SECTION 01000
PROJECT INFORMATION**

1.0 GENERAL

1.01 Project Information

Project Name: Mineral Creek Bank Stabilization

Project Location: J Ed Turner Road
Hattiesburg, Mississippi

Project Owner: City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

Project Engineer: Jeremy K. Blakeney, P.E.
Eco-Systems, Inc.
6360, I 55 North, Suite 330
Jackson, MS 39211
Phone: 601 936-4440
Fax: 601 936-4463

Engineer Contact: Jeremy K. Blakeney, P.E.
Phone: 601 936-4440
Fax: 601 936-4463

2.0 PRODUCTS
(Not Used)

3.0 MATERIALS
(Not Used)

SECTION 01010 SUMMARY OF WORK

PART 1 – GENERAL

1.1 Purpose

The purpose of this project summary is to explain the project details and define Owner and Contractor duties to assure efficient and orderly completion of the Work.

1.2 Scope

The Scope of the Work is as defined by these specifications, any addendums, and change orders that will be issued are to assure efficient and orderly completion of a successful functioning project.

1.3 Description of Work

The project consists of the stabilization of the banks of an approximate 500 linear foot stretch of Mineral Creek Located on the north side of J Ed Turner Road. Project activities will consist of limited clearing, installation of temporary erosion and sediment control measures, laying back / grading existing banks, construction and geotextile reinforcement of new banks, installation of rip rap, installation of Turf Reinforcement Mats, and installation of grass seed and fertilizer. The proposed bank stabilization plan and details are shown on the construction drawings.

The contractor shall furnish all material, labor, equipment and incidentals for the construction of the work covered by this Contract which includes, but is not limited to, the following:

- a. General site work including clearing, grubbing, and earthwork;
- b. Construction of new geotextile reinforced banks.
- c. Construction and maintenance, during the construction period, of temporary and permanent erosion and sedimentation control devices in the affected construction area as required to satisfy state and local regulatory erosion control requirements;
- d. Construction and maintenance of, during the construction period, stormwater removal dewatering devices as needed to prevent construction delays due to saturation and ponding of water from storm events;
- e. Maintenance of existing utilities and infrastructure;
- f. Provision of traffic control to provide for a safe and operational work zone during the project
- g. Importation, placement and compaction of soils where required to construct new or repair existing banks;
- h. Installation of rip-rap at locations as required in the Construction Drawings;
- i. Installation of Turf Reinforcement Mats at locations as required in the Construction Drawings;
- j. And seeding and fertilizing of all disturbed areas.



The Contractor shall cooperate with the Company and other contractors so that the Company's work or work by other contractors can be carried out smoothly without interfering or delaying the Work.

1.02 WORK HOURS

- A. Unless otherwise approved by the Company, construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday.

1.03 RELATED SECTIONS

See Specifications Table of Contents

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

**SECTION 01040
COORDINATION**

PART 1 – GENERAL

1.01 Description of Work

- A. The Contractor shall coordinate material supply, construction, and inspection to assure efficient and orderly completion of the Work.
- B. The Contractor shall notify the Company in writing when coordination of the Company's or other contractors' activities is required.

1.02 Project Personnel

- A. The Engineer is
Mr. Jeremy K. Blakeney, P.E.
Eco-Systems, Inc.
6360 I-55 North, Suite 330
Jackson, Mississippi 39211
Phone: 601-936-4440, Fax: 601-936-4463
- B. The Technical Representative is
Eco-Systems, Inc.
6360 I-55 North, Suite 330
Jackson, Mississippi 39211
Phone: 601-936-4440, Fax: 601-936-4463
- B. The Owner or Company contact is
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
Phone: 601-545-4540

1.03 Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders

These specifications, interim specifications, plans, special provisions, notices to bidders and all other supplemental documents are essential parts of the contract, and a requirement occurring in one contract document is as binding as though occurring in all. They are intended to be complementary and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions. The word "day" throughout the contract shall mean calendar days unless expressed otherwise.



In case of conflict between a plan quantity and the advertisement and/or proposal, the plan quantity shall prevail unless otherwise noted in the contract documents.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. When the Contractor discovers an error or omission, the Engineer shall be immediately notified. The Engineer will then make corrections and interpretations deemed necessary for fulfilling the intent of the contract.

PART 2 – PRODUCTS
(Not Used)

PART 3 – EXECUTION
(Not Used)

SECTION 01095
DEFINITIONS AND STANDARDS

PART 1 – GENERAL

1.01 Description

- A. Additional technical definitions are provided in appropriate Sections of these Specifications.
- B. Abbreviations and acronyms are sometimes used in the Specifications to identify reference standards. Implied words and meanings shall be interpreted as appropriate.
- C. When a standard is specified by reference, the Contractor shall comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or when applicable codes established more strict standards.
- D. When published standards are referenced, the publication in effect on the date of issue of Contract Documents shall apply unless specified otherwise.

1.02 Abbreviations, Names, and Addresses of Organizations

The Contractor shall obtain copies of referenced standards direct from the publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.

AASHTO American Association of State Highway and Transportation Officials
44 North Capital Street, N.W.
Washington, D.C. 20001

AAN American Association of Nurserymen
230 Southern Building
Washington, D.C. 20005

ANSI American National Standards Institute
(Formerly American Standards Association - ASA)
1430 Broadway
New York, New York 10018

AREA	American Railroad Engineering Association 2000 "L" Street, N.W. Washington, D.C. 20036
ASCE	American Society of Civil Engineers 345 East 47th Street New York, New York 10017
ASLA	American Society of Landscape Architects 4401 Connecticut Avenue N.W., Fifth Floor Washington, D.C. 2008-2302
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
FHWA	Federal Highway Administration Federal Building, U.S. Courthouse Nashville, TN 37202
FSS	Federal Specifications and Standards General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington, D.C. 20407
MDOT	Mississippi State Department of Transportation Jackson, Mississippi

1.03 Basic Definitions

- A. Company: The Company with whom Contractor has entered into the Agreement and for whom the Work is to be provided. For purposes of this work, the term Company and Owner are the same. The Company (Owner) is the City of Hattiesburg.
- B. Contractor: The person, firm or corporation with whom Company has entered into the Agreement.
- C. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the

Contract Documents, or is of poor quality or workmanship, or does not meet the requirements of any inspection, reference standard, test or approval.

- D. Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by Engineer. Shop drawings are not Drawings as so defined.

- E. Engineer: An individual, firm or corporation responsible for preparation of the Drawings and Specifications. The Engineer is Eco-Systems, Inc, Jackson, Mississippi.

- F. Facility: The Company's or other facility where the Work is to be performed.

- G. Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

- H. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

- I. Project Manager: An individual, firm or corporation representing the Company for administration of the Agreement. The project manager will be identified at the beginning of the project.

- J. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

- K. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

- L. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work at the site.

- M. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where in the opinion of Project Manager as evidenced by Project Manager's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by Project Manager's written recommendation of final payment.

- N. Supplier: A manufacturer, fabricator, distributor, materialman or vendor having a direct contract with Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any subcontractor.
- O. Technical Representative: An individual, firm or corporation representing the Company on technical issues related to the Work, including interpretation of Drawings and Specifications (possibly in conjunction with the Engineer), review of Shop Drawings, and Samples. The Technical Representative will be named at the beginning of the project.
- P. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.04 Other Definitions

- A. Furnish: Supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- B. Install: Operations at the Project Site including unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- C. Provide: To furnish and install, complete and ready for the intended use.
- D. Installer: The Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authorities having jurisdiction.

- E. Project Site: Is the space available for performing construction activities, either exclusively or in conjunction, with others performing work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

SECTION 01200
PROJECT MEETINGS AND PROGRESS SCHEDULES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Attend Project Meetings and generate and submit Progress Schedules.

1.02 REFERENCES

- A. AGC (Associated General Contractors of America) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.03 SUBMITTALS

- A. Submit one copy of initial schedule within 7 days after date of Contractor Agreement. After review, resubmit required revised data within seven days.
- B. Submit one copy of revised Progress Schedule with every Application for Payment.

1.04 PROJECT MEETINGS (IF NECESSARY)

- A. Preconstruction Meeting
 - 1. Engineer will schedule a meeting after Notice of Award.
 - 2. Attendance Required: Owner, Engineer, and Contractor.
 - 3. Agenda:
 - a. Execution of Contractor Agreement.
 - b. Submission of executed bonds and insurance certificates, and return of Bid Bond.
 - c. Distribution of Contract Documents.
 - d. Submission of list of Subcontractors and progress schedule.
 - e. Designation of personnel representing the parties in Contract: Owner, Engineer, and Contractor.
 - f. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - g. Scheduling.

B. Progress Meetings

1. Attend monthly meetings throughout progress of the Work, and weekly as required by Owner.
2. Attendance Required: Job Superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
3. Agenda:
 - a. Review minutes of previous meetings.
 - b. Review of Work progress.
 - c. Field observations, problems, and decisions.
 - d. Identification of problems which impede planned progress.
 - e. Review of submittals schedule and status of submittals.
 - f. Review of off-site fabrication and delivery schedules.
 - g. Maintenance of progress schedule.
 - h. Corrective measures to regain projected schedules.
 - i. Planned progress during succeeding work period.
 - j. Coordination of projected progress.
 - k. Maintenance of quality and work standards.
 - l. Effect of proposed changes on progress schedule and coordination
 - m. Other business relating to Work.
4. The technical representative will prepare meeting minutes.

1.05 PROGRESS SCHEDULES (IF NECESSARY)

A. Format

1. Prepare schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week.
2. Sequence of Listings: The chronological order of the start of each item of Work.
3. Scale and Spacing: To provide space for notations and revisions.
4. Sheet Size: Minimum 11 x 17 inches.

B. Content

1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
2. Identify work of separate stages and other logically grouped activities.

3. Provide sub-schedules for each stage of Work.
4. Provide sub-schedules to define critical portions of the entire schedule.
5. Include conferences and meetings in schedule.
6. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
7. Provide separate schedule of submittal dates for shop drawings, product data, and samples and dates reviewed submittals will be required from Engineer.

C. Revisions

1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate Contractors.
4. Overall Progress Schedule shall be revised monthly.

D. Distribution

1. Distribute copies of reviewed schedules to project site file, subcontractors, suppliers, and other concerned parties.
2. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**SECTION 01050
FIELD ENGINEERING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The Contractor shall provide field layout (lines and grades) of the work and maintain and preserve all stakes and other markers as required to complete the work and as requested by the Technical Representative.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

3.01 SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points adjacent to the project site shall be provided by the Owner;
- B. The Contractor shall locate and protect control points prior to starting site work, and preserve all permanent reference points during construction;
- C. The contractor shall make no changes or relocations to control points without prior written approval from the Owner;
- D. The Contractor shall report to the Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades and elevations;
- E. The Contractor shall replace Project control points, which may be lost or destroyed at no additional cost to Owner. Replacements shall be re-established based on original survey control;
- F. The Owner shall provide minimum of two permanent benchmarks. Horizontal and vertical locations of the benchmarks shall be recorded on the Record Drawings.

3.02 PROJECT SURVEY REQUIREMENTS

- A. Establishment of lines and levels, located and laid out, by instrumentation and similar appropriate means for all Work indicated by the Drawings and Specifications;
- B. As construction proceeds, check every element for line, level and plumb.

- C. Locations of existing sewers, culverts and other utilities shown on the Drawings are approximate and shall be field-verified by the Contractor prior to construction as required to complete the Work;

3.03 RECORDS

- A. The Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.



SECTION 01400

QUALITY ASSURANCE AND CONTROL SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Contractor shall perform construction monitoring and testing services, if necessary, to assure the Company that the Work is completed according to the Specifications and Drawings.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

- A. Cooperate with the Technical Representative and its personnel and provide access to Work and to Supplier's operations.
- B. Secure and deliver to the Technical Representative adequate quantities of representative samples of materials proposed to be used which require testing.
- C. Furnish copies of Supplier's test reports as required.
- D. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
- E. Coordinate activities to accommodate services with a minimum delay. Notify Technical Representative 48 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimbursing Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.

3.02 REPAIR AND PROTECTION



Unless specified otherwise, the Contractor shall protect construction exposed for testing and shall repair construction damaged by sampling, testing, or inspection.

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The Contractor shall furnish, install and maintain required construction aids barriers as required to prevent public entry, and to protect the Work, existing facilities, trees and plants from construction operations and other temporary facilities required to complete the Work.
- B. The Contractor shall provide and maintain methods, equipment and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control.
- C. The Contractor shall remove all temporary facilities at completion of Work or when no longer necessary.

1.02 TRAFFIC CONTROL

- A. The Contractor shall provide all materials to safely manage traffic adjacent to the project site. Signs shall be placed approximately 500' in each direction from the project site that warns traffic of the construction activities. Road cones, barrels, or other controls shall be placed along the roadway adjacent to the construction area in order to delineate the extent of construction activities.

1.03 DUST CONTROL

- A. The Contractor shall provide positive methods and apply dust control water to minimize raising dust from construction operation, and provide positive means to prevent airborne dust from dispersing into the atmosphere. Chemical dust suppressant shall not be used. Dust suppressants shall be approved by the Technical Representative prior to use.

1.04 WATER CONTROL

- A. The Contractor shall provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties. The Contractor shall control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
- B. The Contractor shall provide, operate, and maintain hydraulic equipment of adequate capacity to control surface erosion.
- C. The Contractor shall dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

1.05 DEBRIS CONTROL

- A. All areas under Contractor's control shall be maintained free of extraneous debris.
- B. The Contractor shall initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.
 - 1. Containers shall be provided for deposit of debris.
 - 2. The Contractor shall prohibit overloading of trucks to prevent spillages on access and haul routes. Traffic areas shall be periodically inspected to enforce requirements.
- C. The Contractor shall schedule periodic collection and disposal of debris. Additional collections and disposal of debris shall be provided whenever the periodic schedule is inadequate to prevent accumulation.

1.06 POLLUTION CONTROL

- A. The Contractor shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. The Contractor shall provide equipment and personnel to perform emergency measures required to contain any spillages and to remove contaminated soils or liquids; and, shall excavate and dispose of any soil contaminated by the construction operations off-site, and replace with suitable compacted fill and topsoil as directed by the Technical Representative or the Company.
- C. The Contractor shall take special measures to prevent harmful substances from entering public waters; and, shall prevent disposal of wastes, effluents, chemicals, sediments, or other such substances adjacent to streams, or in sanitary or storm sewers.
- D. The Contractor shall provide systems for control of atmospheric pollutants; and shall:
 - 1. prevent toxic concentrations of chemicals and
 - 2. prevent harmful dispersal of pollutants into the atmosphere.
- E. The Contractor shall prevent substantial amounts of soil material from getting onto the roadway as a result of construction activities. Soil shall be cleaned off roadway as soon as possible.

1.07 EROSION CONTROL

- A. The Contractor shall plan and execute construction and earthwork using methods to control surface drainage from cuts and fills and from borrow and waste disposal areas in order to prevent erosion and sedimentation; and shall:
 - 1. hold the number and size of areas of bare soil exposed at one time to a minimum and
 - 2. provide temporary control measures such as berms, straw wattles, dikes, silt fence, silt dams, drains, etc., as shown on the Drawings and as directed by the Technical Representative.
- B. The Contractor shall construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- C. The Contractor shall periodically inspect earthwork to detect any evidence of the start of erosion, and apply corrective measures as required to control erosion.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

- A. The Contractor shall provide any and all construction aids, equipment and materials required to facilitate execution of the Work, including but not limited to: scaffolds, staging, ladders, stairs, ramps runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.

PART 3 - EXECUTION

3.01 PREPARATION

The Contractor shall consult with Technical Representative and review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the Work.

3.02 GENERAL

- A. Installation of facilities shall be of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. The Contractor shall maintain barriers during entire construction period.

- C. The Contractor shall relocate barriers as required by progress of construction.

3.03 TREE AND PLANT PROTECTION

- A. The Contractor shall preserve and protect existing trees and plants at the site which are designated to remain, and those adjacent to the site.
- B. The Contractor shall consult with Company and remove agreed-upon roots and branches which interfere with construction. The Contractor shall employ a qualified tree surgeon to remove roots and branches, and to treat cuts.
- C. The Contractor shall provide temporary barriers to a height of six feet around each tree or plant or around each group of trees or plants which are designated to remain in the area of the Work.
- D. The Contractor shall protect root zones of trees and plants and shall perform the following in areas of protected trees and plants:
 - 1. Not allow vehicular traffic or parking.
 - 2. Not store materials or products.
 - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- E. The Contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- F. The Contractor shall replace, or suitably repair, trees and plants which have been designated to remain and which are damaged or destroyed due to construction operations.

3.04 REMOVAL

- A. The Contractor shall completely remove temporary barriers, materials, equipment, and services:
 - 1. when construction needs can be met by use of permanent construction or
 - 2. at completion of Project.
- B. The Contractor shall clean and repair damage caused by installation or by use of temporary facilities including:
 - 1. removal of foundations and underground installations for construction aids,

2. grading areas of site affected by temporary installations to required elevations and slopes, and
 3. cleaning of the area.
- C. The Contractor shall restore existing facilities used for temporary purposes to specified or original condition.
- D. The Contractor shall restore permanent facilities, if any, used for temporary purposes to specified condition.



SECTION 02000 SITE CLEARING

PART 1 – GENERAL

1.01 Description of Work

- A. Clearing, grubbing, removal and disposal of vegetation, rocks, roots and debris within the limits of the work except objects designated on the Drawings to remain.
- B. Preservation from injury or defacement of all vegetation and objects to remain on site.
- C. Installation of erosion control measures.

1.02 Limits of Work

- A. Rights-of-way established by the Company.
- B. Construction area includes the area illustrated in the Construction Drawings.

1.03 Protection

- A. The Contractor shall protect living trees not marked for removal within the construction area and those outside the construction area. Cut or scarred surfaces of trees or shrubs shall be treated with a paint prepared especially for tree surgery.
- B. Survey bench marks and existing structures, roads, sidewalks, paving and curbs shall be protected against damage from vehicular or foot traffic.
- C. Designated temporary roadways, walkways and detours for vehicular and pedestrian traffic shall be maintained.

PART 2 – PRODUCTS

- 2.01 Erosion Control:** Erosion control measures and devices as required to comply with applicable laws and regulations such as for local and state construction stormwater permits shall be installed by Contractor prior to start construction related activities.

PART 3 – EXECUTION

3.01 Site Preparation

- A. The Contractor shall also furnish all labor, materials, supervision and equipment to complete site preparation for the proposed construction, including, but not limited to final grading, hauling, scraping, stockpiling, drainage, and removing of accumulated water during construction.
- B. Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted to the satisfaction of the Engineer or as specified in these specifications.

3.02 Erosion Control

- A. Erosion and sediment control measures shall be performed in a timely manner prior to clearing and grubbing and during the project as needed. The measures shall be in accordance with the Drawings, Specifications, and all applicable federal, state, and local regulations, and stormwater permits issued for the construction.

3.03 Clearing and Grubbing

- A. The Contractor shall clear trees and undergrowth as necessary in areas where construction occurs.
- B. All stumps and roots shall be removed from the areas construction.
- C. The clearing and grubbing contractor shall not cut or injure any trees or other vegetation outside the limits of the areas on which work is to be done without permission therefore, and he shall guard against like action by his employees and sub-contractors.

3.04 Backfilling and Surface Preparation

- A. The Contractor shall backfill and compact all depressions resulting from clearing and grubbing with suitable materials.
 - 1. Embankment areas shall be backfilled to natural ground elevation.
 - 2. Excavation areas below finished subgrade shall be backfilled to finished subgrade.
- B. The Contractor shall perform backfilling a satisfactory distance ahead of construction operations.

- C. The Contractor shall prepare areas designated on the Drawings or by the Project Manager to receive erosion control mulching to smooth surfaces that have been shaped, fertilized, and seeded.

3.05 Debris Removal

- A. All material collected in the course of the clearing and grubbing shall be disposed of in a manner consistent with applicable State and County regulations. Such disposal shall be carried on after removal of the materials in the clearing and grubbing operations and shall not be left until the final clean up period.
- B. Burning shall be done only at approved times and at approved locations and in conformity with all local and state regulations and requirements including those requirements of the governing air pollution control authority. The Contractor shall make all necessary arrangements and pay for all necessary permits. The Contractor shall take all precautions necessary to prevent the spread of fire outside the immediate areas where burning is being done. No material shall be transported from off-site locations and burned on the property.

3.06 Permits

- A. Contractor shall obtain all federal, state, and local permits required for construction prior to initializing work regulated by said permit.
- B. Contractor shall comply with the provisions of said permits for the complete duration of the project.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

The quantity of Site Clearing will be considered as a lump sum item.

4.02 PAYMENT

Payment for Site Clearing and related components will include all labor, material, equipment, and other incidentals, and will be included in the Schedule of Prices as Site Clearing.

**SECTION 02200
GENERAL EARTHWORK**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The Contractor shall furnish all labor, materials, tools, supervision, transportation, and installation equipment necessary to perform all related work as specified herein, as shown on the Drawings.
- B. The work of this Section shall include, but not necessarily be limited to: excavating, separating, hauling, stockpiling, backfilling, compacting, and grading of soils. The work of this Section may pertain in whole or in part to construction of the following: clearing and grubbing within the project boundary, excavating existing vertical slopes and constructing new reinforced slopes to final grades, and filling existing, eroded areas within the project boundary to final elevations. The work of this Section also includes dewatering and protection.
- C. The Contractor shall conform to the dimensions, lines, and grades specified on the Drawings.

1.02 REFERENCES

- A. Latest version of American Society for Testing and Materials (ASTM) standards:
 - 1. ASTM D 422, Standard Test Method for Particle-Size Analysis of Soils.
 - 2. ASTM D 698, Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 3. ASTM D 1556, Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 5. ASTM D 2216, Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock.

6. ASTM D 2487, Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
7. ASTM D 2922, Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
8. ASTM D 2937, Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method.
9. ASTM D 3017, Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
10. ASTM D 4220, Standard Practices for Preserving and Transporting Soil Samples.
11. ASTM D 4318, Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.03 SUBMITTALS AND QUALIFICATIONS

- A. The Contractor shall submit to the Company and Technical Representative for review a letter describing the proposed methods of construction, including stripping, dewatering, excavation, filling, compaction, and backfilling for the various portions of the work. The review shall be for method only. The Contractor shall remain responsible for the adequacy and safety of the methods.
- B. The Contractor shall submit to the Technical Representative the following information and samples for all proposed off-site fill materials a minimum of 7 days prior to starting construction, unless otherwise approved by the Technical Representative:
 1. The results of grain-size analyses conducted on the proposed material in accordance with ASTM D 422.
 2. The results of liquid and plastic limit tests conducted on the proposed material in accordance with ASTM D 4318.
 3. The results of a moisture-density relation test (ASTM D 698).
- C. The Contractor shall notify the Company's Representative in writing at least 7 days in advance of intention to perform the work of this Section.
- D. If work is interrupted for reasons other than inclement weather, the Contractor shall notify the Company and Technical Representative a minimum of 24 hours prior to the resumption of work.

1.04 PROTECTION

- A. The Contractor shall contact utility companies and locate, mark and protect all existing utilities before commencement of construction.
- B. The Contractor shall protect trees, shrubs, lawns, rock outcroppings and other features remaining as part of final landscaping.
- C. The Contractor shall protect benchmarks, survey markers, fences, roads, sidewalks, paving, curbs and other existing structures from damage due to the Contractor's activities.
- D. The Contractor shall repair damage caused by the construction operations.
- E. Erosion control must be maintained. Erosion control measures shall be as noted on the grading plan or as directed by the Company.

PART 2 - PRODUCTS

2.01 SOIL BACKFILL MATERIAL

- A. The soil backfill material shall be the on-site soil materials along with off-site soils that are classified as a sandy clay or clayey sand material, or other materials, as approved by the Company or Technical Representative. The backfill material shall be free of debris, foreign objects, roots, organics and other materials considered deleterious by the Technical Representative. The soil shall be free of rock fragments greater than 3 inches in the maximum dimension.

PART 3 - EXECUTION

3.01 FAMILIARIZATION

- A. Prior to implementing any work described in this Section, the Contractor shall become thoroughly familiar with the site, the site conditions, and all portions of the work falling within this Section.
- B. Inspection:
 - 1. Prior to implementing any of the work in this Section, the Contractor shall carefully inspect the installed work of all other Sections and verify that all work is complete to the point where the installation of this Section may properly commence without adverse impact.



2. If the Contractor has any concerns regarding the installed work of other Sections, he/she should immediately notify the Company in writing within 48 hours of the site visit. Failure to notify the Company or continuance with earthworks will be construed as Contractor's acceptance of the related work of all other Sections.

3.02 PREPARATION

- A. The Contractor shall establish and identify required lines and levels.
- B. The Contractor shall maintain benchmarks, monuments, and other reference points and re-establish if disturbed or destroyed, at no cost to Company.
- C. Before start of grading, the Contractor shall establish the location and extent of utilities in the work areas. The Contractor shall notify utilities to remove and relocate lines which are in the way of construction and are not to be relocated as a part of the Work covered by these specifications.
- D. The Contractor shall maintain, protect, reroute, or extend as required existing utilities to remain which pass through the work area.
- E. The Contractor shall develop access to the construction area in accordance with the requirements of the Drawings.
- F. The Contractor shall install silt fences or other approved controls as shown on the Drawings, immediately down-slope of each area to be disturbed prior to the beginning of work in that area. The Contractor shall maintain the silt fences for the duration of construction. Accumulated sediment behind the silt fences shall be disposed of on-site by the Contractor in a manner approved by the Company or Technical Representative.
- G. Diversion ditches, either permanent or temporary, shall be constructed in accordance with the Drawings. The Contractor shall be responsible for constructing diversion ditches as required to divert run-on around the construction area. The construction of temporary ditches not shown on the Drawings shall not be undertaken until the Contractor's plan for constructing the ditches is approved by the Company or Technical Representative.
- H. The Contractor shall install barriers and other devices to protect areas adjacent to construction.

3.03 STOCKPILING

- A. Materials classified as fill shall be stockpiled in designated areas free of incompatible soil, clearing debris, or other objectionable materials. Stockpile



areas will be shown on the Drawings or designated by the Company or Technical Representative.

- B. Excavated material classified as spoil shall be segregated from fill and stockpiled or disposed of in the manner shown on the Drawings or as specified by the Company or Technical Representative.
- D. Excavated material classified as topsoil shall be segregated from fill and stockpiled in the manner shown on the Drawings or as specified by the Company or Technical Representative.
- E. Excavated materials unsuitable for use during construction shall be segregated and stockpiled as directed by the Company.
- F. Stockpiles of fill, spoil, or topsoil shall be no steeper than 3:1 (horizontal:vertical) without approval of the Technical Representative, graded to drain, sealed by tracking parallel to the slope with a dozer or other means approved by the Technical Representative, and dressed daily during periods when fill is taken from the stockpile. The Contractor may cover fill stockpiles with plastic sheeting or other material approved by the Technical Representative in order to preserve the moisture content of the fill.
- G. Stockpiles that will remain out of active use for a period greater than seven days shall either be covered as described previously or stabilized by revegetation in accordance with the requirements for revegetation.

3.04 EXCAVATION - GENERAL

- A. Excavation shall be performed, at a minimum, to the lines and grades indicated on the Drawings. Additional excavation shall be performed to achieve a stable working base or to "bridge" over weak subgrade materials. The limits of additional excavation shall be determined by the Technical Representative and the Engineer.
- B. Excavated materials shall be transported to stockpile or placement locations, as indicated on the Drawings or as directed by the Company.

3.07 UNAUTHORIZED EXCAVATION

- A. All excavation outside or below the proposed lines and grades shown on the Drawings shall be considered unauthorized excavation.
- B. The Contractor shall backfill areas of unauthorized excavation with the type material necessary (e.g., soil, rock, or concrete) in accordance with this Section at no cost to the Company, to insure the stability of the structure or construction involved.

3.08 OBSTRUCTIONS

- A. Obstructions shown on the Drawings are for information only and do not guarantee their exact locations nor exclude the presence of other obstructions.
- B. The Contractor shall exercise due care in excavating adjacent to existing obstructions and shall not disturb the same.
- C. In the event obstructions are disturbed, the Contractor shall repair or replace them as quickly as possible to the condition existing prior to their disturbance. This repair or replacement will not be a pay item.
- D. If desired by the utility company, the Contractor shall pay for the repair or replacement work performed by the forces of the utility company or other appropriate party.
- E. If replacement or repair of disturbed obstructions is not performed after a reasonable period of time, the Company may have the necessary work done and deduct the cost of same from payments to the Contractor.

3.09 CLEAN-UP AND DISPOSAL OF DEBRIS

- A. The Contractor shall remove surplus materials and debris from site.
- B. The Contractor shall satisfactorily dispose of all excess excavated material that cannot be used.

3.10 PUMPING AND DRAINAGE

- A. At all times during construction, the Contractor shall provide, maintain and operate proper equipment and facilities to remove all water entering excavations and keep such excavations dry.
- B. Drainage shall be disposed of only in an area approved by the Company and Technical Representative.

3.12 ROUGH GRADING

- A. The Contractor shall rough grade site to required levels, profiles, contours and elevations ready for finish grading and surface treatment.

- B. Prior to placing fill material over undisturbed subsoil, the Contractor shall disc, blade, scarify and allow drying. The Contractor shall then compact the soil in layers as specified in Paragraphs 3.14 and 3.16 under the observation of the Technical Representative. This procedure shall be repeated as necessary as the weather permits, to facilitate the drying and recompaction of the soil.
- C. Should efforts to achieve required density be unsuccessful, the Contractor shall excavate the material and replace with suitable backfill in layers as specified in Paragraphs 3.13 and 3.14. Undercutting shall not be permitted except at the direction of the Technical Representative.

3.13 SOIL BACKFILL

- A. The Contractor shall perform soil backfilling with material meeting the requirements of this Section in loose lifts not exceeding twelve (12) inches in thickness.
- B. Off-site soil backfill materials shall meet the following requirements:
 - 1. General fill: General fill soils shall be suitable to provide a stable unyielding soil fill. These soils shall be comprised of suitable sandy clay or clayey sand material.
- C. When backfilling in unimproved areas the Contractor shall:
 - 1. Dispose of and replace all soft or yielding material which is unsuitable for backfill with suitable material.
 - 2. Deposit backfill to the surface of the ground by small bulldozer, mini-excavator or other suitable equipment in such a manner.
 - 3. In areas of trench excavation, neatly round sufficient surplus excavated material over the trench to compensate for after settlement.
 - 4. Dispose of all surplus excavated material.

3.14 COMPACTION

- A. General fill materials in non load-bearing areas shall be compacted to a minimum density of 90 percent of the maximum dry density as determined by ASTM D698.

3.15 FINISH GRADING

- A. All earthwork shall be shaped to the lines and grades indicated on the Drawings, with proper allowance for topsoil, where specified. Slopes shall be

free of roots and loose stones exceeding 3 inch diameter. Rounded surfaces shall be neatly and smoothly trimmed. All new grading shall be blended into the surrounding, existing terrain.

3.18 FIELD QUALITY CONTROL

- A. Moisture content and density testing by nuclear methods, ASTM D 3017 and ASTM D 2922 respectively, shall be performed every 200 cubic yards for fill placement.
- B. All perforations resulting from testing the recompacted soil shall be filled with soil compacted to the satisfaction of the Company and Technical Representative.
- C. If a defective area is discovered in the earthwork, the Technical Representative shall immediately determine the extent and nature of the defect. The Technical Representative shall determine the extent of the defective area by additional tests, observations, a review of records, or other means that the Technical Representative deems appropriate.
- D. After determining the extent and nature of a defect, the Contractor shall correct the deficiency at his expense to the satisfaction of the Technical Representative.
- E. Testing shall be performed to verify that the defect has been corrected before any additional work is performed by the Contractor in the area of the deficiency.

3.19 PRODUCT PROTECTION

- A. The Contractor shall use all means necessary to protect all prior work, including all materials and completed work of other Sections.
- B. In the event of damage, the Contractor shall immediately make all repairs and replacements necessary, to the approval of the Company or Technical Representative at no additional cost to Company.
- C. Small perforations in the recompacted soil resulting from the Technical Representative's nuclear density testing shall be backfilled by the Technical Representative. All other perforations of holes shall be backfilled and recompacted by the Contractor.
- D. At the end of each day, the Contractor shall verify that the entire work area was left in a state that promotes surface drainage off and away from the area and from finished work. If threatening weather conditions are forecast, compacted surfaces shall be seal-rolled to protect finished work.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. The quantity of off-site soils will be computed by Loose Vehicular Measurement (LVM) delivered to the site. The Contractor shall furnish the Owner with copies of all weight tickets. It is anticipated that **no** off-site fill will be required for project completion, but a unit rate will be required in the Schedule of Prices in the event that off-site fill is determined to be necessary.
- B. Measurement for placement of on-site soils will be included in the unit quantities for “Grading of Roadside Slope” and “Mechanically Stabilized Slope”

4.02 PAYMENT

Payment for General Fill will include all labor, equipment, and other incidentals and will be included in the Schedule of Prices as General Fill. Costs for installation of General Fill will be included in Mechanically Stabilized Slope and Roadside Slope Grading. Only the cost of off-site soil materials and delivery of soil materials to the site shall be included in the cost for General Fill.



SECTION 02400 GRADING OF ROADSIDE SLOPE

PART 1 – GENERAL

1.01 Description of Work

This work shall consist of grading the roadside slope (south bank of Mineral Creek) to elevations required in the Construction Drawings.

1.02 Limits of Work

The area required for grading of the roadside slope is illustrated in the Construction Drawings.

1.03 Protection

The Contractor shall protect all surface and subsurface utility structures during construction of the slopes. Utility locations illustrated on the Construction are approximate in nature. All utilities shall be properly located prior to any grading activities.

PART 2 – PRODUCTS

2.01 Backfill Material: On-site material is anticipated for use during grading of the roadside slope. Some off-site material may be required. Off-site backfill material shall be in accordance with Section 2701 – General Fill of these specifications.

PART 3 – EXECUTION

3.01 Grading of the roadside slope shall be in accordance with the grades illustrated in the Construction Drawings. All backfill shall be compacted to a minimum density of 90 percent of the maximum dry density as determined by ASTM D698.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

The quantity of Grading of Roadside Slope shall be considered a unit rate item and will be measured per square foot of slope surface.

4.02 PAYMENT

Payment for grading of the roadside slope will include all labor, equipment, and other incidentals, and will be included in the Schedule of Prices as Grading of Roadside Slope.

SECTION 02600
MECHANICAL SLOPE STABILIZATION UTILIZING LAYERED GEOTEXTILE

PART 1 – GENERAL

1.01 Description of Work

This work shall consist of constructing new slopes throughout the project area utilizing a layered geotextile stabilization approach. The entire north bank of Mineral Creek within the project area will require this method of bank stabilization.

1.02 Limits of Work

Areas required for mechanical slope stabilization utilizing layered geotextile is illustrated in the Construction Drawings.

1.03 Protection

The Contractor shall protect all surface and subsurface utility structures during construction of the slopes.

PART 2 – PRODUCTS

2.01 Woven Geotextile: A woven geotextile will be utilized for construction of the mechanically stabilized slopes. The geotextile shall be composed of a material with the following characteristics or as approved by the Engineer.

Weight: 6.3 oz/sy
Grab Tensile: 315 lbs
Grab Elongation: 15%
Trapezoid Tear Strength: 120 lbs
Puncture Resistance: 120 lbs
Mullen Burst Strength: 600 psi
Permittivity: .005 sec
Water Flow: 4 gallon per minute/sf
AOS: 40 Sieve
UV Resistance: 70%

2.02 Backfill Material: On-site material is anticipated for use during construction of the mechanically stabilized slopes. Some off-site material may be required. Off-site backfill material shall be in accordance with Section 2701 – General Fill of these specifications.

PART 3 – EXECUTION

3.01 Construction of the mechanically stabilized slopes shall be in accordance with the Construction Drawings. All backfill shall be compacted to a minimum density of 90 percent of the maximum dry density as determined by ASTM D698.



PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

The quantity of mechanically stabilized slopes shall be considered a unit rate item and will be measured per square foot of completed slope surface.

4.02 PAYMENT

Payment for mechanically stabilized slopes will include all labor, equipment, materials and other incidentals, and will be included in the Schedule of Prices as Mechanically Stabilized Slope.



SECTION 02800 SEEDING AND EROSION CONTROL

PART 1 – GENERAL

1.01 Work Included

This work shall consist of furnishing and applying fertilizer, lime, mulch, and seed in the quantities specified for areas designated on the plans or selected by the Engineer.

This work shall also include the installation of silt fence, straw wattles, hay bales, and riprap check dams as specified by the Construction Drawings.

PART 2 – MATERIALS

Materials shall be vendor's standard and suitable for the conditions of service.

PART 3 – EXECUTION

Unless otherwise specified, seeding operations shall be performed at the times directed by the Engineer. Seeding operations shall not be performed when the ground is frozen or when soil or weather conditions would prevent proper soil preparation and subsequent operations. When hydroseeding is performed, nozzles or sprays shall not be directed toward the ground in a manner that will cause erosion or runoff. The Contractor shall notify the Engineer at least 48 hours prior to beginning seeding operations.

3.01 Applying Lime

When instructed by the Engineer, lime shall be uniformly applied to areas to be seeded at the rate of 2 tons per acre. Any approved method may be used.

3.02 Preparing Soil

After lime is applied, areas to be seeded shall be prepared in accordance with the following: Slopes 3:1 or flatter shall be loosened to a depth of approximately 2 inches by disking, harrowing, or other approved methods. Loosening of soil on excavated slopes steeper than 3:1 will not be required except to eliminate hard or crusted surfaces. Embankment slopes steeper than 3:1 shall be loosened to a depth of approximately 1 inch when necessary. Clods, loose stones, and other foreign material larger than 3 inches in any dimension shall be removed and disposed of. Gullies, washes, and disturbed areas that develop subsequent to final dressing shall be repaired before they are seeded.

3.03 Applying Fertilizer

When dry fertilizer is used, it shall be applied uniformly to the seeding areas at the time of seeding at the rate of 1,000 pounds of 15-30-15 fertilizer, or an equivalent quantity of 1-2-1 fertilizer, per acre. The method of application shall be approved by the Engineer before fertilizer is applied.

When applied in liquid form or mixed with water, fertilizer shall provide the same value of nutrients per acre as specified for dry fertilizer. Fertilizer applied in liquid form shall be agitated during application.

3.04 Applying Seed

Regular seeding shall consist of uniformly applying seed, fertilizer, and mulch on prepared areas.

Overseeding shall consist of applying seed and fertilizer on areas prepared as directed by the Engineer.

For hydroseeding, seed shall be put in the mixture slowly to result in a uniform mixture before application. Hydroseeding mixtures shall be constantly agitated from the time of mixing until application on the seed bed and used within 8 hours from the beginning of mixing.

Apply seeds uniformly at the mixture rates given below:

Mixture No.1 (March 1 to August 31)

Common Bermuda Grass	@2 lbs/1000 SF

Mixture No.2 (September 1 to November 15)

Common Bermuda Grass (Unhulled)	@3 lbs/1000 SF

Rye Grass	@6 lbs/1000SF

If special seed is required in addition to the regular mixture, it will be furnished and applied with the regular mixture at the Contractor's expense.

3.05 Installation of Silt Fence (if required)

Silt fence shall be installed in accordance with the Construction Drawings, if any.

3.06 Installation of Straw Wattles (if required)

Straw wattles shall be installed in accordance with the Construction Drawings, if any.

3.07 Installation of Check Dams (if required)

Check dams shall be installed in accordance with the Construction Drawings, if any.

3.07 Temporary Single Net Nylon Erosion Control Matting (if required)

This work shall consist of furnishing and placing protective coverings for erosion control, including seed, fertilizer, lime, topsoil, and water, in accordance with these specifications and in reasonably close conformity to the dimensions, lines, and grades shown on the plans or as established by the Technical Representative. The matting described herein shall only be installed in areas that earth disturbance occurs, but is not covered by the permanent turf reinforcement mat.

A. Temporary Single Net Nylon Erosion Control Matting:

Loosening of the top one (1) inch of soil, seeding, and fertilizing shall take place prior to installation of the temporary erosion control matting.

When matting sections are installed side-by-side to cover an area, they shall overlay 4 inches (minimum).

Each length of fabric shall be stapled in 3 rows, each edge and center, with staples placed on 3-foot centers (maximum). Overlap ends shall be stapled on maximum 12-inch centers across the fabric overlay.

One inch of topsoil shall be applied to the area to be covered. Drainage channels and slopes shall be shaped in accordance with the cross section shown on the plans and shall be rolled or tamped to compact soil in place before final shaping.

Stones, roots, and other objects that will prevent protective covering from making close contact with the seed bed shall be removed before covering is installed.

B. Applying Seed:

Seed shall be applied in accordance with Section 02900 of these Specifications except that mulch will not be required. Seed, fertilizer, and lime shall be applied prior to installation of protective coverings.

Seeded areas adjacent to the channel or ditch that are disturbed during installation of covering shall be uniformly reshaped, reseeded, and mulched at the Contractor's expense.

C. Installing Erosion Control Matting:



Matting shall be installed and anchored in accordance with the standard drawings and manufacturer's recommendations.

D. Water:

After matting is installed, seeded areas shall be watered sufficiently to saturate the seed bed. Water shall be applied in a spray, and no additional watering will be required.

PART 4 – MEASUREMENT AND PAYMENT

4.01 Method of Measurement

Seeding and erosion control items described above shall be considered as a lump sum item.

4.02 Method of Payment

Payment for seeding and erosion control will include all labor, equipment, and other incidentals, and will be included in the Schedule of Prices as Seeding and Erosion Control.



SECTION 03000 RIPRAP

PART 1 - GENERAL

1.01 WORK INCLUDED

This work shall consist of placing the specified type of riprap in accordance with the plans and specifications.

- A. Energy Dissipaters / Check Dams
- B. Slope Protection

PART 2 - MATERIAL

2.01 DRY RIPRAP

The classes of dry riprap shall be as follows:

- A. Class I: Stones shall weigh between 50 and 150 pounds each. At least 60 percent shall weigh more than 100 pounds, and approximately 10 percent may weigh 50 pounds or less.
- B. Class II: Stones shall weigh between 150 pounds to 500 pounds each. At least 50 percent shall weigh more than 300 pounds, and approximately 10 percent may weigh 150 pounds or less.
- C. Class III: Stones shall weigh from 500 pounds to 1,500 pounds each. At least 50 percent shall weigh more than 900 pounds, and approximately 10 percent may weigh less than 500 pounds.

PART 3 - EXECUTION

3.01 DRY RIPRAP

- A. Grading: Slopes shall be finished to a reasonably smooth and compact surface within a tolerance of 3 inches from the surface lines shown on the plans.

Immediately prior to placement of riprap bedding, the prepared base will be inspected. Riprap or bedding shall not be placed until the prepared base has been approved.

- B. Bedding: Type IV, 8 oz. geotextile bedding material shall be required below riprap only in areas that the turf reinforcement mat is not used as bedding material. The entire perimeter of the material shall be turned down and buried at

least 9 inches for anchorage. Adjacent strips of material shall run only up and down the slope and shall overlap at least 18 inches. Geotextile bedding material shall not be used on slopes greater than 1:1. If sewed, strips shall overlap at least 4 inches and shall be double stitched seam. Damaged material shall be replaced or repaired with a patch of the same material overlapping the damaged area by at least 18 inches on all sides. Displaced material shall be repositioned, including, if necessary, removing and replacing riprap stone, at the Contractor's expense. Material shall be placed loosely so that positioning riprap will not stretch or tear it.

- C. Placing Stones: Riprap shall be placed on the embankment as soon as practicable after bedding has been finished, but no later than 15 days, in a manner that will produce a reasonably well-graded mass of rock with the minimum practicable percentage of voids. Riprap shall be placed to its full course thickness in one operation and in a manner to avoid displacing underlying material. Riprap stone shall not be dropped onto fabric from a height greater than 1 foot. Smaller-sized material shall not be dripped onto fabric from a height greater than 3 feet. Larger stones shall be reasonably well distributed.

Finished riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Hand placing may be required to the extent necessary to secure the results specified and from uniform slopes.

A tolerance of $\pm 1/4$ of the thickness of the maximum-size stone for the lines and grades shown on the plans will be allowed in the finished surface. However, the extremes of such tolerance shall not be continuous over an area of more than 200 square feet. Riprap shall be keyed into the natural ground in an approved manner and to a depth equal to the bed thickness or to solid rock.

The desired distribution of various sizes of stones throughout the mass may be obtained by selective loading at the source, controlled dumping of successive loads during final placement, or a combination of these methods likely to cause segregation of the various sizes will not be permitted.

Riprap protection shall be maintained until the riprap is accepted by the Company. Displaced material shall be replaced to the lines and grades shown on the plans at the Contractor's expense.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

The quantity of Riprap will be considered as a unit rate per ton. The Riprap included in this measurement will only consist of the material that comprises the velocity dissipation pad. Riprap for the check dams will be included in the unit rate for Seeding and Erosion Control.

4.02 PAYMENT

Payment for Riprap will include all labor, equipment, and other incidentals, and will be included in the Schedule of Prices as Riprap.



SECTION 03200 PERMANENT TURF REINFORCEMENT MATTING

PART 1 – GENERAL

1.01 Description of Work

This work shall consist of furnishing and placing permanent protective coverings throughout the length of the channel for erosion control, including seed, fertilizer, lime, topsoil, and water, in accordance with these specifications and in reasonably close conformity to the dimensions, lines, and grades shown on the plans or as established by the Technical Representative. The matting described herein shall be installed from the top of the south bank of Mineral Creek to the top of the north bank of Mineral Creek for the approximate 500 linear feet of the project area.

1.02 Limits of Work

The areas required for installation of permanent turf reinforcement matting is illustrated in the Construction Drawings.

1.03 Protection

The Contractor shall protect all surface utility structures during installation of the turf reinforcement mat.

PART 2 – PRODUCTS

2.01 Permanent Turf Reinforcement Mat: A permanent turf reinforcement mat will be utilized for surface protection of all slopes within the project area. The permanent turf reinforcement mat shall be composed of a material with the following characteristics or as approved by the Engineer.

Weight: 7.5 oz/sy
Thickness: .25 in
Light Penetration: 50%
Color: Green
Tensile Strength: 2000 x 1800 lb/ft
Elongation: 50% (max)
Resiliency: 70%
Flexibility: .195 in-lb (avg)
UV Resistance @ 3000 hours: 90%
Velocity (Vegetated): 20 ft/sec
Shear Stress (Vegetated): 12 lb/sf
Manning's "n" (Unvegetated): .03



PART 3 – EXECUTION

3.01 Installation of the turf reinforcement mat shall be in accordance with the construction drawings and manufacturer specifications.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

The quantity of permanent turf reinforcement matting shall be considered a unit rate item and will be measured per square yard.

4.02 PAYMENT

Payment for permanent turf reinforcement will include all labor, equipment, and other incidentals, and will be included in the Schedule of Prices as Permanent Turf Reinforcement Mat.

CONTRACT DRAWINGS

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on August 30, 2012** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**DRAINAGE IMPROVEMENTS TO
MINERAL CREEK AT J ED TURNER ROAD
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Eco-Systems, Inc., 6360 I-55 North, Suite 330, Jackson, Mississippi, 39211, upon deposit of \$100.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

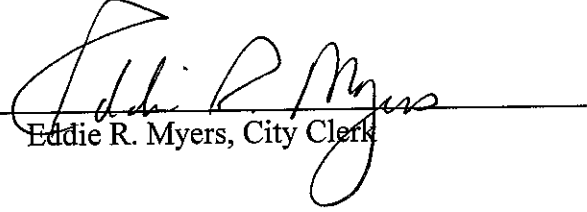
BID:

**DRAINAGE IMPROVEMENTS TO
MINERAL CREEK AT J ED TURNER ROAD
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


Eddie R. Myers, City Clerk

Publish on 8-1-12 & 8-8-12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0998

File ID: 2012-0998

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2012

Brief Title: Sale of Grave Spaces

Final Action:

Minute Book Number: MB 2012-1/270

Title:

Approve sale of grave spaces per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Deeds to Cemetery lots, executed Deeds to Cemetery lots

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	08/07/2012					

Text of Legislative File 2012-0998

Title

Approve sale of grave spaces per attached memo.

Summary

Sale of grave spaces.

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 Robert Allen Regan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northwest Quarter (NW 1/4)

Lot Number: 39 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bailey Pearl Gibson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #121

Lot Number: 5 Section Number: 19

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August 2012.

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 Rosemary Towers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2)Southwest Quarter(SW 1/4)

Lot Number:5822

Section Number:36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Katherine Joyce Hill, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 22

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 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Curtis Charles 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 (S1/2) Southeast Quarter (SE 1/4)

Lot Number: 93 Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Paul McGhee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 96

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Earlene Naylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 44

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 ZyAnna Martin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southeast Quarter (SE 1/4)

Lot Number: 56

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Torkeith Knight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter (SE 1/4)

Lot Number: 19

Section Number: 32

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Marsha F Bridges, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter (SE 1/4)

Lot Number: 40

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Freddie Lee Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) Southeast Quarter (SE 1/4)

Lot Number: 85 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 7th day of August, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Robert Allen Regan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northwest Quarter (NW 1/4)

Lot Number: 39

Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

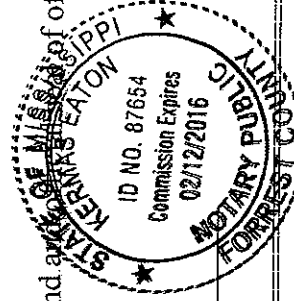
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and seal of office on this, the 7th day of August, 2012.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bailey Pearl Gibson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #121

Lot Number: 5 Section Number: 19

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST

Eddie R. Myers
CITY CLERK

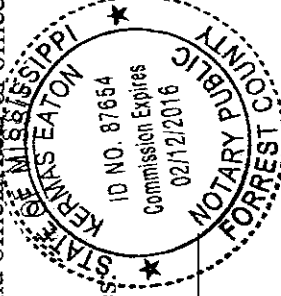
Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August 2012.

My Commission Expires: _____



NOTARY PUBLIC

[Signature]

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 Rosemary Towers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter (SW 1/4)

Lot Number: 5822

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

Eddie L. DuPre
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. Myers
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

My Commission Expires: 8/6/14

Commission Expires
02/12/2016

NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Katherine Joyce Hill, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 22

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 7th day of August, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

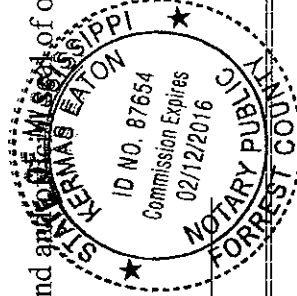
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and seal of office on this, the 7th day of August, 2012.

My Commission Expires:



[Signature]
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 Curtis Charles 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 (S1/2) Southeast Quarter (SE 1/4)

Lot Number: 93

Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

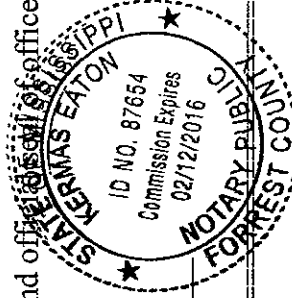
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Paul McGhee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 26

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

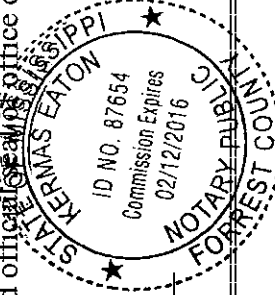
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of my office on this, the 7th day of August, 2012.

My Commission Expires:



[Signature]
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 Earlene Naylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 44

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

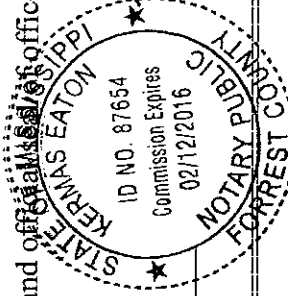
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of my office on this, the 7th day of August, 2012.

My Commission Expires:



[Signature]
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 Zyanna Martin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southeast Quarter (SE 1/4)

Lot Number: 56

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. Myers
MAYOR

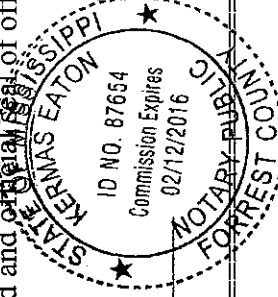
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

My Commission Expires:



[Signature]
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 Torkeith Knight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter (SE 1/4)

Lot Number: 19

Section Number: 32

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

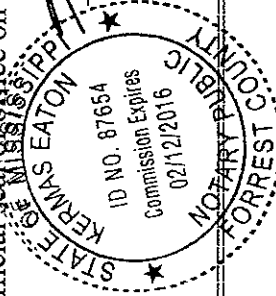
Johnny L. DuPree
MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

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 Marsha F Bridges, 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 (\$1/2) Southeast Quarter (SE 1/4)

Lot Number: 40

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of August, 2012.

ATTEST

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

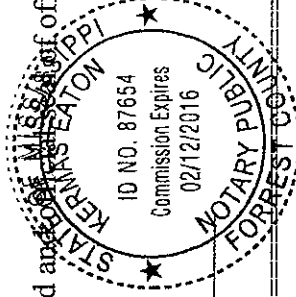
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and seal of office on this, the 7th day of August, 2012.

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 Freddie Lee Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) Southeast Quarter (SE 1/4)

Lot Number: 85

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 7th day of August, 2012.

ATTEST

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

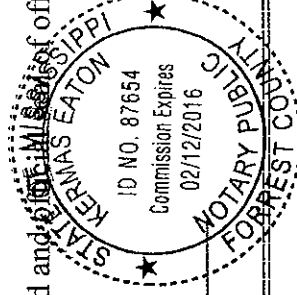
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of August, 2012.

My Commission Expires:



NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2012-1004

File ID: 2012-1004

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB 2012-1/270

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-1004

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: July 31, 2012

The following request for payment is being submitted for approval during the City Council's August 7, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Breakthrough Community Services
Activity:	Public Service
Program:	CDBG
Project Site:	1313 Country Club Rd.
Amount Requested:	\$3,429.73
Purpose of Request:	Utility Payments - Draw #1
Work Provided by:	Breakthrough Community Services

Recipient:	The First Tee of the Pinebelt
Activity:	Public Service
Program:	CDBG
Project Site:	301 Barry St.
Participant Uniforms	\$1,454.31
Training/Education	\$684.19
Printing/Supplies	\$448.09
Day Camp Snack/Fruit	\$393.23
Amount Requested:	\$2,979.82
Purpose of Request:	Draw #3
Work Provided by:	The First Tee of the Pinebelt

Recipient:	Pinebelt Community Services
Activity:	Public Services
Program:	CDBG
Project Site:	1101 North Main St.
Food	\$1,139.61
Amount Requested:	\$1,139.61
Purpose of Request:	Draw #1
Work Provided by:	Bonner Analytical

Recipient:	City of Hattiesburg – Engineering Department
Activity:	Newman-Buschman Area Sidewalk Design
Program:	CDBG-R (ARRA)
Project Site:	Newman Buschman Area
Amount Requested:	\$20,072.85
Purpose of Request:	Engineering & Design work
Work Provided by:	Neel-Schaffer

Recipient: Lockhart Construction
Activity: Demolition
Program: CDBG
Project Site: 605 Short 5th St.
Amount Requested: \$5,800.00
Purpose of Request: Demolition completed
Work Provided by: Lockhart Construction

Recipient: Bonner Analytical
Activity: Rehabilitation
Program: CDBG
Project Site: 1507 Pecan Dr.
Amount Requested: \$18.75
Purpose of Request: Asbestos Analysis
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Rehabilitation
Program: CDBG
Project Site: 302 Hall Ave.
Amount Requested: \$81.25
Purpose of Request: Asbestos Analysis
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Rehabilitation
Program: CDBG
Project Site: 208 W 7th St.
Amount Requested: \$56.25
Purpose of Request: Asbestos Analysis
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Rehabilitation
Program: CDBG
Project Site: 605 Broad St.
Amount Requested: \$56.25
Purpose of Request: Asbestos Analysis
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Rehabilitation
Program: CDBG
Project Site: 1802 Edwards St.
Amount Requested: \$112.50
Purpose of Request: Asbestos Analysis
Work Provided by: Bonner Analytical

Recipient:	The Hills, LLC
Activity:	Microenterprise
Program:	CDBG
Project Site:	2018 Hardy St, Suite 20
Rent & Utilities	\$1,231.23
Furniture	\$688.93
Computers & Equipment	\$1,454.12
Marketing & Supplies	\$920.72
Training/Conferences/Memberships	\$1,250.00
Amount Requested:	\$5,545.00
Purpose of Request:	Draw #2
Work Provided by:	The Hills, LLC

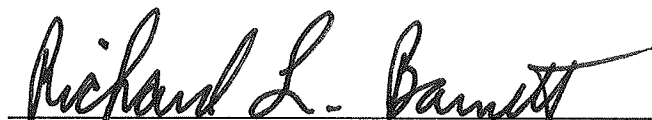
Recipient:	B & F Distributors, LLC
Activity:	Microenterprise
Program:	CDBG
Project Site:	103 Broadway Dr.
Rent & Utilities	\$1,174.95
Inventory, Supplies, Fixtures	\$933.16
Amount Requested:	\$2,108.11
Purpose of Request:	Draw #1
Work Provided by:	B & F Distributors, LLC

Recipient:	Eve's House, Inc.
Activity:	Public Service
Program:	CDBG
Project Site:	841 North Main St.
Jobs for Life Curriculum	\$851.50
Supplies & Printing	\$123.05
Tutors/Teachers	\$120.00
Amount Requested:	\$1,094.55
Purpose of Request:	Draw #2
Work Provided by:	The First Tee of the Pinebelt

REQUEST FOR FUNDS

(1) Organization's Name & Address: Breakthrough Community Services, Inc. 1313 Country Club Road Hattiesburg, MS 39401 Telephone Number: <u>601-582-3475</u>	(2) Project Address: PUBLIC SERVICE GRANT Utility Assistance Program	(3) Request No. <u>1</u>
		(4) Work Performed: Utility Assistance
		(5) Amount Requested: \$ <u>3,429.73</u>
(6) Project Period From: <u>July 5, 2012</u> To: <u>July 24, 2012</u>	(7) Check Made Payable to: Breakthrough Community Services, Inc.	(8) Prepared By: <u>Dequandra Johnson</u> Date Prepared <u>7/24/12</u>

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.



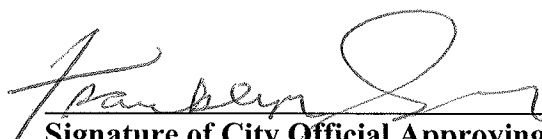
Signature of Authorized Officer Requesting Funds

7-26-12

Date

RICHARD L. BARNETT, CFO

Type Name and Title of Authorized Officer



Signature of City Official Approving Disbursement

7/30/12

Date

FRANKLYN TATE

Type Name and Title of City Official

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name Breakthrough Community Services, Inc. Contract Date: _____

Request Number 1 Total Amount Requested ** \$ 3,429.73

Funds requested are for CHDO Operating Costs associated with activity(ies):

1) <u>Utility Assistance Program – Public Service Grant</u>	\$ <u>3,428.73</u>
2) _____	\$ _____
3) _____	\$ _____
4) _____	\$ _____
5) _____	\$ _____
6) _____	\$ _____
7) _____	\$ _____

Total of Attached Documentation \$ 3,429.73

Total Amount Requested for this Draw \$ 3,429.73

TOTAL REQUESTED TO DATE \$ 3,429.73

Period of Project(s) Start to Completion From _____ to _____

Other: _____



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

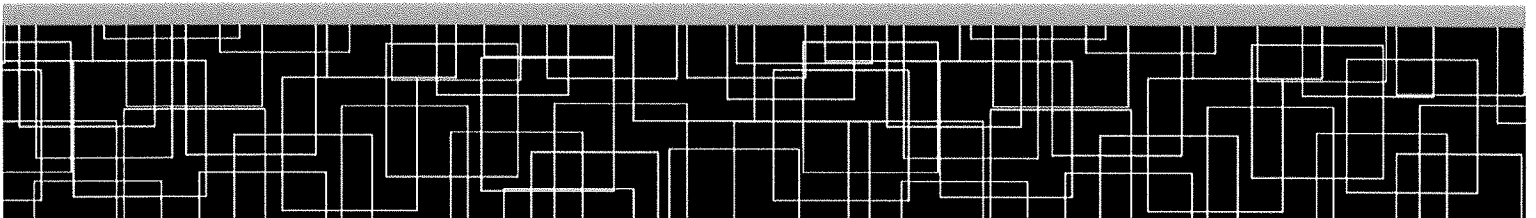
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Project	Invoice	Billing Period
Public Service Grant – Utility Assistance Program	01	July 5, 2012 – July 24, 2012

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Public Service Grant <i>*Assisted 22 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.</i>	1	3,429.73
			\$ 3, 429.73

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!





Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

Utility Assistance Program

The following applicants listed below are eligible for the Utility Assistance Program. The twenty-two (22) individuals meet income & criteria eligibility (limited clientele) for the UAP Program.

Applicant	Utility Servicer	Amount
Janie M. Walker 805 Duke Avenue --- 39401	MS Power	\$190.40
Johnnie McGee 504 Milton Barnes Avenue	Willmut Gas MS Power	\$17.00 \$80.00
Hilda Rankin 918 Mobile Street --- 39401	MS Power	\$197.43
David C. Knight 1018 Mobile Street	MS Power	\$146.02
Fannie Knight 1020 Mobile Street	MS Power	\$275.81
Jeanette Anyanele 169 Scenic Drive --- 39401	MS Power	\$200.00
Rosa M. Standley 312 North Tipton Street	MS Power	\$175.54
Lori Ann Smith 102 Montague Drive	MS Power	\$137.58
Gladys Jemison 7012 Tuscan Avenue	MS Power	\$145.33
Shirley Sloan 514 E 10 th Street	MS Power	\$160.93
Bessie Barnes 927 Spencer Street	MS Power	\$193.49
~~Alice P. Goudy 132 Hope Drive~~	~~MS Power~~	~~\$87.76~~
Katherine Wright 212 Martin L. King #2-C	MS Power	\$109.00
Eula Poole 304 Willis Avenue	MS Power	\$170.16
Bobbie J. Jackson 211 Tuscan Avenue	MS Power	\$70.83
Dorothy Sullivan 603 Duke Avenue	MS Power	\$150.00
George Daniel 1678 James Street	MS Power	~~\$194.61~~

Did not provide
AE

194.67 AE



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

Utility Assistance Program

Applicant	Utility Servicer	Amount
Maggie Ford 705 Ellis Avenue --- 39401	MS Power	\$120.04
Tangie Payton 612 Charles Street	MS Power	\$91.64
Robert Carson 106 Saratoga Circle	MS Power	\$222.68
Mary Oatis 807 Duke Avenue	MS Power	\$155.12
Lisia Magee 203 West 4 th Street	MS Power	\$226.06



www.thefirstteethepinebelt.org

MEMORANDUM

To: Andrew Ellard
Government Accountant
City of Hattiesburg

From: Sandra Thompson
Executive Director
The First Tee of The Pine Belt

Re: Reimbursement of Expenses – Request Number 3

Date: July 23, 2012

Requesting reimbursement from the following categories:

Category: Participant Uniforms	Beginning Balance:	\$1,500.00
	Reimbursement Request:	<u>\$1,454.31</u>
	Uniform Balance:	\$ 45.69
Training & Education	Beginning Balance:	\$1,750.00
	Reimbursement Req.	<u>\$ 684.19</u>
	T & E Balance:	\$1,065.81
Supplies	Beginning Balance:	\$ 455.04
	Reimbursement Req.	<u>\$ 448.09</u>
	Supplies Balance:	\$ 6.95
Day Camp Snacks/Fruit	Beginning Balance:	\$1,750.00
	Reimbursement Req.	<u>\$ 393.23</u>
	Snacks/Fruit Balance	\$1,356.77

Total reimbursement request: \$2,979.82

Thank you.

FLT
7/30/12

REQUEST FOR FUNDS

(1) Organization's Name & Address: PINEBELT Community Services – Meals Program Telephone Number: 601-583-4943	Project Address: 1101 North Main Street Hattiesburg, MS 39401	Request No. 1 Worked Performed: Food Purchases (5) Amount Requested: <u>\$1,139.61</u>
(6) Project Period From: March 15 2012 To: December 31, 2012	(7) Check Made Payable to: PINEBELT Community Services – Meals Program	Prepared By: Annie Lucille Bass Date Prepared July 13, 2012

Lucille Bass
Signature of Authorized Officer Requesting Funds

July 13, 2012
Date

Mrs. Lucille Bass, Program Director
Type Name and Title of Authorized Office

Franklin
Signature of City Official Approving Disbursement

7/30/12
Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that the amounts requested do not exceed the total funds obligated by the contract".

Revised 10/04

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: PINEBELT Community Services Meals Program
Contract Date: 02/03/2011

Request Number #1 Total Amount Requested ** \$1,139.61

Funds requested are for Meals Program Costs and Expenses

1 Food	<u>\$1,139.61</u>
2) Gas Cards	<u>\$</u>
3)	<u>\$</u>
4)	<u>\$</u>
5)	<u>\$</u>
6)	<u>\$</u>
7)	<u>\$</u>
Total of Attached Documentation	<u>\$ 1,139.61</u>
Less Amount in Excess of Contract Award	<u>\$</u>
** Total Amount Requested for this Draw	<u>\$ 1,139.61</u>
TOTAL REQUESTED TO DATE	<u>\$ 1,139.61</u>

Period of Project(s) Start to Completion From: May, 2012 to December 31, 2012

Other: _____



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

To: Andrew Ellard

From: Bert Kuyrkendall, P.E., Director of Engineering

BK

Date: July 24, 2012

*O.C.
7/24/12
7/30/12*

RE: Newman-Buschman Shared Use Pathway

The above referenced project has incurred design fees in the amount of \$20,072.85. Reimbursement for this amount is respectfully requested at this time. Backup documentation for these expenses is available on request.

OR132646



RECEIVED
3/23/12

February 29, 2012
Project No: NS.08933.000
Invoice No: 01001037

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project NS.08933.000 City of Hattiesburg – Shared Use Pathway
(this project is funded by the HUD EDI Grant # B-10-SP-MS-0101)

Professional Services from February 1, 2012 to February 29, 2012

Phase	001	Design for Newman – Buschman Neighborhood to Chain Park		
Fee				
Total Fee	37,450.00			
Percent Complete	5.986	Total Earned	2,241.76	
		Previous Fee Billing	0.00	
		Current Fee Billing	2,241.76	
		Total Fee		2,241.76
Total this Invoice			\$2,241.76	

APPROVED FOR PAYMENT

DATE 3-26-12

SIGNATURE BALM

072201.6015?
MB 2012-1/51

P.O. Box 1487 / 39403-1487, 704 Hardy St., Hattiesburg, MS 39401-3665, 601.545.1565, Fax 601.545.2267
Federal Tax ID Number 64-0671634

ENTERED

FAXED
3/26/12

OR 134534



March 31, 2012
Project No: NS.08933.000
Invoice No: 01001604

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project NS.08933.000 City of Hattiesburg – Shared Use Pathway
(this project is funded by the HUD EDI Grant # B-10-SP-MS-0101)
Professional Services from March 1, 2012 to March 31, 2012

Phase 001 Design

Fee

Total Fee	37,450.00		
Percent Complete	16.1648	Total Earned	6,053.72
		Previous Fee Billing	2,241.76
		Current Fee Billing	3,811.96
		Total Fee	3,811.96

Total this Invoice \$3,811.96

APPROVED FOR PAYMENT

DATE 5/25/12

SIGNATURE

1203

P.O. Box 1407 / 39403-1407, 704 Hardy St., Hattiesburg, MS 39401-3685, 601.545.1505, Fax 601.545.2267
Federal Tax ID Number 64-0671634

07201.6015 ENTERED

MB 2012-1/51

02 134533



April 30, 2012
Project No: NS.08933.000
Invoice No: 01002147

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project NS.08933.000 City of Hattiesburg – Shared Use Pathway
(this project is funded by the HUD EDI Grant # B-10-SP-MS-0101)
Professional Services from April 1, 2012 to April 30, 2012

Phase 001 Design

Fee

Total Fee	37,450.00		
Percent Complete	17.3364	Total Earned	6,492.48
		Previous Fee Billing	6,053.72
		Current Fee Billing	438.76
		Total Fee	438.76

Total this Invoice \$438.76

APPROVED FOR PAYMENT

DATE

5/25/12

SIGNATURE

001203 P.O. Box 1487 139403-1487, 704 Hardy St., Hattiesburg, MS 39401-3065, 601.545.1565, Fax 601.545.2267
072201.6015
Federal Tax ID Number 64-8671634

MB 2012-1/51



June 30, 2012
Project No: NS.08933.000
Invoice No: 01003833

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

RECEIVED
7/20/12

Project NS.08933.000 City of Hattiesburg – Shared Use Pathway
(this project is funded by the HUD EDI Grant # B-10-SP-MS-0101)
Professional Services from May 1, 2012 to June 30, 2012

Phase 001 Design

Fee

Total Fee	37,450.00		
Percent Complete	62.9005	Total Earned	23,556.24
		Previous Fee Billing	6,492.48
		Current Fee Billing	17,063.76
		Total Fee	17,063.76

Total this Invoice \$17,063.76



"Building dreams one home at a time"

Lockhart Construction

Michael Lockhart Contractor

128 Pine Hills Drive

Hattiesburg, MS 39402

Direct Connect: 601.329.9922

Office: 601.268.0202

Invoice

TO: City of Hattiesburg, MS

DEMOLITION-PROJECTS—HRRP

ATTENTION: Andrew Ellard

CUSTOMER NAME: CDBG		DATE: 07.13.12
PROPERTY ADDRESS: 605 Short 5th Street		
CITY: Hattiesburg	STATE: MS	ZIP: 39401
DAY PHONE: (601)	ALT. PHONE:	FAX: 601.545.4592
CONTACT NAME ATTN: Andrew Ellard		
Contractor supplies all materials. Contractor will provide license and permits.		
PROJECT SUMMARY		
PAYMENT FOR demolition at 605 Short 5th Street		
P. O. Number: 125404		
INVOICE PAYMENT		
		\$5,800.00

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50259

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via		F.O.B.	Terms		
07/24/12			Origin			
Purchase Order Number		Order Date	Sales Person		Our Order Number	
		07/24/12				
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

1 1 50

1507 PECAN DRIVE
BATHROOM FLOOR TILE
SAMPLE RECEIVED 07-16-12
Rush charge @ 1.25X

ASBESTOS ANALYSIS @ \$15
PER INITIAL LAYER

18.75 18.75

Invoice subtotal 18.75

Invoice total 18.75

*per
2/5/12*

Thank You

07-27-12 A09:18 RCVD

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50260

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
07/24/12				Origin			
Purchase Order Number			Order Date		Sales Person		Our Order Number
			07/24/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

 302 HALL AVENUE
FLOOR TILE-GARAGE AREA,
FLOOR TILE-BACK BEDROOM,
FLOOR TILE-BACK BATHROOM
SAMPLES RECEIVED 07-16-12
Rush charge @ 1.25X

3	3	50	ASBESTOS ANALYSIS @ \$15 PER INITIAL LAYER	18.75	56.25
2	2	51	ASBESTOS ANALYSIS @ \$10 PER SUBSEQUENT LAYER	12.50	25.00
Invoice subtotal					81.25
Invoice total					81.25

for
7/30/12

Thank You

07-27-12A09:17 RCVD

BONNER ANALYTICAL2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50261

Bill To: CITY OF HATTIESBURG
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898**Ship To: CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
07/24/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			07/24/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

*RJ*208 WEST 7TH STREET
CEILING-LR & HALLWAY,
CEILING - KITCHEN,
EXTERIOR SIDING
SAMPLES RECEIVED 07-16-12
Rush charge @ 1.25X

3	3	50	ASBESTOS ANALYSIS @ \$15 PER INITIAL LAYER	18.75	56.25

Invoice subtotal 56.25

Invoice total 56.25

7/27
7/30/12

Thank You

07-27-12 A00:18 RCVD

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50262

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
07/24/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			07/24/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

3

3

50

RJ

605 BROAD STREET
EXTERIOR SIDING,
CEILING/SHEETROCK-LR & REAR BEDROOM,
WALLPAPER-DEN
SAMPLES RECEIVED 07-16-12
Rush charge @ 1.25X

ASBESTOS ANALYSIS @ \$15
PER INITIAL LAYER

18.75

56.25

Invoice subtotal

56.25

Invoice total

56.25

*7/27
7/30/12*

Thank You

07-27-12A09:17 RCVD

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50258

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
07/24/12				Origin			
Purchase Order Number		Order Date		Sales Person		Our Order Number	
		07/24/12					
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

1802 EDWARDS STREET
KITCHEN FLOOR,
BACK BATHROOM FLOOR,
BACK BATHROOM COUNTERTOP
WASHROOM FLOOR
SAMPLES RECEIVED 07-16-12
Rush charge @ 1.25X

4	4	50	ASBESTOS ANALYSIS @ \$15 PER INITIAL LAYER	18.75	75.00
3	3	51	ASBESTOS ANALYSIS @ \$10 PER SUBSEQUENT LAYER	12.50	37.50

Invoice subtotal 112.50

Invoice total 112.50

Handwritten: JCT
7/30/12

07-27-12A09:17 RCVD

Thank You

The Hills, LLC

Stacey Blalock Henry, Ph.D.

P.O. Box 16074

Hattiesburg, MS 39404

Phone: (601) 336-0445

DATE:

07/30/2012

Reimbursement #

2

For: CDBG Microenterprise Award

DESCRIPTION	AMOUNT
• Tmobile (June & July bills) (utility)	\$235.62
• August rent	\$500.00
ADP membership dues (membership)	\$275.00
• PineBelt Women's Expo booth registration (marketing)	\$200.00
• MS Power (utility)	\$495.61
Delta Airline (2 tickets to Charlotte, NC for AAMFT Conference) (marketing)	\$725.40
• Vistaprint (groupon coupon) (marketing supplies)	\$54.47
• Vistaprint (website monthly fee) (marketing supplies)	\$9.98
• 4 Imprint (marketing supplies- post it)	\$239.22
• 4 Imprint (marketing supplies- fans)	\$146.50
• Sam's (supplies - ink, cleaning supplies)	\$91.29
• Office Depot (furniture-chairs and desk)	\$550.48
• Vistaprint (purchased a Groupon coupon for marketing supplies)	\$34.00
Southwest Airlines (Orlando, FL NCAD conference (marketing)	\$249.60
• Walmart (marketing suppliesfor women's expo)	\$39.07
• Pier 1 (furniture)	\$66.25
• Pier 1 (furniture)	\$26.73
• Dollar General (marketing supplies for expo)	\$20.26
• Sam's (candy for marketing at expo)	\$7.36
• Dollar General (marketing supplies for expo)	\$5.46
TOTAL	\$ ~~3,972.30~~

*The Hills, LLC**continued
to page 2*

Reimbursement

DATE:

07/30/2012

Reimbursement #

2 (Page 2)

For: CDBG Microenterprise Award

The Hills, LLC

\$5,545.⁰⁰

78m
7/30/12

Combined total: \$5545.00



103 Broadway Drive Hattiesburg, MS 39401
Phone: 601 544-4463 Cell: 601 310-4156

REQUEST 01

REQUEST FOR FUNDS

DATE	LINE ITEM TITLE	BUDGET	BALANCE	REQUEST	BALANCE
7/30/2012	RENT & UTILITIES	\$6,900.00	\$6,900.00	1,174.95	5,725.05
7/30/2012	MARKETING	\$1,500.00	\$1,500.00	0	1,500
7/30/2012	INVENTORY, SUPPLIES, SIGNAGE, & FIXTURES	\$5,400.00	\$5,400.00	752.35 933.16	~~4647.64~~ 4466.84
7/30/2012	INSURANCE	\$1,200.00	\$1,200.00	0	
7/30/2012	MISCELLANEOUS (requires prior staff review)	\$0.00	\$0.00	180.80	
		\$15,000.00	\$15,000.00	Total Request	
				\$2,108.11	\$12,891.89

Signed Dessie minor Date 7-30-2012

[Signature]
7/30/12



103 Broadway Drive Hattiesburg, MS 39401
Phone: 601 544-4463 Cell: 601 310-4156

REQUEST 01

REQUEST FOR FUNDS

DATE	LINE ITEM TITLE	BUDGET	BALANCE	REQUEST	BALANCE
7/30/2012	RENT & UTILITIES	\$6,900.00	\$6,900.00	1,174.95	5,725.05
7/30/2012	MARKETING	\$1,500.00	\$1,500.00	0	1,500.00
7/30/2012	INVENTORY, SUPPLIES, SIGNAGE, & FIXTURES	\$5,400.00	\$5,400.00	933.16	4,466.84
7/30/2012	INSURANCE	\$1,200.00	\$1,200.00	0	1,200.00
7/30/2012	MISCELLANEOUS (requires prior staff review)	\$0.00	\$0.00	0	0
		\$15,000.00	\$15,000.00		
				Total Request	
				\$2,108.11	\$12,891.89

Signed _____ Date _____

B & F Distributors LLC
103 Broadway Drive
Hattiesburg, MS 39401
601 544-4463

7/30/2012

WORKSHEET REQUEST #1
Receipts and Invoices Attached

RENT& UTILITIES

Rent	750.00
Comcast	201.24
Hatt Water	35.98
Miss Power	187.73
	<u>\$1,174.95</u>

MARKETING

\$0.00

INVENTORY, SUPPLIES, SIGNAGE & FIXTURES

Chinook	94.96	1
Soffe	21.45	1
Rothco	106.76	1
Propper	197.34	1
Propper	55.69	1
Vip Corp	48.19	
Rothco	<u>227.97</u>	
	752.36	

INSURANCE

\$0.00

MISCL.

OFFICE SUPPLIES	34.23
OFFICE SUPPLIES	<u>146.57</u>
	\$180.80

Dessie minor 7-20-2012

F. Du
7/30/13



City of Hattiesburg, MS

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

Master

File Number: 2012-1003

File ID: 2012-1003

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/271

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/07/2012					

Text of Legislative File 2012-1003

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: June 26, 2012

The following request for payment is being submitted for approval during the City Council's July 3, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	LaJuana Thomas
Activity:	Rehabilitation
Program:	HOME
Project Site:	2828 Edwards St.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 7/28/2012 – 8/27/2012
Work Provided by:	n/a

Recipient:	Earnestine McGee
Activity:	Rehabilitation
Program:	HOME
Project Site:	310 N 21 st Avenue
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 7/20/2012 – 8/20/2012
Work Provided by:	n/a

Recipient:	Parker's Landscape Service, LLC
Activity:	Acquisition /Rehabilitation
Program:	HOME
Project Site:	11 Annie Christie Dr.
Amount Requested:	\$80.00
Purpose of Request:	Lawn Maintenance
Work Provided by:	Parker's Landscape Service, LLC



PARKER'S

LANDSCAPE SERVICE, LLC

P.O. Box 17361 • Hattiesburg, MS 39404 • (601) 264-0567

7/12/2012

INVOICE

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

INVOICE #

14115

DESCRIPTION

#11 Annie Christy Drive - Lawn Maintenance
Police litter, debris; mow; edge; trim w/ string trimmer; cleanup
7/03/12

AMOUNT

Contracted amount
Tax 7%

\$0.00
0.00

Total

\$0.00

Thank You.

2/1/12

7/12/12



City of Hattiesburg, MS

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

Master

File Number: 2012-0984

File ID: 2012-0984

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2012

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB 2012-1/271

Title:

Approve Claims Docket for the period ending July 31,2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Docket 7.31.12, ADDENDUM 8.7.12, ADDENDUM 8.7.12 (2)

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	08/07/2012	Action Text: A MOTION was made by Council Vice President Ware and seconded by Council member Carroll to approve Routine Agenda item VII.-21, the Claims Docket for the period ending July 31, 2012. There being no discussion, the Motion received the affirmative vote of the Council as follows: Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor Nays: 0				

Text of Legislative File 2012-0984

Title

Approve Claims Docket for the period ending July 31,2012.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Date	Check Amount
GENERAL FUND								
00001 A A A AMBULANCE SERVICE	12-35133 KIR	00125910	11007257	SERV 7/7/12 KIRKLAND-PRISONER	07/31/12	224844	- 07/31/12	252.39-
00001 A A A AMBULANCE SERVICE	12-35630 DEA	00125910	11007258	SERV 7/10/12 DEARMAN-PRISONER	07/31/12	224844		252.39-
00001 A A A AMBULANCE SERVICE	132	00124647	11007324	CPR CARDS FIRE DEPT	07/31/12	224844		100.00-
A A A AMBULANCE SERVICE								
Sum								604.78-
00001 ADVANCED JANITORIAL SERV	20149 CITY H	00125962	11007319	SERVS 7/12 CITY HALL	07/31/12	224847		1,925.00-
00001 ADVANCED JANITORIAL SERV	20149 TRAFFI	00125962	11007320	SERVS 7/12 TRAFFIC OFFICE	07/31/12	224847		250.00-
ADVANCED JANITORIAL SERV								
Sum								2,175.00-
00001 AFFORDABLE EMERGENCY LIG	1028	00126068	11007383	REPR CAMERA CABLE U#183	07/31/12	224848		85.00-
00001 AFFORDABLE EMERGENCY LIG	1027	00126068	11007384	REPR SIREN SPEAKER U#175	07/31/12	224848		85.00-
00001 AFFORDABLE EMERGENCY LIG	1026	00126068	11007385	SIREN REPR U#183	07/31/12	224848		85.00-
00001 AFFORDABLE EMERGENCY LIG	1025	00126068	11007386	REPLACE CONSOLE U#175	07/31/12	224848		85.00-
00001 AFFORDABLE EMERGENCY LIG	1024	00126068	11007387	LT HOUSING/BULB U#187	07/31/12	224848		130.00-
00001 AFFORDABLE EMERGENCY LIG	1023	00126068	11007388	R/R SIREN/STROBE U#1641	07/31/12	224848		130.00-
00001 AFFORDABLE EMERGENCY LIG	1022	00126068	11007389	R/R SIREN U#1711	07/31/12	224848		170.00-
00001 AFFORDABLE EMERGENCY LIG	1029	00126068	11007390	REPR POWER DIS U#17316	07/31/12	224848		170.00-
AFFORDABLE EMERGENCY LIG								
Sum								940.00-
00001 AGRI-AFC LLC	1029564	00125481	11007157	CHEMICAL SPRAYER REPR PTS	07/31/12	224849		69.50-
AGRI-AFC LLC								
Sum								69.50-
00001 AIR CONDITIONING PARTS &	1634	00124993	11007182	A/C REPR PTS 3RD FLR C HALL	07/31/12	224850		226.66-
00001 AIR CONDITIONING PARTS &	27488 FRT	00124993	11007356	FREIGHT CHGS	07/31/12	224850		11.84-
AIR CONDITIONING PARTS &								
Sum								238.50-
00001 AIRGAS SOUTH	1161526	00125488	11007102	WELDING SUPP-SHOP	07/31/12	224851		291.32-
AIRGASSOUTH								
Sum								291.32-
00001 AIRGAS USA LLC (NORDAN S	1162028	00125660	11007126	DUST MASKS CEMETERY	07/31/12	224852		87.96-
AIRGASUSA LLC (NORDAN S								
Sum								87.96-
00001 ALLBRITTON CHAIN SAW & L	21370	00125866	11007311	WEEDEATERS/PTS CEMETERY	07/31/12	224853		1,171.62-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ALLBRITTON CHAIN SAW & L							
Sum							1,171.62-
00001 AMERICAN CONCRETE PRODUC	55164	00125654	11007083	KEYED LOCK #4 FIRE STA	07/31/12	224856	75.00-
00001 AMERICAN CONCRETE PRODUC	55174	00125654	11007084	AUTO DOOR CLOSURE #4 FIRE STA	07/31/12	224856	88.00-
AMERICAN CONCRETE PRODUC							
Sum							163.00-
00001 AMERICAN PLANNING ASSN (	113091-1256	00126063	11007361	MBRSHIP RNWL BRANTLEY 10/12-13	07/31/12	224857	405.00-
AMERICAN PLANNING ASSN (							
Sum							405.00-
00001 ANDERSON PORTABLE BUILDI	071012	00125472	11007303	STORAGE BLDG LAKEVIEW RANGE	07/31/12	224858	1,595.00-
ANDERSON PORTABLE BUILDI							
Sum							1,595.00-
00001 ANDERSON RETAIL INC	82870	00125967	11007372	SANDED GROUT PUBLIC WORKS	07/31/12	224859	21.99-
ANDERSON RETAIL INC							
Sum							590.00-
00001 ANOINTED HANDS CLEANING	PO#125325 7/	00125325	11007211	JANIT SUPP TRAIN DEPOT	07/31/12	224860	21.99-
ANOINTED HANDS CLEANING							
Sum							590.00-
00001 ASH MILLWORKS	32455	00125433	11007109	BLDG MATLS CONSTR DEPT	07/31/12	224862	69.92-
00001 ASH MILLWORKS	32594	00125872	11007318	BLDG MATLS PURCH OFFICE	07/31/12	224862	317.64-
ASH MILLWORKS							
Sum							387.56-
00001 AT&T	601M23940440	00201210	11007168	MONTHLY 7/12 VARI DEPTS	07/31/12	224863	279.75-
AT&T							
Sum							279.75-
00001 AT&T MOBILITY	990870805X07	00125667	11007057	AIR CARD 5/28-6/27 DUPREE	07/31/12	224864	42.18-
AT&T MOBILITY							
Sum							42.18-
00001 ATCO INTERNATIONAL	10350301	00125783	11007310	ANT/INSECT POISON-CEMETERY	07/31/12	224865	511.00-
ATCO INTERNATIONAL							
Sum							511.00-
00001 ATLAS ELECTRONICS	261797	00125772	11007380	SURVEY EQUIP REPRS ENGR	07/31/12	224866	175.00-
ATLASELECTRONICS							
Sum							175.00-
00001 AUTO ARMATURE SERVICE IN	3851	00125326	11007093	ALTERNATOR/BATTERY U#14012	07/31/12	224867	289.90-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 AUTO ARMATURE SERVICE IN	3825	00125640	11007129	STARTER U#5775 CEMETERY	07/31/12	224867	229.95-
00001 AUTO ARMATURE SERVICE IN	5206	00125773	11007153	INSTALL ALTERNATOR U#13933	07/31/12	224867	479.95-
00001 AUTO ARMATURE SERVICE IN	3940	00125675	11007214	BATTERY U#17356 POLICE	07/31/12	224867	157.95-
00001 AUTO ARMATURE SERVICE IN	3942	00125675	11007215	BATTERY U#17593 POLICE	07/31/12	224867	158.95-
00001 AUTO ARMATURE SERVICE IN	5037	00125901	11007354	ALTERNATOR U#11428 TRAFFIC	07/31/12	224867	229.95-
AUTO ARMATURE SERVICE IN							
Sum							1,546.65-
00001 AUTO ZONE	0139157443	00125347	11007085	FLOOR MATS U#18557 FIRE	07/31/12	224868	39.99-
AUTO ZONE							
Sum							39.99-
00001 BELK DEPARTMENT STORE	P935600J200Y	00125227	11007299	CLOTH ALLOW-SHAPPLEY-POLICE	07/31/12	224872	39.99-
BELK DEPARTMENT STORE							
Sum							89.98-
00001 BODY TECH INC	4394	00125849	11007301	PAINT ROOF U#16145 POLICE	07/31/12	224878	212.90-
BODY TECH INC							
Sum							212.90-
00001 BRACKMAN MOWER WAREHOUSE	IN0112679	00124164	11007167	REPRS U#15861 AIRPORT	07/31/12	224885	212.90-
BRACKMAN MOWER WAREHOUSE							
Sum							4,536.89-
00001 BROADWAY DRIVE TIRE	083778	00125034	11007308	TIRES U#13048 STREET	07/31/12	224888	662.64-
BROADWAY DRIVE TIRE							
Sum							662.64-
00001 BULLOCK, TERRANCE	TRAVEL REIMB	00125812	11007158	EXPNS IED C/TERRIORISM WRKSHIP	07/31/12	224892	28.50-
BULLOCK, TERRANCE							
Sum							28.50-
00001 C SPIRE WIRELESS (CELLUL	6/23/12-7/22	02012582	11007332	CELL SERV 7/12 GENERAL	07/31/12	224895	7,106.19-
C SPIRE WIRELESS (CELLUL							
Sum							7,106.19-
00001 CERTIFIED LABORATORIES	786819	00125505	11007381	CHEMICALS-HEALTH	07/31/12	224898	4,600.75-
CERTIFIED LABORATORIES							
Sum							4,600.75-
00001 CHUNKY RIVER HARLEY DAVI	25713	00125727	11007149	MTRCYCLE HEADLIGHT REPR	07/31/12	224900	109.30-
00001 CHUNKY RIVER HARLEY DAVI	25711	00125727	11007150	MTRCYCLE BRAKE REPR	07/31/12	224900	442.00-
CHUNKYRIVER HARLEY DAVI							
Sum							551.30-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY OF HATTIESBURG FUND	07/25/12	02012527	11007316	TRF 2ND 7/12 PAYROLL	07/25/12	16721	1,008,089.70-
CITY OF HATTIESBURG FUND	07/25/12	02012584	11007317	TRF INTERIM 7/27/12 PAYROLL	07/25/12	16722	6,648.39-
CITY OF HATTIESBURG FUND							
Sum							1,014,738.09-
00001	14460 NATHAN	00125949	11007328	PRESCRIPTIONS-WOOD-PRISONER	07/31/12	224904	55.92-
CLINICAL SOLUTIONS							
Sum							55.92-
00001	COBURN'S SUPPLY CO INC	00125651	11007288	DRAIN OPENER CABLE REPR-CONST	07/31/12	224905	54.97-
COBURN'S SUPPLY CO INC							
Sum							54.97-
00001	COMCAST CABLEVISION OF H	00126026	11007341	SERV 7/28-8/27/12 POLICE	07/31/12	224906	13.54-
COMCAST CABLEVISION OF H							
Sum							13.54-
00001	COMPREHENSIVE RADIOLOGY	00125908	11007259	SERVS 5/27/12 HOLMES-PRISONER	07/31/12	224908	39.00-
00001	COMPREHENSIVE RADIOLOGY	00125908	11007260	SERVS 2/12/12 HUDSON-PRISONER	07/31/12	224908	1,203.00-
00001	COMPREHENSIVE RADIOLOGY	00125908	11007261	SERVS 6/24/12 MCCOLLUM-PRSNR	07/31/12	224908	37.00-
00001	COMPREHENSIVE RADIOLOGY	00125908	11007262	SERVS 6/6/12 UNDERWOOD-PRSNR	07/31/12	224908	198.00-
00001	COMPREHENSIVE RADIOLOGY	00125908	11007263	SERVS 6/5/12 CONNER-PRISONER	07/31/12	224908	198.00-
COMPREHENSIVE RADIOLOGY							
Sum							1,675.00-
00001	COMSOUTH	00125588	11007216	RADIO CASES POLICE STOCK	07/31/12	224909	520.00-
00001	COMSOUTH	00125442	11007221	RADIO REPR U#16393 POLICE	07/31/12	224909	99.75-
00001	COMSOUTH	00125686	11007230	INSTALL LED/RADIO U#18555 ST	07/31/12	224909	811.75-
COMSOUTH							
Sum							1,431.50-
00001	COURTESY MOTORS INC	00125965	11007350	REPR PTS POLICE STOCK	07/31/12	224912	574.69-
00001	COURTESY MOTORS INC	00125893	11007357	REPRS U#15906 DUPREE M/ADM	07/31/12	224912	1,214.36-
COURTESY MOTORS INC							
Sum							1,789.05-
00001	COURTNEY'S RESTAURANT EQ	00125793	11007162	ICE MAKER REPR #5 FIRE STA	07/31/12	224913	90.00-
COURTNEY'S RESTAURANT EQ							
Sum							100.00-
00001	D P S CRIME LAB	00125719	11007077	ANALYTICAL SERVS 6/12 POLICE	07/31/12	224920	
D P SCRIME LAB							
Sum							100.00-
00001	DAKTECH COMPUTERS	00125447	11007309	RPLCMNT COMPUTER AIRPORT	07/31/12	224921	100.00-
DAKTECH COMPUTERS							
Sum							959.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
DAKTECH COMPUTERS							
Sum							
00001	11038783 110	00124696	11007298	NEC PHONES LAND CODE	07/31/12	224929	959.00-
							958.32-
DELTA COM (EQUIPMENT SALE)							
Sum							
00001	0064368	00125775	11007202	GASOLINE PUBLIC WORKS	07/31/12	224930	958.32-
							13,018.28-
DENSON OIL COMPANY INC							
Sum							
00001	PO#125593 7/	00125593	11007212	REFRESHMENTS MPO MEET 7/11/12	07/31/12	224931	13,018.28-
							66.80-
DEPOT COFFEEHOUSE AND BI							
Sum							
00001	0139953-IN	00124879	11007193	PA SYSTEM P/F ACADEMY	07/31/12	224932	66.80-
							1,694.00-
DISCOUNT AUDIO							
Sum							
00001	TRANSIENT BO	02012573	11007171	TRANSIENT BOND REFUND	07/31/12	224934	1,694.00-
							600.00-
DODD, KENNETH (REFUND)							
Sum							
00001	8456408	00125933	11007325	TERMITE TRTMT LAKEVIEW RANGE	07/31/12	224936	600.00-
							150.00-
DUNAGIN PEST CONTROL(PRE							
Sum							
00001	TRAVEL RIEMB	00126028	11007336	FUEL REIMB-MML YOUTH-MS STATE	07/31/12	224938	150.00-
	TRAVEL REIMB	00126028	11007337	EXPNS NLC YTH MEET NASHVILLE	07/31/12	224938	40.01-
							536.49-
DUPREE, JOHNNY MAYOR							
Sum							
00001	173965	00125484	11007079	PLYWOOD-RESCUE TRAILER PAD	07/31/12	224941	576.50-
	172732	00125023	11007089	YELLOW ROPE JUNETEENTH CELEB	07/31/12	224941	152.86-
	173490	00125527	11007106	PORTLAND CEMENT DRAINAGE	07/31/12	224941	74.85-
	174526	00125796	11007287	BLDG MATLS PUB WORKS BLDG	07/31/12	224941	805.00-
	174268	00125690	11007344	BLDG SUPP PUB WORKS OFFICE	07/31/12	224941	249.43-
							67.75-
ECONOMY SUPPLY CO							
Sum							
00001	145884-00	00125462	11007080	JANIT SUPP FIRE DEPT	07/31/12	224942	1,349.89-
							599.83-
ELKINS WHOLESAL INC							
Sum							
00001	403820	00123618	11007087	PTS/REPR U#11353 FIRE DEPT	07/31/12	224943	599.83-
							4,514.47-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 EMERGENCY EQUIPMENT PROF	403809	00123618	11007139	PTS/REPRS U#11353 FIRE DEPT	07/31/12	224943	5,356.80-
00001 EMERGENCY EQUIPMENT PROF	C10211	00123618	11007140	CREDIT INV#403809 & 403820	07/31/12	224943	5,469.82
00001 EMERGENCY EQUIPMENT PROF	403877	00125649	11007195	FIREFIGHTER HELMET BADGE	07/31/12	224943	32.06-
00001 EMERGENCY EQUIPMENT PROF	403707	00124613	11007304	EQUIP REPR PTS FIRE DEPT	07/31/12	224943	1,339.85-
00001 EMERGENCY EQUIPMENT PROF	403809 FRT	00123618	11007331	FREIGHT CHGS	07/31/12	224943	113.02-
EMERGENCY EQUIPMENT PROF							
Sum							5,886.38-
00001 EMERGENCY MEDICAL PRODUC	1477303	00125467	11007081	MEDICAL SUPP FIRE DEPT	07/31/12	224944	452.83-
EMERGENCY MEDICAL PRODUC							
Sum							452.83-
00001 EZQUISITE NAILS (REFUND)	PRIVILEGE TA	02012572	11007169	PRIVILEGE TAX REFUND	07/31/12	224947	1.80-
EZQUISITE NAILS (REFUND)							
Sum							1.80-
00001 F B I NATIONAL ACADEMY-M	REG-SIMS 8/6	00125762	11007159	REG-SIMS FBINNA CONF GULFPORT	07/31/12	224948	250.00-
F B I NATIONAL ACADEMY-M							
Sum							250.00-
00001 F T I GROUP	93943	00125656	11007208	CLAIMS FUND CHECKS ACCTG	07/31/12	224949	458.46-
F T I GROUP							
Sum							458.46-
00001 FEDERAL EXPRESS	7-934-42306	00125696	11007099	SERV 6/21/12 MYERS M/ADM	07/31/12	224953	18.89-
00001 FEDERAL EXPRESS	7-926-75326	00125696	11007100	SERV 6/12/12 ENGR	07/31/12	224953	18.89-
00001 FEDERAL EXPRESS	7-934-42306(	00125696	11007101	SERV 6/19/12 ENGR	07/31/12	224953	21.18-
00001 FEDERAL EXPRESS	7-955-91618	00126089	11007377	SERV 7/12/12 DELGADO COUNCIL	07/31/12	224953	53.37-
00001 FEDERAL EXPRESS	7-948-44634	00126089	11007378	SERV 7/5/12 INFO TECH	07/31/12	224953	19.10-
00001 FEDERAL EXPRESS	7-948-44634(	00126089	11007379	SERV 7/3/12 ENGR	07/31/12	224953	24.75-
FEDERAL EXPRESS							
Sum							156.18-
00001 FERGUSON ENTERPRISES INC	1144994	00125545	11007250	A/C REPR PTS POLICE DEPT	07/31/12	224954	57.27-
FERGUSON ENTERPRISES INC							
Sum							57.27-
00001 FIRE PROTECTION PUBLICAT	616616	00125813	11007302	TRAINING MANUALS-ACDMY CLASS	07/31/12	224956	1,316.29-
FIRE PROTECTION PUBLICAT							
Sum							1,316.29-
00001 FORREST CTY SUPERVISORS	JAIL 4/12 EX	00125906	11007280	JAIL 4/12 EXPENSES	07/31/12	224957	102,830.00-
00001 FORREST CTY SUPERVISORS	JAIL 4/12 ME	00125906	11007281	JAIL 4/12 MEDICAL	07/31/12	224957	1,881.12-
FORREST CTY SUPERVISORS							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							104,711.12-
00001	33433186 LEG	00125907	11007265	SERVS 1/30/12 LEGGETT-PRSNR	07/31/12	224958	737.62-
00001	33970005 UND	00125907	11007266	SERVS 6/4/12 UNDERWOOD-PRSNR	07/31/12	224958	735.02-
00001	33936949 HOL	00125907	11007267	SERVS 5/25/12 HOLMES-PRISONER	07/31/12	224958	955.16-
00001	33977299 UND	00125907	11007268	SERVS 6/6/12 UNDERWOOD-PRSNR	07/31/12	224958	4,851.07-
00001	33905621 LEE	00125907	11007269	SERVS 5/19/12 LEE-PRISONER	07/31/12	224958	2,933.46-
00001	33930207 AND	00125907	11007270	SERVS 5/25/12 ANDERSON-PRSNR	07/31/12	224958	1,618.05-
00001	33976614 CON	00125907	11007271	SERVS 6/5/12 CONNER-PRISONER	07/31/12	224958	2,352.06-
FORREST GENERAL HOSPITAL							
Sum							14,182.44-
00001	1970	00124116	11007323	POLICE FLAG CLASS 30 ACADEMY	07/31/12	224959	113.46-
FRAMESAND PANES							
Sum							113.46-
00001	BG127044 NP3	00125718	11007068	FUEL CHGS 7/2-8/12 POLICE	07/31/12	224961	75.67-
00001	BG127044 NP3	00125902	11007246	FUEL CHGS 7/9-15/12 POLICE	07/31/12	224961	137.05-
FUELMAN OF MS							
Sum							212.72-
00001	1035278100	00125717	11007130	UNIFORMS 6/05 CEM/FORESTRY	07/31/12	224965	48.00-
00001	1035280194	00125717	11007131	UNIFORMS 6/12 CEM/FORESTRY	07/31/12	224965	48.00-
00001	103528297	00125717	11007132	UNIFORMS 6/19 CEM/FORESTRY	07/31/12	224965	56.00-
00001	1035284340	00125717	11007133	UNIFORMS 6/26 CEM/FORESTRY	07/31/12	224965	56.00-
00001	1035278686	00125717	11007134	MOP/MAT 6/06 CEM/FORESTRY	07/31/12	224965	19.38-
00001	1035280780	00125717	11007135	MOP/MAT 6/13 CEM/FORESTRY	07/31/12	224965	19.38-
00001	1035282873	00125717	11007136	MOP/MAT 6/20 CEM/FORESTRY	07/31/12	224965	19.38-
00001	1035284925	00125717	11007137	MOP/MAT 6/27 CEM/FORESTRY	07/31/12	224965	21.03-
G & K SERVICES							
Sum							287.17-
00001	512295836	00125517	11007187	LEATHER TROUSER BELT-POLICE	07/31/12	224966	33.00-
00001	512295836 FR	00125526	11007188	ADDL AMT DUE PO#125517	07/31/12	224966	8.99-
00001	512310519	00125228	11007321	DUTY BELT	07/31/12	224966	68.49-
GALL'S INC							
Sum							110.48-
00001	477532	00125759	11007289	ROUTER REPR CONSTR DEPT	07/31/12	224968	70.00-
GARNERLUMLEY ELECTRIC S							
Sum							70.00-
00001	PO#125837 7/	00125837	11007306	MOWER MAINT PTS FIRE DEPT	07/31/12	224970	78.97-
GARY'S SMALL ENGINE REPA							
Sum							78.97-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 GEIGER MIDSOUTH (BROTHER	2269636	00123773	11007177	MEMO BOOKS-N.I.P.SOUVENIRS	07/31/12	224971	355.00-
00001 GEIGER MIDSOUTH (BROTHER	2266454	00123773	11007178	CALPYSO PENS-N.I.P.SOUVENIRS	07/31/12	224971	268.73-
00001 GEIGER MIDSOUTH (BROTHER	2253967	00123773	11007179	STICKY NOTES-N.I.P.SOUVENIRS	07/31/12	224971	248.81-
00001 GEIGER MIDSOUTH (BROTHER	2263080	00123773	11007180	STADIUM CUPS-N.I.P.SOUVENIRS	07/31/12	224971	343.60-
00001 GEIGER MIDSOUTH (BROTHER	2267020	00123773	11007181	TAKE HOME BAGS-N.I.P.SOUVENRS	07/31/12	224971	306.00-
00001 GEIGER MIDSOUTH (BROTHER	2278799	00125865	11007391	ADVERTISING ITEMS M/ADM	07/31/12	224971	484.04-
00001 GEIGER MIDSOUTH (BROTHER	2281058	00125865	11007392	ADVERTISING ITEMS M/ADM	07/31/12	224971	257.81-
00001 GEIGER MIDSOUTH (BROTHER	2284201	00125865	11007393	ADVERTISING ITEMS M/ADM	07/31/12	224971	320.73-
GEIGERMIDSOUTH (BROTHER							
Sum							2,584.72-
00001 GILLILANDS ELECTRONICS S	52643	00125757	11007161	PROGRAM PHONE #1 FIRE STA	07/31/12	224974	75.00-
GILLILANDS ELECTRONICS S							
Sum							75.00-
00001 H'BURG COCA COLA BOTTLIN	56902013418	00125798	11007238	POWERAID DRINK CEM/FORESTRY	07/31/12	224981	225.00-
H'BURGCoca COLA BOTTLIN							
Sum							225.00-
00001 HALSEN PRODUCTS COMPANY	0115704-IN	00125664	11007346	SAFETY SUPPLIES FORESTRY	07/31/12	224985	333.38-
HALSENPRODUCTS COMPANY							
Sum							333.38-
00001 HAYES INSTRUMENT CO INC	632558	00125614	11007154	SURVEY EQUIP ENGR DEPT	07/31/12	224990	256.28-
HAYESINSTRUMENT CO INC							
Sum							256.28-
00001 HILL, LEROY COFFEE CO IN	9075	00125838	11007175	COFFEE SERV M/ADM	07/31/12	224994	18.91-
HILL, LEROY COFFEE CO IN							
Sum							18.91-
00001 HOERNER, SCOTT	TRAV ADVANCE	00126084	11007382	TRAV ADV LSU ANIMAL CTRL TRNG	07/31/12	224995	652.48-
HOERNER, SCOTT							
Sum							652.48-
00001 HOME DEPOT	7051743	00125289	11007283	SHOP FAN-TRAFFIC DEPT	07/31/12	224997	299.00-
HOME DEPOT							
Sum							299.00-
00001 HUBERTS TRIM SHOP	631857	00125625	11007307	NOSE BED COVER U#125312 FIRE	07/31/12	225001	425.00-
HUBERTS TRIM SHOP							
Sum							425.00-
00001 HUDSON'S TREASURE HUNT (	MARK CARNEY	02012591	11007334	MERCHANT FEE & FINE	07/31/12	225002	19.73-
HUDSON'S TREASURE HUNT (							
Sum							19.73-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HUDSON'S TREASURE HUNT (							
Sum							19.73-
00001	12-09	00126085	11007376	DESIGN SERVS RR CROSS/PINEVW	07/31/12	225003	3,542.50-
HUGHES, SALLY W							
Sum							3,542.50-
00001	197607	00125777	11007166	BAGS/ICE 7/17 PUBLIC WORKS	07/31/12	225004	98.00-
00001	197840	00125985	11007329	BAGS/ICE 7/24 PUBLIC WORKS	07/31/12	225004	49.00-
ICE PLANT INC							
Sum							147.00-
00001	2081479	00123847	11007223	OFFICE SUPP FIRE DEPT	07/31/12	225005	483.09-
00001	2120885	00125794	11007349	OFFICE SUPP GRANTS COORDINATR	07/31/12	225005	16.49-
INDOFFINC							
Sum							499.58-
00001	0015232-IN	00125670	11007236	REPR PTS SANIT STOCK	07/31/12	225006	324.74-
INGRAMEQUIPMENT CO LLC							
Sum							324.74-
00001	16051583	00125904	11007291	SECURITY 8/12 CEM/FORESTRY	07/31/12	225007	31.45-
INTERFACE SECURITY SYSTE							
Sum							31.45-
00001	MBRSHP DUES-	00125833	11007185	MBRSHP DUES-MYERS 9/13	07/31/12	225008	175.00-
00001	MBRSHP FEE-S	00125833	11007186	MBRSHP FEE-SCHWANDT 9/13	07/31/12	225008	75.00-
INTL INSTITUTE OF MUNICI							
Sum							250.00-
00001	S006825489.0	00125159	11007228	LABEL TAPE,WASP SPRAY-TRAFFIC	07/31/12	225009	80.08-
00001	S006825489.0	00125159	11007229	LABEL TAPE,WASP SPRAY-TRAFFIC	07/31/12	225009	153.52-
00001	S006870066.0	00125647	11007371	ELEC SUPP-D/T LIGHTS-CONSTR	07/31/12	225009	380.00-
IRBY,STUART C CO							
Sum							613.60-
00001	20761	00125553	11007098	TOWING U#17727 STREET	07/31/12	225013	250.00-
00001	20818	00125711	11007352	TOWING U#13933 FIRE DEPT	07/31/12	225013	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							500.00-
00001	54499	00125490	11007094	180 LB DROP JACK U#5800 ST	07/31/12	225018	175.56-
K & K TRUCK-TRAILER PART							
Sum							175.56-
00001	001021	00125911	11007252	DRINKING WATER P/F ACADEMY	07/31/12	225020	28.15-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 KENTWOOD SPRINGWATER	000031	00126015	11007340	DRINKING WATER POLICE DEPT	07/31/12	225020	193.05-
KENTWOOD SPRINGWATER							
Sum							221.20-
00001 KIDZ BIZ LLC (REFUND)		02012572	11007170	PRIVILEGE TAX REFUND	07/31/12	225022	3.00-
KIDZ BIZ LLC (REFUND)							
Sum							3.00-
00001 KITTRELL, ERIC DAVID (RE		02012590	11007333	MUNICIPAL COURT REFUND	07/31/12	225024	256.00-
KITTRELL, ERIC DAVID (RE							
Sum							256.00-
00001 KONE INC (MONTGOMERY KON	220947503	00125743	11007147	MAINT 7/12-9/12 CITY HALL	07/31/12	225026	1,013.01-
KONE INC (MONTGOMERY KON							
Sum							1,013.01-
00001 LAMAR CTY SHERIFF	JAIL 6/12	00125905	11007282	JAIL EXPENSE 6/12	07/31/12	225030	1,300.00-
LAMARCTY SHERIFF							
Sum							1,300.00-
00001 LAWRENCE PRINTING CO INC	51009	00125659	11007348	MANUAL CHECK FORMS ACCTG	07/31/12	225033	252.95-
LAWRENCE PRINTING CO INC							
Sum							252.95-
00001 LAWRENCE, CHARLES E, JR	TRAVEL REIMB	00125868	11007209	EXPNS MML CONF BILOXI,MS	07/31/12	225034	99.90-
LAWRENCE, CHARLES E, JR							
Sum							200.00-
00001 LOUISIANA ANIMAL CONTROL	REG-HOERNER	00126034	11007345	REG-HOERNER-LACA CERT COURSE	07/31/12	225038	
LOUISIANA ANIMAL CONTROL							
Sum							200.00-
00001 MARVIN'S INC	15221955-410	00125407	11007284	UTILITY POLE STREET DEPT	07/31/12	225042	102.60-
MARVIN'S INC	15220873-410	00125300	11007326	MAINT SUPP LAKEVIEW RANGE	07/31/12	225042	348.16-
MARVIN'S INC							
Sum							450.76-
00001 MCCAIN UNIFORMS	224363-1	00121883	11007069	UNIFORM SHIRTS POLICE DEPT	07/31/12	225043	416.25-
MCCAIN UNIFORMS	226593-1	00121883	11007070	UNIFORM TROUSERS POLICE DEPT	07/31/12	225043	305.00-
MCCAIN UNIFORMS	230038-1	00121883	11007071	UNIFORM TROUSERS POLICE DEPT	07/31/12	225043	244.00-
MCCAIN UNIFORMS	232999-1	00121883	11007072	UNIFORM TROUSERS POLICE DEPT	07/31/12	225043	61.00-
MCCAIN UNIFORMS	230913-1	00122528	11007082	FIRE RECRUIT UNIFORMS	07/31/12	225043	170.40-
MCCAIN UNIFORMS	233208-1	00125298	11007194	PROMOTED FIREFIGHTER UNIFORMS	07/31/12	225043	439.40-
MCCAIN UNIFORMS	233001-1	00125514	11007247	UNIFORM BOOTS POLICE STOCK	07/31/12	225043	78.00-
MCCAIN UNIFORMS	233402-1	00125514	11007248	UNIFORM BOOTS-SPEIGHTS-POLICE	07/31/12	225043	78.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MCCAINUNIFORMS							
Sum							1,792.05-
00001	197400	00125886	11007355	MAINT SUPP GENERATOR T DEPOT	07/31/12	225044	59.71-
MCELHANEY PLUMBING INC							
Sum							59.71-
00001	TRAV ADVANCE	00125867	11007231	TRAV ADV MACE CONF SOUTHHAVEN	07/31/12	225046	453.00-
MCKINLEY, ALLEN							
Sum							453.00-
00001	7/7/12-IC6RD	00124043	11007142	#18603-2012 DODGE RAM	07/17/12	16710	22,763.00-
00001	142380P	00125573	11007073	REPR PTS U#17570 POLICE	07/31/12	225047	316.76-
MCMULLAN EQUIPMENT CO							
Sum							23,079.76-
00001	483811	00123447	11007213	T SHIRTS/SHOES-BULLOCK-POLICE	07/31/12	225052	146.50-
00001	483810	00124910	11007227	BADGES NEW LAND CODE OFFICERS	07/31/12	225052	253.48-
MID SOUTH UNIFORM & SUPP							
Sum							399.98-
00001	84268	00125525	11007107	HAND TOOLS CONSTR/AIRPORT	07/31/12	225056	197.96-
MITCHELL TOOL SALES & SE							
Sum							197.96-
00001	PO#125222 5/	00125222	11007189	MTRCYCLE BRAKE REPR-BROWN	07/31/12	225060	325.80-
00001	PO#125222 5/	00125222	11007190	MTRCYCLE SERV U#18001	07/31/12	225060	54.60-
00001	0035-10	00124205	11007217	BRAKE REPR U#18008 POLICE	07/31/12	225060	168.90-
00001	2441-2	00124205	11007218	BRAKE REPR U#18006 POLICE	07/31/12	225060	88.95-
00001	0102	00124205	11007219	BRAKE REPR U#18005 POLICE	07/31/12	225060	117.95-
00001	0103	00124205	11007220	KICKSTAND SPRING U#18001 POL	07/31/12	225060	41.70-
MOTORCYCLE GEAR							
Sum							797.90-
00001	556363	00126064	11007360	SUBSCRIPT RNWL BRANTLEY U DEV	07/31/12	225061	109.00-
MS BUSINESS JOURNAL							
Sum							109.00-
00001	23464	00124849	11007121	GRASS SOD CEMETERY	07/31/12	225062	90.00-
00001	23471	00124849	11007122	GRASS SOD CEMETERY	07/31/12	225062	90.00-
00001	23495	00124849	11007123	GRASS SOD CEMETERY	07/31/12	225062	90.00-
00001	23563	00124849	11007124	GRASS SOD CEMETERY	07/31/12	225062	90.00-
00001	23567	00124849	11007125	GRASS SOD CEMETERY	07/31/12	225062	90.00-
MS GRASS NURSERY							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00001	7/12 GENERAL	00201220	11007315	MNTHLY ELEC-GENERAL	07/31/12	225063	450.00- 98,470.41-
MS POWER COMPANY							
Sum							
00001	PO#125828 7/	00125828	11007196	TRUCK TAG TRAFFIC DEPT	07/31/12	225064	98,470.41-
00001	PO#125950 7/	00125950	11007330	TRAILER TAG U#18607 CEMETERY	07/31/12	225064	12.00- 12.00-
MS STATE/TAX COMM/TAX EX							
Sum							
00001	PO#125642 7/	00125642	11007074	TAG DECALS UNDERCOVER UNITS	07/31/12	225065	24.00-
00001	PO#125931 7/	00125931	11007322	TAG RNWL U#17708 U/COVER UNIT	07/31/12	225066	32.00-
00001	PO#126083 7/	00126083	11007374	TAG RNWL UNDERCOVER UNITS	07/31/12	225067	16.00- 96.00-
MS STATE/TAX COMM/UNDERC							
Sum							
00001	12061083	00125239	11007058	CHECK PRINTER INK ACCTG DEPT	07/31/12	225068	144.00-
00001	12070420	00125657	11007347	PRINTER SUPP ACCTG DEPT	07/31/12	225068	269.95- 109.95-
MULTITECH OFFICE MACHINE							
Sum							
00001	471590	00125494	11007095	REPR PTS U#10799 STREET	07/31/12	225070	379.90-
00001	471591	00125494	11007096	TIRE REPR INSERTS ST STOCK	07/31/12	225070	32.20-
00001	471588	00125495	11007097	REPR PTS U#8668 STREET	07/31/12	225070	41.40-
00001	411579	00125096	11007103	TIRE REPR INSERTS-SHOP	07/31/12	225070	91.21-
00001	471564	00125096	11007104	REPR PTS U#13024 CEMETERY	07/31/12	225070	20.70-
00001	471563	00125096	11007105	REPR PTS U#12981 CEMETERY	07/31/12	225070	73.24-
00001	471568	00125304	11007111	GREASE GUN/HOSE SANIT DEPT	07/31/12	225070	73.24-
00001	471566	00125306	11007112	REPR PTS SANIT STOCK	07/31/12	225070	32.19-
00001	471556	00125554	11007117	REPR PTS U#14715 HEALTH	07/31/12	225070	24.87-
00001	471557	00125554	11007118	REPR PTS U#15963 AIRPORT	07/31/12	225070	153.21-
00001	471560	00125378	11007127	AIR/OIL FILTERS CEMETERY SHOP	07/31/12	225070	37.74-
00001	471554	00125498	11007128	REPR PTS U#8250 CEMETERY	07/31/12	225070	46.41-
00001	471406	00125459	11007151	BATTERY U#14699 FIRE DEPT	07/31/12	225070	60.53-
00001	471971	00125774	11007160	CORE DEPOSIT PO#125735	07/31/12	225070	87.99-
00001	472312	00125915	11007305	MAINT SUPP VARI FIRE UNITS	07/31/12	225070	72.00- 62.23-
NAPA AUTO PARTS							
Sum							
00001	01001620-99	00126020	11007342	SERVS 3/12 VARIOUS PROJECTS	07/31/12	225072	909.16-
00001	01001620-11-	00126023	11007343	SERVS 3/12 TIGER IV GRANT APL	07/31/12	225072	2,851.82- 15,986.45-
NEEL-SCHAFFER INC							
Sum							
00001	539302	00125716	11007237	JANIT SUPP CEM/FORESTRY	07/31/12	225074	18,838.27- 783.10-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 NEWELL PAPER COMPANY	224753	00125413	11007312	CREDIT	07/31/12	225074	50.00
NEWELL PAPER COMPANY							
Sum							733.10-
00001 NORFOLK SOUTHERN CORP	90032888	00125827	11007198	8/12 LEASE RR ST PK LOT	07/31/12	225075	1,382.62-
NORFOLK SOUTHERN CORP							
Sum							1,382.62-
00001 OFFICE DEPOT INC	1483461424	00125497	11007061	EXTERNAL HARD DRIVES	07/31/12	225079	219.98-
00001 OFFICE DEPOT INC	1484564783	00125681	11007222	OFFICE SUPP P/F ACADEMY	07/31/12	225079	47.28-
00001 OFFICE DEPOT INC	1483761683	00125568	11007239	OFFICE SUPP INFO TECH	07/31/12	225079	670.87-
00001 OFFICE DEPOT INC	1484044174	00125568	11007240	OFFICE SUPP INFO TECH	07/31/12	225079	72.02-
00001 OFFICE DEPOT INC	1484051208	00125568	11007241	CREDIT INV#1483761683	07/31/12	225079	80.08
00001 OFFICE DEPOT INC	616658621001	00125568	11007242	OFFICE SUPP INFO TECH	07/31/12	225079	58.24-
00001 OFFICE DEPOT INC	616658622000	00125568	11007243	OFFICE SUPP INFO TECH	07/31/12	225079	67.34-
00001 OFFICE DEPOT INC	617555507001	00125835	11007358	OFFICE SUPP PLANNING	07/31/12	225079	55.48-
00001 OFFICE DEPOT INC	617555508001	00125835	11007359	OFFICE SUPP PLANNING	07/31/12	225079	11.99-
00001 OFFICE DEPOT INC	617269925001	00125529	11007362	PRINTER SUPP POLICE DEPT	07/31/12	225079	61.16-
00001 OFFICE DEPOT INC	617049985001	00125638	11007363	PRINTER SUPP POLICE DEPT	07/31/12	225079	103.23-
00001 OFFICE DEPOT INC	617410039001	00125638	11007364	PRINTER SUPP POLICE DEPT	07/31/12	225079	159.50-
00001 OFFICE DEPOT INC	617210785001	00125748	11007365	PRINTER SUPP POLICE DEPT	07/31/12	225079	163.60-
00001 OFFICE DEPOT INC	617749673001	00125862	11007366	VIDEO CAMERA DISKETTES	07/31/12	225079	197.60-
00001 OFFICE DEPOT INC	617712536001	00125856	11007367	OFFICE SUPP ENGR	07/31/12	225079	11.99-
00001 OFFICE DEPOT INC	617712537001	00125856	11007368	OFFICE SUPP ENGR	07/31/12	225079	49.98-
00001 OFFICE DEPOT INC	617712538001	00125856	11007369	OFFICE SUPP ENGR	07/31/12	225079	96.85-
OFFICE DEPOT INC							
Sum							1,967.03-
00001 PAWN SHOP PLUS, THE	PO#125770 7/	00125770	11007249	CHEMICAL SPRAY CASES	07/31/12	225086	260.00-
PAWN SHOP PLUS, THE							
Sum							260.00-
00001 PEANUTS TOWING SERVICE	60582	00125840	11007192	WINCH OUT U#17570	07/31/12	225088	260.00-
PEANUTS TOWING SERVICE							
Sum							65.00-
00001 PEARL RIVER VALLEY EPA (	7/12 GENERAL	00201220	11007313	MONTHLY 7/12 PUBLIC SERVICES	07/31/12	225089	1,255.19-
PEARL RIVER VALLEY EPA (							
Sum							65.00-
00001 PINE BELT OIL COMPANY IN	1003099	00125570	11007120	GASOLINE CEMETERY/FORESTRY	07/31/12	225095	1,255.19-
00001 PINE BELT OIL COMPANY IN	1003477	00125465	11007143	GASOLINE,DIESEL PUBLIC WORKS	07/31/12	225095	2,677.41-
00001 PINE BELT OIL COMPANY IN	1003036	00125555	11007144	GASOLINE,DIESEL PUBLIC WORKS	07/31/12	225095	23,670.74-
00001 PINE BELT OIL COMPANY IN	1005236	00125776	11007244	DIESEL PUBLIC WORKS	07/31/12	225095	22,377.41-
00001 PINE BELT OIL COMPANY IN	1004540	00125899	11007335	GASOLINE,DIESEL PUBLIC WORKS	07/31/12	225095	9,184.44-
PEARL RIVER VALLEY EPA (							
Sum							24,505.08-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PINE BELT OIL COMPANY IN							
Sum							82,415.08-
00001	4078089-00	00125001	11007370	FOAMBOARD FOR MAPS ENGR	07/31/12	225096	292.02-
PITTMANCOMPANY							
Sum							292.02-
00001	7971	00125652	11007155	AGRI EQUIP GATORLINE-HEALTH	07/31/12	225100	208.00-
00001	7831	00125733	11007197	WEEDEATER REPR STREET DEPT	07/31/12	225100	25.69-
00001	7833	00125787	11007232	HURRICANE PREP SUPP DRAINAGE	07/31/12	225100	198.03-
00001	7939	00125789	11007233	WEEDEATER REPR PTS STREET DEP	07/31/12	225100	179.80-
POWERPLUS INC							
Sum							611.52-
00001	PETTY CASH 5	00125890	11007255	PETTY CASH FIRE DEPT	07/31/12	225101	496.03-
PRESLEY, PAUL E							
Sum							496.03-
00001	349743-0001	00125508	11007090	TAMPER STREET DIV	07/31/12	225102	2,030.00-
PUCKETT RENTS							
Sum							2,030.00-
00001	38027	00125506	11007092	CATCH BASINS STREET DEPT	07/31/12	225106	4,698.00-
00001	38031	00125581	11007116	TAILGATE REPR U#17728 SANIT	07/31/12	225106	1,200.00-
RELIABLE WELDING & MACH							
Sum							5,898.00-
00001	1035053962	00125295	11007062	PRINTER INK/TONER INFO TECH	07/31/12	225108	404.00-
00001	1035082399	00125295	11007063	COMPUTER INK/TONER INFO TECH	07/31/12	225108	384.40-
00001	1035107568	00125295	11007064	PRINTER INK/TONER INFO TECH	07/31/12	225108	2,820.43-
RICOH CORP							
Sum							3,608.83-
00001	PO#125832 7/	00125832	11007191	UNLOCK SEIZED VEHICLE	07/31/12	225109	50.00-
ROD'S 24 HR TOWING SERVI							
Sum							50.00-
00001	OPINION-1016	00125267	11007088	TITLE OPINION 1016 FRANKLIN	07/31/12	225110	250.00-
ROGERS, KEVIN & ASSOCIAT							
Sum							250.00-
00001	404082	00125679	11007086	DRAIN REPR #7 FIRE STA	07/31/12	225112	199.55-
ROTO-ROOTER							
Sum							199.55-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 RYAN MOTORS INC	192511	00125574	11007075	REPR PTS U#16754 POLICE	07/31/12	225113	131.70-
RYAN MOTORS INC							
Sum							131.70-
00001 SACKS OUTDOOR SUPPLY	15924	00125921	11007338	UNIFORM PANTS-MCGINTY-POLICE	07/31/12	225114	39.97-
00001 SACKS OUTDOOR SUPPLY	15925	00125921	11007339	UNIFORM PANTS-VAUGHN-POLICE	07/31/12	225114	39.97-
SACKSOUTDOOR SUPPLY							
Sum							79.94-
00001 SHERWIN-WILLIAMS COMPANY	9388-9	00125520	11007059	PAINT SUPP PURCH DEPT	07/31/12	225117	59.43-
00001 SHERWIN-WILLIAMS COMPANY	9420-0	00125566	11007060	PAINT SUPP PURCH DEPT	07/31/12	225117	28.84-
00001 SHERWIN-WILLIAMS COMPANY	3572-2	00125290	11007091	OFFICE PAINT PUBLIC WORKS	07/31/12	225117	674.67-
00001 SHERWIN-WILLIAMS COMPANY	8969-7	00125280	11007110	EXTERIOR PAINT PUBLIC WORKS	07/31/12	225117	40.88-
SHERWIN-WILLIAMS COMPANY							
Sum							803.82-
00001 SOLAR SUPPLY INC	3433170	00125646	11007076	A/C SUPP POLICE DEPT	07/31/12	225126	101.57-
00001 SOLAR SUPPLY INC	0244988	00125456	11007108	HVAC RECOVERY CYLINDER CONSTR	07/31/12	225126	78.66-
00001 SOLAR SUPPLY INC	3433067	00125007	11007156	A/C WINDOW UNIT PUB WRKS OFFC	07/31/12	225126	657.33-
00001 SOLAR SUPPLY INC	3433380	00125778	11007234	A/C FILTERS CARPENTER SHOP	07/31/12	225126	82.08-
00001 SOLAR SUPPLY INC	3433360	00125754	11007290	A/C REPR PTS SANIT DEPT	07/31/12	225126	172.68-
00001 SOLAR SUPPLY INC	3433691	00125655	11007351	A/C REPR SUPP FIRE ADM	07/31/12	225126	57.37-
SOLARSUPPLY INC							
Sum							1,149.69-
00001 SOUTH MS EMERGENCY PHYSI	111681074/27	00125909	11007273	SERVS 5/30/12 JONES-PRISONER	07/31/12	225127	512.00-
00001 SOUTH MS EMERGENCY PHYSI	111627628/27	00125909	11007274	SERVS 5/25/12 ANDERSON-PRSNR	07/31/12	225127	512.00-
00001 SOUTH MS EMERGENCY PHYSI	112060323/27	00125909	11007275	SERVS 6/6/12 UNDERWOOD-PRSNR	07/31/12	225127	763.00-
00001 SOUTH MS EMERGENCY PHYSI	111776554/27	00125909	11007276	SERVS 6/4/12 UNDERWOOD-PRSNR	07/31/12	225127	512.00-
00001 SOUTH MS EMERGENCY PHYSI	111627368/27	00125909	11007277	SERVS 6/26/12 HOLMES-PRISONER	07/31/12	225127	653.00-
00001 SOUTH MS EMERGENCY PHYSI	112339234/27	00125909	11007278	SERVS 6/24/12 MCCOLLUM-PRSNR	07/31/12	225127	293.00-
00001 SOUTH MS EMERGENCY PHYSI	112339235/27	00125909	11007279	SERVS 6/24/12 MCCOLLUM-PRSNR	07/31/12	225127	763.00-
SOUTHMS EMERGENCY PHYSI							
Sum							4,008.00-
00001 SOUTH MS MARINE(FORMERLY	PO#125721 7/	00125721	11007373	MASTER SWITCHES SANIT STOCK	07/31/12	225128	206.97-
SOUTHMS MARINE(FORMERLY							
Sum							206.97-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/1/	02012574	11007199	POLICE FINES COLL.FEE	07/31/12	225129	206.97-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/16	02012575	11007200	POLICE FINES COLL.FEE	07/31/12	225129	253.50-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 6/16/	02012576	11007201	POLICE FINES COLL.FEE	07/31/12	225129	572.26-
SOUTHERN FINANCIAL SYSTE							
Sum							93.25-
SOUTHERN FINANCIAL SYSTE							
Sum							919.01-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 SOUTHERN PINE ELECTRIC P	7/12 GENERAL	00201220	11007296	MNTHLY 7/12 PUBLIC SERVICES	07/31/12	225130	64.20-
SOUTHERN PINE ELECTRIC P							
Sum							64.20-
00001 SOUTHERN PINES ANIMAL SH	8/12	00125720	11007119	HANDLING,HOUSING 8/12	07/31/12	225131	9,374.00-
SOUTHERN PINES ANIMAL SH							
Sum							9,374.00-
00001 SOUTHERN TIRE MART LLC	11064102	00125161	11007113	RECAP TIRES SANIT STOCK	07/31/12	225132	2,120.00-
00001 SOUTHERN TIRE MART LLC	11064410	00125492	11007163	TUBES U#8249 STREET	07/31/12	225132	38.85-
00001 SOUTHERN TIRE MART LLC	11064411	00125492	11007164	TUBES U#12969 AIRPORT	07/31/12	225132	38.85-
00001 SOUTHERN TIRE MART LLC	11064718	00125824	11007224	SERVICE CALL U#11353 FIRE	07/31/12	225132	80.00-
SOUTHERN TIRE MART LLC							
Sum							2,277.70-
00001 SOUTHGROUP (GALEY)	HATT-30 1972	00125843	11007184	AIRPORT LIABILITY INS RNWL	07/31/12	225134	1,860.00-
SOUTHGROUP (GALEY)							
Sum							1,860.00-
00001 STANDARD OFFICE SUPPLY C	0026017-001	00125606	11007056	SAFETY GLASSES COURT WORKERS	07/31/12	225137	52.15-
00001 STANDARD OFFICE SUPPLY C	0026003-001	00125591	11007067	FOLDERS DETECTIVE DIV	07/31/12	225137	289.00-
00001 STANDARD OFFICE SUPPLY C	0025185-001	00125658	11007176	ACCTS PAYABLE CHECK ENVELOPES	07/31/12	225137	255.00-
00001 STANDARD OFFICE SUPPLY C	0026232-001	00125830	11007210	OFFICE SUPP-SCRUGGS-PLANNING	07/31/12	225137	40.99-
00001 STANDARD OFFICE SUPPLY C	0025322-001	00124892	11007225	OFFICE SUPP LAND CODE	07/31/12	225137	30.00-
00001 STANDARD OFFICE SUPPLY C	0025408-001	00124892	11007226	OFFICE SUPP LAND CODE	07/31/12	225137	123.50-
00001 STANDARD OFFICE SUPPLY C	0026233-001	00125823	11007245	PRINTER SUPP POLICE DEPT	07/31/12	225137	203.94-
00001 STANDARD OFFICE SUPPLY C	0026238-001	00125834	11007297	TELESCOPING EASEL-PLANNING	07/31/12	225137	95.97-
STANDARD OFFICE SUPPLY C							
Sum							1,090.55-
00001 STATE FIRE ACADEMY	19718 ALLEN	00125971	11007327	REG-ALLEN-TRENCH RESCUE CLASS	07/31/12	225138	60.00-
STATEFIRE ACADEMY							
Sum							60.00-
00001 STATIONERS INC	84259-0	00125590	11007148	POLICE NOTEBOOKS	07/31/12	225139	594.06-
STATIONERS INC							
Sum							594.06-
00001 TANGI INDUSTRIAL SALES	028685	00125610	11007138	18' TRAILER CEM/FORESTRY	07/31/12	225144	4,300.00-
TANGI INDUSTRIAL SALES							
Sum							4,300.00-
00001 TRUCK SERVICE & EQUIPMEN	307861	00125738	11007152	REPR PTS U#15491 FIRE DEPT	07/31/12	225151	76.04-
00001 TRUCK SERVICE & EQUIPMEN	307769	00125502	11007285	LOAD BINDERS STREET STOCK	07/31/12	225151	50.86-
00001 TRUCK SERVICE & EQUIPMEN	307774	00125516	11007286	CHAINS STREET STOCK	07/31/12	225151	117.26-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TRUCKSERVICE & EQUIPMEN							
Sum							244.16-
00001	23866	00125819	11007353	TOOL BOX/BED LINER U#18603	07/31/12	225152	454.00-
TRUCKSPUS AUTO ACCESSO							
Sum							454.00-
00001	3018 DUPREE	00125680	11007141	MAYOR DUPRESS TRAVEL EXPENSES	07/17/12	16709	2,914.69-
TRUSTMARK BUSINESS CARD							
Sum							2,914.69-
00001	9426777	00125689	11007253	MOWER REPR P/F ACADEMY	07/31/12	225154	245.30-
00001	9426777(B)	00125699	11007254	ADDL AMT DUE PO#125689	07/31/12	225154	27.85-
UNDERWOOD'S SMALL ENGINE							
Sum							273.15-
00001	14822	00125683	11007292	FENCE REPR SCOTT ST CEMETERY	07/31/12	225155	787.24-
UNITEDFENCE COMPANY							
Sum							787.24-
00001	00008E1Y1527	00125702	11007078	SHIPPING CHARGES POLICE DEPT	07/31/12	225156	8.10-
00001	00008E1Y1528	00125903	11007251	SERV 7/6/12 POLICE DEPT	07/31/12	225156	19.39-
00001	00008E1Y1529	00126078	11007375	LATE FEE 6/23/12 POLICE	07/31/12	225156	1.12-
UNITEDPARCEL SERVICE IN							
Sum							28.61-
00001	UU4068	00125869	11007207	TRENT LOTT CNTR RENT 8/17/12	07/31/12	225157	1,050.00-
USM/UNION AND PROGRAMS							
Sum							1,050.00-
00001	#6	00125870	11007203	VIDEO REDISTRICTING 5/17-7/3	07/31/12	225161	1,850.00-
VIDEOIMAGE PRODUCTIONS							
Sum							1,850.00-
00001	007964	00125641	11007293	SCHOOL SUPP NATL NIGHT OUT	07/31/12	225162	993.00-
00001	004347	00124751	11007294	GAZEBO CANOPY POLICE MAINT	07/31/12	225162	49.97-
00001	009522	00125098	11007295	HEDGE CLIPPER/CORD #2 FIRE	07/31/12	225162	85.94-
WAL-MART STORES INC							
Sum							1,128.91-
00001	0016240	00125692	11007235	WASTE OIL RMVL CONSTR DEPT	07/31/12	225166	591.00-
WASTE OIL COLLECTORS INC							
Sum							591.00-
00001	4REINV000053	00125334	11007065	WATCH GUARD CAMERA TOOLS	07/31/12	225167	175.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATCHGUARD VIDEO							
Sum							175.00-
00001	7372	00125556	11007066	IRRIGATION REPR TRAIN DEPOT	07/31/12	225168	1,095.65-
WATERFLOW PRODUCTIONS I							
Sum							1,095.65-
00001	8-221920020	00125499	11007114	REPR PTS VARI SANIT UNITS	07/31/12	225169	116.12-
00001	8-221940074	00125504	11007115	REPR PTS VARI SANIT UNITS	07/31/12	225169	219.09-
00001	8-222050080	00125672	11007300	PED FAN,CAR DOOR OPENER	07/31/12	225169	288.55-
WATERSINTERNATIONAL TRU							
Sum							623.76-
00001	0405002787	00125874	11007204	FITZKIDZ/PK/TRAILS 9/26-10/30	07/31/12	225172	150.00-
00001	0405003247	00125874	11007205	FITZKIDZ/PK/TRAILS 11/26-1/2	07/31/12	225172	140.00-
00001	0405003433	00125874	11007206	FITZKIDZ/PK/TRAILS 1/30-2/2	07/31/12	225172	150.00-
WHLT TV CBS 22							
Sum							440.00-
00001	7/12 GENERAL	00201220	11007314	MNTHLY GAS-GENERAL	07/31/12	225175	382.93-
WILLMUT GAS & OIL COMPAN							
Sum							382.93-
00001	04604 4219	00125826	11007183	EMP DRUG SCREENS 6/12	07/31/12	225179	2,815.00-
WORKWELL SERVICES							
Sum							2,815.00-
Sum							1,501,554.77-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND							
00002 A & R FARM AND GARDEN	222440	00125661	11002081	SAND BAGS TATUM SOCCER/BB	07/31/12	224843	75.00-
00002 A & R FARM AND GARDEN	224457	00125348	11002095	WEED KILLER GRNDS MAINT	07/31/12	224843	50.00-
A & RFARM AND GARDEN							
Sum							125.00-
00002 ADAMS NURSERY	783209	00125624	11002077	FERTILIZER CULTURAL CNTR	07/31/12	224846	74.00-
00002 ADAMS NURSERY	PO#125704 7/	00125704	11002116	PINE STRAW TATUM SOFTBALL	07/31/12	224846	72.00-
ADAMSNURSERY							
Sum							146.00-
00002 AGRI-AFC LLC	1029608	00125662	11002075	WEED KILLER TATUM BALLFIELDS	07/31/12	224849	88.00-
00002 AGRI-AFC LLC	1029783	00125791	11002108	ARMY WORM TRTMT TATUM PARK	07/31/12	224849	1,650.00-
AGRI-AFC LLC							
Sum							1,738.00-
00002 ALLBRITTON CHAIN SAW & L	21175	00125250	11002098	WEEDEATER REPR PTS	07/31/12	224853	105.65-
00002 ALLBRITTON CHAIN SAW & L	21170	00125685	11002179	BLOWER REPR GRNDS MAINT	07/31/12	224853	77.41-
ALLBRITTON CHAIN SAW & L							
Sum							183.06-
00002 ALLEN, MATT	OFFICIAL 7/9	02012588	11002134	OFFICIAL-ADULT SOFTBALL	07/31/12	224854	153.00-
ALLEN,MATT							
Sum							153.00-
00002 B W I	11388315	00125436	11002117	INFIELD DRYING AGENT-BALLFLDS	07/31/12	224869	918.00-
00002 B W I	11385495	00125612	11002118	INFIELD DRYING AGENT-BALLFLDS	07/31/12	224869	360.00-
00002 B W I	11385495 FRT	00125888	11002119	FRT CHGS PO#125612	07/31/12	224869	25.00-
00002 B W I	11379209	00125436	11002123	CREDIT	07/31/12	224869	187.00
B W I							
Sum							1,116.00-
00002 BELL, DEVON	OFFICIAL 7/9	02012588	11002135	OFFICIAL-ADULT SOFTBALL	07/31/12	224873	85.00-
BELL,DEVON							
Sum							85.00-
00002 BETTS, SHERMAN	OFFICIAL 7/9	02012588	11002136	OFFICIAL-ADULT SOFTBALL	07/31/12	224875	306.00-
BETTS,SHERMAN							
Sum							306.00-
00002 BOND, MARK	OFFICIAL 7/9	02012588	11002137	OFFICIAL-ADULT SOFTBALL	07/31/12	224879	82.00-
BOND,MARK							
Sum							82.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0112581	00125509	11002084	TIRE REPRS U#17561	07/31/12	224885	82.00-
BRACKMAN MOWER WAREHOUSE							57.90-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 BRACKMAN MOWER WAREHOUSE	IN0112582	00125511	11002085	REPR/MAINT U#16979	07/31/12	224885	246.43-
00002 BRACKMAN MOWER WAREHOUSE	0112584	00125544	11002086	TRIMMER ATTACHMENTS	07/31/12	224885	359.98-
00002 BRACKMAN MOWER WAREHOUSE	IN0112583	00125513	11002087	REPR/MAINT U#17562	07/31/12	224885	105.93-
00002 BRACKMAN MOWER WAREHOUSE	IN0112580	00125564	11002088	REPR/MAINT U#17561	07/31/12	224885	197.94-
00002 BRACKMAN MOWER WAREHOUSE	IN0112571	00125604	11002089	MOWER REPLCMNT PTS	07/31/12	224885	627.70-
00002 BRACKMAN MOWER WAREHOUSE	0112500	00125303	11002092	HEDGE TRIMMER/POLE SAW	07/31/12	224885	720.00-
00002 BRACKMAN MOWER WAREHOUSE	0112736	00125695	11002099	WEDEATER REPR PTS	07/31/12	224885	60.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0112749	00125714	11002128	WIRING REPR U#17562	07/31/12	224885	43.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0112750	00125715	11002129	PTS/REPR U#17561	07/31/12	224885	105.08-
00002 BRACKMAN MOWER WAREHOUSE	IN0112921	00125766	11002130	PTS/REPR U#15517	07/31/12	224885	960.43-
00002 BRACKMAN MOWER WAREHOUSE	IN0112922	00125842	11002131	PTS/REPR U#16979	07/31/12	224885	588.00-
BRACKMAN MOWER WAREHOUSE							
Sum							
00002 BURKE, HOWARD	OFFICIAL 7/9	02012588	11002138	OFFICIAL-ADULT SOFTBALL	07/31/12	224894	4,072.39-
							153.00-
BURKE, HOWARD							
Sum							
00002 C SPIRE WIRELESS (CELLUL	6/23/12-7/22	02012582	11002133	CELL SERV 7/12 PARKS & REC	07/31/12	224895	153.00-
							164.38-
C SPIRE WIRELESS (CELLUL							
Sum							
00002 CITY OF HATTIESBURG FUND	07/25/12	02012527	11002126	TRF 2ND 7/12 PAYROLL	07/25/12	35844	164.38-
							75,180.16-
CITY OF HATTIESBURG FUND							
Sum							
00002 CLEMETS HARDWARE	103158	00125431	11002093	FANS UNETTA ST GYM	07/31/12	224902	75,180.16-
00002 CLEMETS HARDWARE	103213	00125761	11002103	TARP-HOME PLATE COVER-CAMERON	07/31/12	224902	867.00-
							89.99-
CLEMTSHARDWARE							
Sum							
00002 CLINESIGNS	1481	00125385	11002104	SIGN REPR MATLS BEV HILLS TRL	07/31/12	224903	956.99-
							550.00-
CLINESIGNS							
Sum							
00002 COMMERCIAL STATIONERY CO	331733-0	00125734	11002110	SUPPLIES SENIOR CNTR 2012	07/31/12	224907	550.00-
00002 COMMERCIAL STATIONERY CO	331733-1	00125734	11002111	SUPPLIES SENIOR CNTR 2012	07/31/12	224907	20.96-
							15.98-
COMMERCIAL STATIONERY CO							
Sum							
00002 CURTIS, GEORGE	SPORTS SERVS	02012587	11002158	SPORTS SUPPORT SERVICES	07/31/12	224917	36.94-
							70.00-
CURTIS, GEORGE							
Sum							
00002 CURTIS, MALCOLM	OFFICIAL 7/9	02012588	11002139	OFFICIAL-ADULT SOFTBALL	07/31/12	224918	70.00-
							153.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CURTIS, MALCOLM							
Sum							153.00-
00002 DAVIS, TYRSE	SPORTS SERVS	02012587	11002159	SPORTS SUPPORT SERVICES	07/31/12	224925	140.00-
DAVIS, TYRSE							
Sum							140.00-
00002 DIXON, TIMOTHY	OFFICIAL 7/9	02012588	11002140	OFFICIAL-ADULT SOFTBALL	07/31/12	224933	170.00-
DIXON, TIMOTHY							
Sum							170.00-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	02012587	11002160	SPORTS SUPPORT SERVICES	07/31/12	224937	133.00-
DUNMORE, JOHNATHAN							
Sum							133.00-
00002 EASTERLING, ISAIAH (POLL	OFFICIAL 7/9	02012588	11002141	OFFICIAL-ADULT SOFTBALL	07/31/12	224940	221.00-
EASTERLING, ISAIAH (POLL							
Sum							221.00-
00002 ECONOMY SUPPLY CO	173878	00125569	11002082	BLDG MATLS CAMERON CONCESS	07/31/12	224941	293.68-
00002 ECONOMY SUPPLY CO	174507	00125726	11002112	CABINET MATLS UNETTA ST GYM	07/31/12	224941	102.29-
ECONOMY SUPPLY CO							
Sum							395.97-
00002 ELKINS WHOLESALE INC	147153-00	00125613	11002106	JANIT SUPP GRNDS MAINT	07/31/12	224942	710.88-
00002 ELKINS WHOLESALE INC	147158-00	00125749	11002107	WORK GLOVES GRNDS MAINT	07/31/12	224942	39.96-
ELKINSWHOLESALE INC							
Sum							750.84-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/9	02012588	11002142	OFFICIAL-ADULT SOFTBALL	07/31/12	224946	170.00-
ESTERS, WILLARD (BUTCH)							
Sum							170.00-
00002 FAIRLEY, WILLIAM (VASTON	SPORTS SERVS	02012587	11002161	SPORTS SUPPORT SERVICES	07/31/12	224952	140.00-
FAIRLEY, WILLIAM (VASTON							
Sum							140.00-
00002 FERRELL, JOEL	OFFICIAL 7/9	02012588	11002143	OFFICIAL-ADULT SOFTBALL	07/31/12	224955	119.00-
FERRELL, JOEL							
Sum							119.00-
00002 GALVIN, KRISTIN	SPORTS SERVS	02012587	11002162	SPORTS SUPPORT SERVICES	07/31/12	224967	126.00-
GALVIN, KRISTIN							
Sum							126.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 GRIFFIN, GABRIEL	OFFICIAL 7/9	02012588	11002144	OFFICIAL-ADULT SOFTBALL	07/31/12	224979	170.00-
GRIFFIN, GABRIEL							
Sum							
00002 H'BURG CONVENTION & VISI	E04242	00121762	11002100	FOOD SENIOR FAIR 2012	07/31/12	224982	170.00-
00002 H'BURG CONVENTION & VISI	E04242(B)	00125732	11002101	ADDL AMT DUE PO#121762	07/31/12	224982	2,000.00- 31.78-
H'BURGCONVENTION & VISI							
Sum							
00002 HARRIS, DRE	SPORTS SERVS	02012587	11002163	SPORTS SUPPORT SERVICES	07/31/12	224987	2,031.78- 35.00-
HARRIS, DRE							
Sum							
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02012587	11002164	SPORTS SUPPORT SERVICES	07/31/12	224998	35.00- 133.00-
HOSKINS, JAZAMINE							
Sum							
00002 INDOFF INC	2118705	00125703	11002120	OFFICE SUPP GRNDS MAINT	07/31/12	225005	133.00- 37.98-
INDOFF INC							
Sum							
00002 IRBY, STUART C CO	S006881927.0	00125782	11002177	ELEC SUPP-TATUM SB LIGHTS	07/31/12	225009	37.98- 142.38-
IRBY,STUART C CO							
Sum							
00002 JET CONSTRUCTION	1426	00125820	11002176	MASON SAND TATUM SOFTBALL	07/31/12	225012	142.38- 247.50-
JET CONSTRUCTION							
Sum							
00002 JONES, ANN	PETTY CASH 7	00125998	11002127	PETTY CASH GRNDS MAINT	07/31/12	225014	247.50- 165.12-
JONES,ANN							
Sum							
00002 JONES, SUSIE	SENIOR CNTR	00126131	11002182	SENIOR CNTR COORD 7/15-30/12	07/31/12	225015	165.12- 1,000.00-
JONES,SUSIE							
Sum							
00002 JORDAN, SARDE	SPORTS SERVS	02012587	11002165	SPORTS SUPPORT SERVICES	07/31/12	225016	1,000.00- 63.00-
JORDAN, SARDE							
Sum							
00002 JORDAN, THOMAS MICHAEL	OFFICIAL 7/9	02012588	11002145	OFFICIAL-ADULT SOFTBALL	07/31/12	225017	63.00- 221.00-
JORDAN, THOMAS MICHAEL							
Sum							
JORDAN, THOMAS MICHAEL							
Sum							221.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 KEYS, MECHEKA	SPORTS SERVS	02012587	11002166	SPORTS SUPPORT SERVICES	07/31/12	225021	126.00-
Sum KEYS,MECHEKA							
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02012587	11002167	SPORTS SUPPORT SERVICES	07/31/12	225023	126.00-
Sum KIRKSEY, NANCY JONES							
00002 KNOX, CLEMON	OFFICIAL 7/9	02012588	11002146	OFFICIAL-ADULT SOFTBALL	07/31/12	225025	120.00-
Sum KNOX,CLEMON							85.00-
00002 LANCASTER'S MACHINE & WE	20877	00125940	11002122	DECK REPR U#16977 GRNDS MAINT	07/31/12	225031	200.00-
Sum LANCASTER'S MACHINE & WE							
00002 MAGEE, DENVER	OFFICIAL 7/9	02012588	11002147	OFFICIAL-ADULT SOFTBALL	07/31/12	225040	200.00-
Sum MAGEE,DENVER							153.00-
00002 MCELHANEY PLUMBING INC	197881	00125713	11002109	PLUMB SUPP TATUM TENNIS/SOCCR	07/31/12	225044	153.00-
Sum MCELHANEY PLUMBING INC							77.85-
00002 MCNAIR, EVELENE	OFFICIAL 7/9	02012588	11002148	OFFICIAL-ADULT SOFTBALL	07/31/12	225048	77.85-
Sum MCNAIR, EVELENE							221.00-
00002 MCSWAIN, ZATANA	OFFICIAL 7/9	02012588	11002149	OFFICIAL-ADULT FLAG	07/31/12	225049	221.00-
Sum MCSWAIN, ZATANA							
00002 MID SOUTH GLASS INC	0037947	00125388	11002090	WINDOW REPR CAMERON CONCESS	07/31/12	225051	120.00-
00002 MID SOUTH GLASS INC	0037979	00125945	11002132	WINDOW REPR JC PK PRESSBOX	07/31/12	225051	230.00-
00002 MID SOUTH GLASS INC	0037962	00125482	11002181	WALL MIRROR UNETTA ST GYM	07/31/12	225051	300.00-
Sum MID SOUTH GLASS INC							275.00-
00002 MIKE'S TIRE & WHEEL CO	2161650	00125847	11002180	AGRI EQUIP PTS/TIRE REPR	07/31/12	225053	805.00-
Sum MIKE'S TIRE & WHEEL CO							111.09-
00002 MILLENNIUM MUSIC CENTER	61316	00125044	11002105	SOUND SYS REPR DAHMER/TATUM	07/31/12	225054	111.09-
Sum MIKE'S TIRE & WHEEL CO							2,425.00-
00002 MILLENNIUM MUSIC CENTER							
Sum MILLENNIUM MUSIC CENTER							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00002 MILLER, CLIFF	OFFICIAL 7/9	02012588	11002150	OFFICIAL-ADULT SOFTBALL	07/31/12	225055	2,425.00-
							136.00-
MILLER, CLIFF							
Sum							
00002 MS GRASS NURSERY	23564	00125507	11002078	RPLCMNT SOD TATUM SOCCER	07/31/12	225062	136.00-
00002 MS GRASS NURSERY	23568	00125507	11002079	RPLCMNT SOD TATUM SOCCER	07/31/12	225062	240.00-
							160.00-
MS GRASS NURSERY							
Sum							
00002 MS POWER COMPANY	7/12 PKS/REC	00201220	11002125	MNTHLY ELEC-PARKS & REC	07/31/12	225063	400.00-
							12,417.82-
MS POWER COMPANY							
Sum							
00002 NAPA AUTO PARTS	471507	00125605	11002076	MOTOR OIL/TRANS FLUID	07/31/12	225070	12,417.82-
00002 NAPA AUTO PARTS	472178	00125871	11002178	REPR PTS U#9213 GRNDS MAINT	07/31/12	225070	231.36-
							34.77-
NAPA AUTO PARTS							
Sum							
00002 NEWELL PAPER COMPANY	539407	00125752	11002121	WASP SPRAY GRNDS MAINT	07/31/12	225074	266.13-
							144.00-
NEWELL PAPER COMPANY							
Sum							
00002 PATTERSON, ISIAH	OFFICIAL 7/9	02012588	11002151	OFFICIAL-ADULT SOFTBALL	07/31/12	225085	144.00-
							289.00-
PATTERSON, ISIAH							
Sum							
00002 PHILLIPS BARK PROCESSING	94478	00125437	11002096	HARDWOOD MULCH MDOT PROJECT	07/31/12	225091	289.00-
00002 PHILLIPS BARK PROCESSING	94485	00125437	11002097	HARDWOOD MULCH MDOT PROJECT	07/31/12	225091	1,410.00-
							1,410.00-
PHILLIPS BARK PROCESSING							
Sum							
00002 POWELL, RANDY	OFFICIAL 7/9	02012588	11002152	OFFICIAL-ADULT SOFTBALL	07/31/12	225099	2,820.00-
00002 POWELL, RANDY	SPORTS SERVS	02012587	11002168	SPORTS SUPPORT SERVICES	07/31/12	225099	170.00-
							70.00-
POWELL, RANDY							
Sum							
00002 SIMPSON, ARTIS	SPORTS SERVS	02012587	11002169	SPORTS SUPPORT SERVICES	07/31/12	225120	240.00-
							70.00-
SIMPSON, ARTIS							
Sum							
00002 SIMPSON, ERICA	SPORTS SERVS	02012587	11002170	SPORTS SUPPORT SERVICES	07/31/12	225121	70.00-
							21.00-
SIMPSON, ERICA							
Sum							
00002 SIMPSON, ERICA							21.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 SIMPSON, LYNN	OFFICIAL 7/9	02012588	11002153	OFFICIAL-ADULT SOFTBALL	07/31/12	225122	51.00-
SIMPSON, LYNN							
Sum							51.00-
00002 SIMPSON, NELDA	SPORTS SERVS	02012587	11002171	SPORTS SUPPORT SERVICES	07/31/12	225123	21.00-
SIMPSON, NELDA							
Sum							21.00-
00002 SMITH, JIM SERVICES	816086	00125461	11002091	A/C REPLCMNT UNETTA ST GYM	07/31/12	225125	4,097.00-
SMITH,JIM SERVICES							
Sum							4,097.00-
00002 STOCKSTILL, JEFF	OFFICIAL 7/9	02012588	11002154	OFFICIAL-DIXIE MAJORS	07/31/12	225142	85.00-
STOCKSTILL, JEFF							
Sum							85.00-
00002 TROTTER, COREY	OFFICIAL 7/9	02012588	11002155	OFFICIAL-ADULT SOFTBALL	07/31/12	225148	221.00-
TROTTER, COREY							
Sum							221.00-
00002 TROTTER, WILLIE	OFFICIAL 7/9	02012588	11002156	OFFICIAL-ADULT SOFTBALL	07/31/12	225150	306.00-
TROTTER, WILLIE							
Sum							306.00-
00002 TRUSSELL, JAY	OFFICIAL 7/9	02012588	11002157	OFFICIAL-ADULT SOFTBALL	07/31/12	225153	85.00-
TRUSSELL, JAY							
Sum							85.00-
00002 VARNADO, UNDR	SPORTS SERVS	02012587	11002172	SPORTS SUPPORT SERVICES	07/31/12	225158	133.00-
VARNADO, UNDR							
Sum							133.00-
00002 VESELY'S NURSERY	PO#125611 7/	00125611	11002080	FLOWERING PLANTS CULTURAL CTR	07/31/12	225160	90.00-
00002 VESELY'S NURSERY	PO#125697 7/	00125697	11002102	FLOWERING PLANTS SHERRILL CTR	07/31/12	225160	90.00-
VESELY'S NURSERY							
Sum							180.00-
00002 WAL-MART STORES INC	008420	00125139	11002113	ULTIMATE SPRINKLER-DAY CAMP	07/31/12	225162	95.16-
00002 WAL-MART STORES INC	002478	00124963	11002114	SUMMER DAY CAMP SUPPLIES	07/31/12	225162	336.62-
00002 WAL-MART STORES INC	002477	00124963	11002115	SUMMER DAY CAMP SUPPLIES	07/31/12	225162	1,819.74-
WAL-MART STORES INC							
Sum							2,251.52-
00002 WATERS, JOSHUA O	SPORTS SERVS	02012587	11002173	SPORTS SUPPORT SERVICES	07/31/12	225170	420.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATERS, JOSHUA O							
Sum							
00002	SPORTS SERVS	02012587	11002174	SPORTS SUPPORT SERVICES	07/31/12	225174	420.00-
WILLIAMS, VELTON							
Sum							
00002	WILLMUT GAS & OIL COMPAN	00201220	11002124	MNTHLY GAS-PARKS & REC	07/31/12	225175	434.00-
WILLMUT GAS & OIL COMPAN							
Sum							
00002	SPORTS SERVS	02012587	11002175	SPORTS SUPPORT SERVICES	07/31/12	225180	13.26-
WOULLARD, JEREMY							
Sum							
00002	GC840381	00125464	11002083	A/C REPR PTS SAN ANTONIO	07/31/12	225182	126.00-
1ST SOURCE SERVALL							
Sum							
00002							30.46-
1ST SOURCE SERVALL							
Sum							
00002							121,585.62-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 PERFORMANCE RESCUE	209	00125396	11000047	CRASH RESCUE EQUIPMENT	07/31/12	225090	28,905.00-
PERFORMANCE RESCUE							
Sum							28,905.00-
Sum							28,905.00-

[illegible]

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY OF HATTIESBURG FUND							
Sum	605017716	00125342	11001431	PAINT SUPP TRANS/PLT/SEWER	07/31/12	224905	93,064.33-
00009							547.80-
COBURN'S SUPPLY CO INC							
Sum	58960	00125446	11001467	SEWER VIDEO CAMERA ATTACHMNTS	07/31/12	224914	547.80-
00009							620.99-
COVINGTON SALES & SERVIC							
Sum	21201353-12	00125291	11001432	CHEMICALS FORR GEN HOSPITAL	07/31/12	224919	620.99-
00009	21201432-12	00125648	11001470	CHEMICALS PLT #1	07/31/12	224919	1,560.00-
00009	21201433-12	00125648	11001471	CHEMICALS PLT #2	07/31/12	224919	1,552.00-
00009	21201474-12	00125709	11001512	CHEMICALS LAGOON	07/31/12	224919	1,164.00-
D P CENTERPRISES LP							2,328.00-
Sum	PCM22979	00125335	11001428	PRINTER SUPP WATER OFFICE	07/31/12	224923	6,604.00-
00009							163.00-
DATALINE ASSOCIATES							
Sum	8496512	00125663	11001435	SENTRICON LAKEVIEW LWR PLT #1	07/31/12	224936	163.00-
00009	8533128	00125884	11001468	SENTRICON 7/12-9/12 WTR OFFC	07/31/12	224936	148.75-
DUNAGIN PEST CONTROL(PRE							73.75-
Sum	1035278104	00125744	11001440	UNIFORMS 6/05 TRANS	07/31/12	224965	222.50-
00009	1035280198	00125744	11001441	UNIFORMS 6/12 TRANS	07/31/12	224965	36.00-
00009	1035282301	00125744	11001442	UNIFORMS 6/19 TRANS	07/31/12	224965	36.00-
00009	1035284344	00125744	11001443	UNIFORMS 6/26 TRANS	07/31/12	224965	36.00-
00009	1035275990	00125744	11001444	MOP/MAT 6/05 PLANT	07/31/12	224965	18.92-
00009	1035280219	00125744	11001445	MOP/MAT 6/12 PLANT	07/31/12	224965	18.92-
00009	1035282322	00125744	11001446	MOP/MAT 6/19 PLANT	07/31/12	224965	18.92-
00009	1035284365	00125744	11001447	MOP/MAT 6/26 PLANT	07/31/12	224965	18.92-
00009	1035278107	00125744	11001448	UNIFORMS 6/05 PLANT	07/31/12	224965	52.00-
00009	1035280201	00125744	11001449	UNIFORMS 6/12 PLANT	07/31/12	224965	52.00-
00009	1035282304	00125744	11001450	UNIFORMS 6/19 PLANT	07/31/12	224965	52.00-
00009	1035284347	00125744	11001451	UNIFORMS 6/26 PLANT	07/31/12	224965	52.00-
00009	1035278103	00125744	11001452	UNIFORMS 6/05 SEWER	07/31/12	224965	56.00-
00009	1035280197	00125744	11001453	UNIFORMS 6/12 SEWER	07/31/12	224965	56.00-
00009	1035282300	00125744	11001454	UNIFORMS 6/12 SEWER	07/31/12	224965	56.00-
00009	1035284343	00125744	11001455	UNIFORMS 6/26 SEWER	07/31/12	224965	56.00-
00009	1035278110	00125744	11001456	UNIFORMS 6/05 LAGOON	07/31/12	224965	24.00-
00009	1035280204	00125744	11001457	UNIFORMS 6/12 LAGOON	07/31/12	224965	24.00-
00009	1035282307	00125744	11001458	UNIFORMS 6/19 LAGOON	07/31/12	224965	24.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 G & K SERVICES	1035284350	00125744	11001459	UNIFORMS 6/26 LAGOON	07/31/12	224965	24.00-
G & K SERVICES							
Sum							747.68-
00009 GARNER LUMLEY ELECTRIC S	477794	00125978	11001505	ELEC SUPP WTR PLANT #2	07/31/12	224968	68.25-
GARNERLUMLEY ELECTRIC S							
Sum							68.25-
00009 HACH COMPANY	7841342	00125466	11001460	CHEMICALS-PLANT	07/31/12	224984	862.69-
HACH COMPANY							
Sum							862.69-
00009 INDOFF INC	2120886	00125767	11001504	RECEIPT BOOKS-DUMPING-S LAGN	07/31/12	225005	65.94-
INDOFF INC							
Sum							65.94-
00009 IRBY, STUART C CO	S006837103.0	00125430	11001434	HIGH SERV PUMP PLT #1	07/31/12	225009	85.38-
IRBY, STUART C CO	S006851998.0	00125405	11001436	AERATOR GRND WIRE S LAGOON	07/31/12	225009	1,621.14-
IRBY,STUART C CO							
Sum							1,706.52-
00009 JOHNNY'S WRECKER SERVICE	19314	00125855	11001510	PULL UPRIGHT U#13192 S LAGN	07/31/12	225013	300.00-
JOHNNY'S WRECKER SERVICE							
Sum							300.00-
00009 MIKE'S TIRE & WHEEL CO	12161736(A)	00125924	11001502	TIRES U#11150 TRANS	07/31/12	225053	281.04-
MIKE'S TIRE & WHEEL CO	12161736(B)	00125924	11001503	TIRES U#15646 PLANT	07/31/12	225053	656.90-
MIKE'STIRE & WHEEL CO							
Sum							937.94-
00009 MORGAN, C J INC	2012036	00125952	11001483	SEWER UPGRADES S 37TH AVE	07/31/12	225059	16,472.21-
MORGAN, C J INC	2012037	00125953	11001484	SWR REPR W 7TH/SERVICE DR	07/31/12	225059	9,606.75-
MORGAN, C J INC	2012038	00125954	11001485	REPR SEWER CAVE IN 2ND ST	07/31/12	225059	5,984.23-
MORGAN, C J INC	2012039	00125955	11001486	SEWER REPR RIVER AVE BRIDGE	07/31/12	225059	8,854.00-
MORGAN, C J INC	2012042	00125956	11001487	SEWER REPR COLUMBIA ST	07/31/12	225059	7,251.50-
MORGAN, C J INC	2012084	00125957	11001488	PUMP HOLDING TANKS 5/12	07/31/12	225059	16,012.30-
MORGAN, C J INC	2012046	00125957	11001489	PUMP HOLDING TANKS 3/12	07/31/12	225059	10,926.75-
MORGAN, C J INC	2012057	00125987	11001490	SWR REPR P GEORGE/KILLINGSWTH	07/31/12	225059	1,100.00-
MORGAN, C J INC	2012056	00125988	11001491	SEWER REPR CEDAR ST	07/31/12	225059	775.00-
MORGAN, C J INC	2012043	00125989	11001492	SEWER REPR TUSCAN AVE	07/31/12	225059	11,877.45-
MORGAN, C J INC	2012050	00125990	11001493	SEWER REPR PIEDMONT APTS	07/31/12	225059	10,480.00-
MORGAN, C J INC	2012052	00125991	11001494	RELOCATE PINE HILLS SEWER	07/31/12	225059	31,948.87-
MORGAN, C J INC	2012055	00125992	11001495	REPLACE SEWER MCLEOD ST	07/31/12	225059	2,647.91-
MORGAN, C J INC	2012059	00125993	11001496	SEWER REPR 217 E FRONT ST	07/31/12	225059	8,226.70-
MORGAN, C J INC	2012078	00125994	11001497	SEWER REPR CORINNE ST	07/31/12	225059	4,326.10-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 MORGAN, C J INC	2012088	00125995	11001498	SEWER SERV HAWKINS ELEMENTARY	07/31/12	225059	2,999.00-
00009 MORGAN, C J INC	2012092	00125996	11001499	SEWER REPR MAGNOLIA AVE	07/31/12	225059	34,670.42-
MORGAN, C J INC							
Sum							184,159.19-
00009 MS POWER COMPANY	7/12 W&SO&M	00201220	11001476	MNTHLY ELEC-W&SO&M	07/31/12	225063	75,378.03-
MS POWER COMPANY							
Sum							75,378.03-
00009 NAPA AUTO PARTS	471587	00125495	11001423	REPR PTS U#13081 SEWER	07/31/12	225070	51.58-
00009 NAPA AUTO PARTS	471589	00125495	11001424	REPR PTS U#14142 SEWER	07/31/12	225070	58.05-
00009 NAPA AUTO PARTS	471561	00125096	11001425	REPR PTS U#14702 LAGOON	07/31/12	225070	165.32-
00009 NAPA AUTO PARTS	471559	00125554	11001426	REPR PTS U#12605 TRANS	07/31/12	225070	131.97-
00009 NAPA AUTO PARTS	471553	00125498	11001427	REPR PTS U#13081 SEWER	07/31/12	225070	45.20-
NAPA AUTO PARTS							
Sum							452.12-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00125742	11001438	SEWER BILLING REPORT 5/12	07/31/12	225076	130.00-
NORTHLAMAR WATER ASSN							
Sum							130.00-
00009 OFFICE DEPOT INC	1485976381	00125815	11001511	WIDESCREEEN MONITOR PLT #1	07/31/12	225079	169.99-
OFFICEDEPOT INC							
Sum							169.99-
00009 OWENS BUSINESS MACHINES	237994	00125795	11001466	FAX SUPPLIES PLANT	07/31/12	225083	169.99-
OWENSBUSINESS MACHINES							
Sum							169.99-
00009 PEARL RIVER VALLEY EPA (	7/12 W&SO&M	00201220	11001474	MNTHLY 7/12 PUBLIC SERVICES	07/31/12	225089	156.00-
PEARLRIVER VALLEY EPA (							
Sum							570.82-
00009 PINE BELT INDUSTRIAL SUP	4104126-0001	00125200	11001513	AERATOR PTS S LAGOON CELL #1	07/31/12	225094	716.90-
PINE BELT INDUSTRIAL SUP							
Sum							716.90-
00009 PUMP AND CONTROL SERVICE	411	00125740	11001508	MAINT/REPRS S LAGOON 7/9-12	07/31/12	225103	3,200.00-
00009 PUMP AND CONTROL SERVICE	412	00125745	11001509	MAINT/REPRS S LAGOON 7/16-19	07/31/12	225103	3,200.00-
PUMP AND CONTROL SERVICE							
Sum							6,400.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00125741	11001439	SEWER BILLING REPORT 5/12	07/31/12	225105	156.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00126049	11001501	SEWER BILLING REPORT 6/12	07/31/12	225105	156.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
RAWLSSPRINGS UTILITY DI							
Sum							312.00-
00009 SOLAR SUPPLY INC	0244990	00125415	11001433	A/C UNIT PLANT OFFICE	07/31/12	225126	354.66-
SOLARSUPPLY INC							
Sum							354.66-
00009 SOUTHERN PINE ELECTRIC P	7/12 W&SO&M	00201220	11001473	MNTHLY 7/12 PUBLIC SERVICES	07/31/12	225130	544.05-
SOUTHERN PINE ELECTRIC P							
Sum							544.05-
00009 SOUTHERN WATERWORKS SUPP	43296	00125450	11001430	PLUMB SUPP TRANS STOCK	07/31/12	225133	106.76-
00009 SOUTHERN WATERWORKS SUPP	43481	00125788	11001469	PLUMB SUPP TRANS STOCK	07/31/12	225133	84.70-
00009 SOUTHERN WATERWORKS SUPP	43498	00125816	11001472	PIPE SUPP SEWER DEPT	07/31/12	225133	233.80-
SOUTHERN WATERWORKS SUPP							
Sum							425.26-
00009 TRUCK SERVICE & EQUIPMEN	307921	00125578	11001464	REPRS U#9467 TRANS	07/31/12	225151	878.52-
00009 TRUCK SERVICE & EQUIPMEN	307923	00125854	11001465	REPRS U#9768 TRANS	07/31/12	225151	540.96-
TRUCKSERVICE & EQUIPMEN							
Sum							1,419.48-
00009 WILLMUT GAS & OIL COMPAN	7/12 W&SO&M	00201220	11001475	MNTHLY GAS-W&SO&M	07/31/12	225175	127.90-
WILLMUT GAS & OIL COMPAN							
Sum							127.90-
Sum							425,631.69-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND							
00011 ACCPTANCE LOAN COMPANY	METER DEP RF	02012581	11000883	METER DEPOSIT REFUND	07/31/12	224845	40.00-
ACCPTANCE LOAN COMPANY							
Sum							40.00-
00011 ALMA PECOT/FLEA MARKET	METER DEP RF	02012593	11000950	METER DEPOSIT REFUND	07/31/12	224855	4.02-
ALMA PECOT/FLEA MARKET							
Sum							4.02-
00011 BAYSIDE PROPERTIES LLC	METER DEP RF	02012593	11000937	METER DEPOSIT REFUND	07/31/12	224871	40.65-
BAYSIDE PROPERTIES LLC							
Sum							40.65-
00011 BELLONE, KATHERINE M	METER DEP RF	02012581	11000892	METER DEPOSIT REFUND	07/31/12	224874	5.65-
BELLONE, KATHERINE M							
Sum							5.65-
00011 BLAKESLEE, MALLORY D	METER DEP RF	02012581	11000920	METER DEPOSIT REFUND	07/31/12	224876	26.62-
BLAKESLEE, MALLORY D							
Sum							26.62-
00011 BOWEN, YVONNE	METER DEP RF	02012581	11000919	METER DEPOSIT REFUND	07/31/12	224882	40.65-
BOWEN, YVONNE							
Sum							40.65-
00011 BOYER, KATHRYN L	METER DEP RF	02012593	11000939	METER DEPOSIT REFUND	07/31/12	224883	21.39-
BOYER, KATHRYN L							
Sum							21.39-
00011 BREWTON, MECHELE	METER DEP RF	02012593	11000933	METER DEPOSIT REFUND	07/31/12	224887	75.00-
BREWTON, MECHELE							
Sum							75.00-
00011 BURKART, RYAN T	METER DEP RF	02012581	11000904	METER DEPOSIT REFUND	07/31/12	224893	40.65-
BURKART, RYAN T							
Sum							40.65-
00011 CARPENTER, DAMON G	METER DEP RF	02012581	11000917	METER DEPOSIT REFUND	07/31/12	224897	37.08-
CARPENTER, DAMON G							
Sum							37.08-
00011 CHAPMAN, LEO JR	METER DEP RF	02012593	11000949	METER DEPOSIT REFUND	07/31/12	224899	5.65-
CHAPMAN, LEO JR							
Sum							5.65-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 CONFETTI KIDS	METER DEP RF	02012581	11000921	METER DEPOSIT REFUND	07/31/12	224910	57.01-
CONFETTI KIDS Sum							
00011 COOL-HART PROPERTIES	METER DEP RF	02012581	11000900	METER DEPOSIT REFUND	07/31/12	224911	57.01- 37.08-
COOL-HART PROPERTIES Sum							
00011 CRYE-LEIKE INC	METER DEP RF	02012581	11000896	METER DEPOSIT REFUND	07/31/12	224916	37.08- 40.65-
CRYE-LEIKE INC Sum							
00011 DANGELO, THOMAS N	METER DEP RF	02012581	11000916	METER DEPOSIT REFUND	07/31/12	224922	40.65- 40.65-
DANGELO, THOMAS N Sum							
00011 DAVIS, JERRY	METER DEP RF	02012581	11000887	METER DEPOSIT REFUND	07/31/12	224924	40.65- 40.65-
DAVIS, JERRY Sum							
00011 DEBERRY, SHARON L	METER DEP RF	02012593	11000945	METER DEPOSIT REFUND	07/31/12	224926	40.65- 5.65-
DEBERRY, SHARON L Sum							
00011 DELEO, JOSEPH	METER DEP RF	02012581	11000929	METER DEPOSIT REFUND	07/31/12	224928	5.65- 33.25-
DELEO, JOSEPH Sum							
00011 FAIRCHILD, MARK	METER DEP RF	02012581	11000890	METER DEPOSIT REFUND	07/31/12	224950	33.25- 5.65-
FAIRCHILD, MARK Sum							
00011 FRITZ, MORGAN	METER DEP RF	02012581	11000912	METER DEPOSIT REFUND	07/31/12	224960	5.65- 40.65-
FRITZ, MORGAN Sum							
00011 GARRETT, JAMIE M	METER DEP RF	02012593	11000941	METER DEPOSIT REFUND	07/31/12	224969	40.65- 40.65-
GARRETT, JAMIE M Sum							
00011 GILKEY, THOMAS P	METER DEP RF	02012581	11000925	METER DEPOSIT REFUND	07/31/12	224972	40.65- 5.65-
GILKEY, THOMAS P Sum							
00011 GOOCH, RACHEL	METER DEP RF	02012593	11000952	METER DEPOSIT REFUND	07/31/12	224975	5.65- 16.16-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GOOCH,RACHEL							
Sum							16.16-
00011	METER DEP RF	02012581	11000895	METER DEPOSIT REFUND	07/31/12	224986	40.65-
HAMMONS, SHEA							
Sum							40.65-
00011	WATER RFD AC	02012579	11000882	WATER OVERPAYMENT RFD	07/31/12	224989	27.42-
HARVEY, JOHN							
Sum							27.42-
00011	METER DEP RF	02012581	11000899	METER DEPOSIT REFUND	07/31/12	224991	16.16-
HAYWOOD, TIFFANY							
Sum							16.16-
00011	METER DEP RF	02012581	11000905	METER DEPOSIT REFUND	07/31/12	224992	40.65-
HENDERSON, CAMELLIA A							
Sum							40.65-
00011	METER DEP RF	02012581	11000898	METER DEPOSIT REFUND	07/31/12	224993	40.65-
HIGGINBOTHAM, COURTNEY C							
Sum							40.65-
00011	METER DEP RF	02012581	11000893	METER DEPOSIT REFUND	07/31/12	224996	40.65-
HOLLINGSWORTH, CARRIANNE							
Sum							40.65-
00011	METER DEP RF	02012581	11000897	METER DEPOSIT REFUND	07/31/12	224999	40.65-
HOWELL, GRETSCH							
Sum							40.65-
00011	METER DEP RF	02012593	11000951	METER DEPOSIT REFUND	07/31/12	225010	6.30-
JACKSON, LASHONDA							
Sum							6.30-
00011	METER DEP RF	02012581	11000884	METER DEPOSIT REFUND	07/31/12	225019	75.00-
KDC INVESTMENTS LLC #102							
Sum							75.00-
00011	METER DEP RF	02012581	11000886	METER DEPOSIT REFUND	07/31/12	225027	8.62-
KUMAIL, MARIA							
Sum							8.62-
00011	METER DEP RF	02012581	11000902	METER DEPOSIT REFUND	07/31/12	225028	40.65-
LACHER, JEFF							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LACHER, JEFF							
Sum							40.65-
00011	LANE, FORREST C	02012581	11000906	METER DEPOSIT REFUND	07/31/12	225032	6.30-
LANE, FORREST C							
Sum							6.30-
00011	LEE, MARCIA Q	02012593	11000954	METER DEPOSIT REFUND	07/31/12	225035	5.30-
LEE, MARCIA Q							
Sum							5.30-
00011	LEVERN, NICHOLE R	02012581	11000928	METER DEPOSIT REFUND	07/31/12	225036	40.00-
LEVERN, NICHOLE R							
Sum							40.00-
00011	LIEB, JULIANNA	02012581	11000888	METER DEPOSIT REFUND	07/31/12	225037	40.65-
LIEB, JULIANNA							
Sum							40.65-
00011	LYON, DAVID	02012581	11000911	METER DEPOSIT REFUND	07/31/12	225039	40.00-
LYON, DAVID							
Sum							40.00-
00011	MAGEE, ELLIS JR	02012581	11000922	METER DEPOSIT REFUND	07/31/12	225041	22.95-
MAGEE, ELLIS JR							
Sum							22.95-
00011	MENA, JOSH	02012581	11000907	METER DEPOSIT REFUND	07/31/12	225050	37.08-
MENA, JOSH							
Sum							37.08-
00011	NEAL, JOHN	02012581	11000927	METER DEPOSIT REFUND	07/31/12	225071	40.65-
NEAL, JOHN							
Sum							40.65-
00011	NETWORK SERVICES (NSI)	02012586	11000931	WATER COLLECTIONS FEES	07/31/12	225073	40.65-
NETWORK SERVICES (NSI)							
Sum							415.07-
00011	OFLYNN, JOSHUA	02012581	11000914	METER DEPOSIT REFUND	07/31/12	225080	6.30-
OFLYNN, JOSHUA							
Sum							6.30-
00011	OLIVIERRE, SHARON	02012593	11000938	METER DEPOSIT REFUND	07/31/12	225082	40.65-
OLIVIERRE, SHARON							
Sum							40.65-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00011 OWENS, MELISSA	METER DEP RF	02012593	11000948	METER DEPOSIT REFUND	07/31/12	225084	40.65-
OWENS,MELISSA							36.73-
Sum							
00011 PAYNE, JIMMY	METER DEP RF	02012581	11000891	METER DEPOSIT REFUND	07/31/12	225087	36.73-
PAYNE,JIMMY							5.65-
Sum							
00011 PHILLIPS, TARA	METER DEP RF	02012593	11000953	METER DEPOSIT REFUND	07/31/12	225092	5.65-
PHILLIPS, TARA							5.65-
Sum							
00011 POSADA, ANDRES	METER DEP RF	02012581	11000885	METER DEPOSIT REFUND	07/31/12	225098	5.65-
POSADA, ANDRES							40.65-
Sum							
00011 PURDIE, LAURA E	METER DEP RF	02012593	11000940	METER DEPOSIT REFUND	07/31/12	225104	40.65-
PURDIE, LAURA E							40.65-
Sum							
00011 RHODUS, TAMARA JEOL	METER DEP RF	02012593	11000936	METER DEPOSIT REFUND	07/31/12	225107	40.65-
RHODUS, TAMARA JEOL							6.30-
Sum							
00011 ROGGE, CYNTHIA	METER DEP RF	02012581	11000923	METER DEPOSIT REFUND	07/31/12	225111	6.30-
ROGGE,CYNTHIA							6.30-
Sum							
00011 SCHILLING, JONATHAN B	METER DEP RF	02012593	11000947	METER DEPOSIT REFUND	07/31/12	225115	6.30-
SCHILLING, JONATHAN B							21.39-
Sum							
00011 SHATTLES, NICHOLAS	METER DEP RF	02012581	11000924	METER DEPOSIT REFUND	07/31/12	225116	21.39-
SHATTLES, NICHOLAS							5.65-
Sum							
00011 SHOEMAKER PROPERTIES 110	METER DEP RF	02012581	11000901	METER DEPOSIT REFUND	07/31/12	225118	5.65-
SHOEMAKER PROPERTIES 110							40.65-
Sum							
00011 SHOEMAKER PROPERTIES 230	METER DEP RF	02012593	11000935	METER DEPOSIT REFUND	07/31/12	225119	40.65-
SHOEMAKER PROPERTIES 230							40.65-
Sum							
00011 SHOEMAKER PROPERTIES 230							40.65-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 SMITH, JERRY	WATER RFD AC	02012595	11000955	WATER OVERPAYMENT RFD	07/31/12	225124	90.00-
SMITH,JERRY Sum							90.00-
00011 SPANGLER, JOSEPH	METER DEP RF	02012593	11000934	METER DEPOSIT REFUND	07/31/12	225135	37.08-
SPANGLER, JOSEPH Sum							37.08-
00011 STALLINGS, THOMAS Z	METER DEP RF	02012593	11000943	METER DEPOSIT REFUND	07/31/12	225136	37.08-
STALLINGS, THOMAS Z Sum							37.08-
00011 STELLHORN, DAVID M	METER DEP RF	02012581	11000894	METER DEPOSIT REFUND	07/31/12	225140	57.65-
STELLHORN, DAVID M Sum							57.65-
00011 STEWART, JEREMY	METER DEP RF	02012581	11000889	METER DEPOSIT REFUND	07/31/12	225141	2.08-
STEWART, JEREMY Sum							2.08-
00011 STRINGER, HEATHER	METER DEP RF	02012581	11000909	METER DEPOSIT REFUND	07/31/12	225143	57.70-
STRINGER, HEATHER Sum							57.70-
00011 TAYLOR, BRITTANY S	METER DEP RF	02012581	11000915	METER DEPOSIT REFUND	07/31/12	225145	6.30-
TAYLOR, BRITTANY S Sum							6.30-
00011 TESTON, KRISTIN	METER DEP RF	02012593	11000946	METER DEPOSIT REFUND	07/31/12	225146	40.65-
TESTON, KRISTIN Sum							40.65-
00011 TINDALL, ASHLEIGH	METER DEP RF	02012581	11000903	METER DEPOSIT REFUND	07/31/12	225147	40.65-
TINDALL, ASHLEIGH Sum							40.65-
00011 TROTTER, DAONTE	METER DEP RF	02012593	11000944	METER DEPOSIT REFUND	07/31/12	225149	2.73-
TROTTER, DAONTE Sum							2.73-
00011 WALTERS, CHARLENE	METER DEP RF	02012593	11000942	METER DEPOSIT REFUND	07/31/12	225164	40.65-
WALTERS, CHARLENE Sum							40.65-
00011 WALTERS, F E	METER DEP RF	02012581	11000926	METER DEPOSIT REFUND	07/31/12	225165	12.24-
WALTERS, F E Sum							12.24-
							5.65-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WALTERS, F E							
Sum							5.65-
00011	WILLIAMS, HELENA Y	02012593	11000932	METER DEPOSIT REFUND	07/31/12	225173	75.00-
WILLIAMS, HELENA Y							
Sum							75.00-
00011	WINDHAM, ANGELA ASHLEY	02012581	11000908	METER DEPOSIT REFUND	07/31/12	225176	26.62-
WINDHAM, ANGELA ASHLEY							
Sum							26.62-
00011	WOOD, BRIAN ALDEN	02012581	11000913	METER DEPOSIT REFUND	07/31/12	225177	40.65-
WOOD, BRIAN ALDEN							
Sum							40.65-
00011	WOODS, MATTHEW	02012581	11000918	METER DEPOSIT REFUND	07/31/12	225178	6.30-
WOODS, MATTHEW							
Sum							6.30-
00011	ZACHARY, RICHARD M	02012581	11000910	METER DEPOSIT REFUND	07/31/12	225181	2.73-
ZACHARY, RICHARD M							
Sum							2.73-
Sum							2,568.36-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	120410D	00126057	11000048	SERV 7/9-26 AIRPT DRNGE PROJ	07/31/12	224861	29,311.43-
ARE CONSULTANTS INC							
Sum							29,311.43-
00039 FAIRLEY CONSTRUCTION SER	APPL#2 AIRPO	00126058	11000049	SERV THRU 7/26 AIRPT DRNGE	07/31/12	224951	238,741.87-
FAIRLEY CONSTRUCTION SER							
Sum							238,741.87-
Sum							268,053.30-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 CATERPILLAR FINANCIAL SE	14301744 CON	02012582	11000398	BACKHOE LEASE PMT DUE 7/29/12	07/24/12	71241	1,086.14-
CATERPILLAR FINANCIAL SE							
Sum							1,086.14-
00072 JACKSON,BOWMAN & ARRINGT	49980	00126030	11000404	APPRAISALS 4/25-5/3 4TH ST II	07/31/12	225011	8,900.00-
00072 JACKSON,BOWMAN & ARRINGT	50083	00126029	11000405	SERV 6/20-7/23 4TH ST EXPN II	07/31/12	225011	9,188.25-
JACKSON,BOWMAN & ARRINGT							
Sum							18,088.25-
00072 NEEL-SCHAFFER INC	01003829	00126018	11000399	SERV 5/1-6/30 4TH ST EXP II	07/31/12	225072	5,611.92-
00072 NEEL-SCHAFFER INC	01003833	00126019	11000400	SERV 5/1-6/30 LLT DEPOT/CHAIN	07/31/12	225072	17,063.76-
00072 NEEL-SCHAFFER INC	01002971	00126021	11000401	SERV 5/12 BONHOMIEWSF TATUM	07/31/12	225072	516.50-
00072 NEEL-SCHAFFER INC	01003832	00126022	11000402	DESIGN 5/1-6/30 BRDWAY/MOBILE	07/31/12	225072	5,335.84-
00072 NEEL-SCHAFFER INC	01001620-11-	00126024	11000403	SERV 3/1-5/31 19TH/ADELINE	07/31/12	225072	14,762.84-
00072 NEEL-SCHAFFER INC	01003830	00126031	11000406	SERV 6/12 SAFE ROUTES SCHOOL	07/31/12	225072	1,402.98-
NEEL-SCHAFFER INC							
Sum							44,693.84-
00072 PITTMAN,HOWDESHELL,HINTO	HHP-0210-00(	00126056	11000408	DEEDS LLT GATEWAY TO MAIN ST	07/31/12	225097	22,400.00-
PITTMAN,HOWDESHELL,HINTO							
Sum							22,400.00-
00072 WALTERS CONSTRUCTION CO	APPL#2 HWY 1	00126027	11000407	SERV 6/12 H11/PKWAY SIGNAL	07/31/12	225163	205,456.11-
WALTERS CONSTRUCTION CO							
Sum							205,456.11-
Sum							291,704.34-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20149 MASS T	00125962	11000453	SERVS 7/12 MASS TRANS OFFICE	07/31/12	224847	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 BARDING GENERATOR & STAR	151868	00125081	11000461	REGULATOR U#10970	07/31/12	224870	164.75-
BARDING GENERATOR & STAR							
Sum							164.75-
00073 C SPIRE WIRELESS (CELLUL	6/23/12-7/22	02012582	11000460	CELL SERV 7/12 MASS TRANSIT	07/31/12	224895	49.85-
C SPIRE WIRELESS (CELLUL							
Sum							49.85-
00073 CINTAS CORPORATION #J66	J66344020	00125763	11000449	UNIFORMS 5/02 DRIVERS	07/31/12	224901	58.88-
CINTAS CORPORATION #J66							
Sum							58.88-
00073 CITY OF HATTIESBURG FUND	07/25/12	02012527	11000452	TRF 2ND 7/12 PAYROLL	07/25/12	16721	21,766.81-
CITY OF HATTIESBURG FUND							
Sum							21,766.81-
00073 COMSOUTH	165855	00125126	11000459	RADIOS-NEW BUSES/SERV TRUCK	07/31/12	224909	4,049.95-
COMSOUTH							
Sum							4,049.95-
00073 DAKTECH COMPUTERS	INV0297430	00125399	11000450	RPLCMNT COMPUTER	07/31/12	224921	1,644.00-
DAKTECH COMPUTERS							
Sum							1,644.00-
00073 G & K SERVICES	1035286451	00126091	11000464	UNIFORMS 7/03 DRIVERS	07/31/12	224965	36.00-
G & K SERVICES							
00073 G & K SERVICES	1035288492	00126091	11000465	UNIFORMS 7/10 DRIVERS	07/31/12	224965	36.00-
G & K SERVICES							
00073 G & K SERVICES	1035290613	00126091	11000466	UNIFORMS 7/17 DRIVERS	07/31/12	224965	36.00-
G & K SERVICES							
00073 G & K SERVICES	1035292672	00126091	11000467	UNIFORMS 7/24 DRIVERS	07/31/12	224965	36.00-
G & K SERVICES							
00073 G & K SERVICES	1035286432	00126092	11000468	UNIFORMS 7/03 MECHANICS	07/31/12	224965	8.00-
G & K SERVICES							
00073 G & K SERVICES	1035288500	00126092	11000469	UNIFORMS 7/10 MECHANICS	07/31/12	224965	8.00-
G & K SERVICES							
00073 G & K SERVICES	1035290621	00126092	11000470	UNIFORMS 7/17 MECHANICS	07/31/12	224965	8.00-
G & K SERVICES							
00073 G & K SERVICES	1035292680	00126092	11000471	UNIFORMS 7/24 MECHANICS	07/31/12	224965	8.00-
G & K SERVICES							
00073 G & K SERVICES	1035286457	00126093	11000472	MATS 7/03	07/31/12	224965	5.37-
G & K SERVICES							
00073 G & K SERVICES	1035288501	00126093	11000473	MATS 7/10	07/31/12	224965	5.37-
G & K SERVICES							
00073 G & K SERVICES	1035290622	00126093	11000474	MATS 7/17	07/31/12	224965	5.37-
G & K SERVICES							
00073 G & K SERVICES	1035292681	00126093	11000475	MATS 7/24	07/31/12	224965	5.37-
G & K SERVICES							
Sum							197.48-
00073 GARY'S SMALL ENGINE REPA	PO#125277 6/	00125277	11000456	TRIMMER LINE SUPPLIES	07/31/12	224970	42.98-
GARY'S SMALL ENGINE REPA							
Sum							42.98-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GARY'S SMALL ENGINE REPA							
Sum							42.98-
00073 GILLIG LLC	4829419	00125336	11000448	REPR PTS U#16235	07/31/12	224973	2,931.69-
00073 GILLIG LLC	5027495	00123917	11000463	CREDIT	07/31/12	224973	98.70
GILLIG LLC							
Sum							2,832.99-
00073 MS POWER COMPANY	7/12 M TRANS	00201220	11000451	MNTHLY ELEC-MASS TRANSIT	07/31/12	225063	580.42-
MS POWER COMPANY							
Sum							580.42-
00073 O'REILLY AUTO PARTS	0943-334155	00124316	11000454	ANTIFREEZE FOR BUSES	07/31/12	225077	95.94-
00073 O'REILLY AUTO PARTS	0943-334154	00124318	11000455	BATTERIES U#16759	07/31/12	225077	181.98-
00073 O'REILLY AUTO PARTS	0943-335156	00124470	11000462	BATTERIES U#16234	07/31/12	225077	413.98-
O'REILLY AUTO PARTS							
Sum							691.90-
00073 OLD RIVER TRUCK SALES IN	10222710008	00125038	11000457	FAN MOTOR REPR U#16235	07/31/12	225081	591.59-
OLD RIVER TRUCK SALES IN							
Sum							591.59-
00073 VERIZON WIRELESS	6758721213	00125948	11000458	GPS SERV 7/11-8/10/12 BUSES	07/31/12	225159	201.71-
VERIZON WIRELESS							
Sum							201.71-
Sum							33,218.31-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 CREEL CO, THE	APPL#6 FINAL	00126032	11000120	FINAL PAY WTR PLANT PHASE II	07/31/12	224915	42,852.20-
CREELCO, THE							
Sum							42,852.20-
00075 HRG (HATTIESBURG RESOURC	011003-01-1	00125858	11000116	PRETREATMNT FACILITY 5/1-31/12	07/19/12	35842	16,402.24-
00075 HRG (HATTIESBURG RESOURC	011001-03-4	00126016	11000118	SERV 6/12 W&S RATE STUDY	07/31/12	225000	86,024.53-
00075 HRG (HATTIESBURG RESOURC	011003-01-2	00126017	11000119	SERV 6/12 USA YEAST FACILITY	07/31/12	225000	5,874.48-
HRG (HATTIESBURG RESOURC							
Sum							108,301.25-
Sum							151,153.45-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 BROCK, SANDY (REFUND)	MCNAIR CNTR	02012589	11000445	RENT REFUND	07/31/12	224889	100.00-
BROCK,SANDY (REFUND)							
Sum							100.00-
00077 BROWN, KIMALA (REFUND)	SHERRILL CNT	02012589	11000446	DAMAGE DEPOSIT REFUND	07/31/12	224890	100.00-
BROWN,KIMALA (REFUND)							
Sum							100.00-
00077 C SPIRE WIRELESS (CELLUL	6/23/12-7/22	02012582	11000449	CELL SERV 7/12 COMM CNTRS	07/31/12	224895	49.85-
C SPIRE WIRELESS (CELLUL							
Sum							49.85-
00077 CAMPER CITY OF HATTIESBU	25577	00125400	11000425	BED LINER/MATS U#18567	07/31/12	224896	337.00-
CAMPERCITY OF HATTIESBU							
Sum							337.00-
00077 CITY OF HATTIESBURG FUND	07/25/12	02012527	11000438	TRF 2ND 7/12 PAYROLL	07/25/12	35844	18,631.39-
CITY OF HATTIESBURG FUND							
Sum							18,631.39-
00077 COBURN'S SUPPLY CO INC	605052707	00125693	11000427	A/C REPR SHERRILL DINING ROOM	07/31/12	224905	3,600.00-
COBURN'S SUPPLY CO INC							
Sum							3,600.00-
00077 DEDEAUX, SARA (REFUND)	CULTURAL CNT	02012589	11000444	DAMAGE DEPOSIT REFUND	07/31/12	224927	250.00-
DEDEAUX, SARA (REFUND)							
Sum							250.00-
00077 DUCKSWORTH, GAIL (REFUND	CE ROY CNTR	02012589	11000448	DAMAGE DEPOSIT REFUND	07/31/12	224935	100.00-
DUCKSWORTH, GAIL (REFUND							
Sum							100.00-
00077 DYKES, ELAINE (REFUND)	SHERRILL CNT	02012589	11000443	DAMAGE DEPOSIT REFUND	07/31/12	224939	100.00-
DYKES,ELAINE (REFUND)							
Sum							100.00-
00077 ENVIRONMENTAL SERVICES L	115A112	00125771	11000450	ASESTOS TEST CULT CNTR RESTRM	07/31/12	224945	500.00-
ENVIRONMENTAL SERVICES L							
Sum							500.00-
00077 GRAY, AUDREY (REFUND)	CE ROY CNTR	02012589	11000442	DAMAGE DEPOSIT REFUND	07/31/12	224976	100.00-
GRAY,AUDREY (REFUND)							
Sum							100.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 GREEN FOREST NURSERY INC	19213	00121323	11000423	LANDSCAPE SUPP CULTURAL CNTR	07/31/12	224977	1,183.00-
GREENFOREST NURSERY INC							
Sum							1,183.00-
00077 GROVER'S PAINTING INC	1968	00122351	11000435	CEILING REPR CULTURAL CNTR	07/31/12	224980	3,400.00-
GROVER'S PAINTING INC							
Sum							3,400.00-
00077 HARRIS, JOANNA (REFUND)	CULTURAL CNT	02012589	11000441	DAMAGE DEPOSIT REFUND	07/31/12	224988	300.00-
HARRIS, JOANNA (REFUND)							
Sum							300.00-
00077 LADRENA, LARRY (REFUND)	SHERRILL CNT	02012589	11000439	DAMAGE DEPOSIT REFUND	07/31/12	225029	200.00-
LADRENA, LARRY (REFUND)							
Sum							200.00-
00077 MCGEE, CHRIS (REFUND)	SIGLER CNTR	02012589	11000447	DAMAGE DEPOSIT REFUND	07/31/12	225045	100.00-
MCGEE, CHRIS (REFUND)							
Sum							100.00-
00077 MS GRASS NURSERY	23570	00121346	11000428	RPLCMNT SOD CULTURAL CNTR	07/31/12	225062	100.00-
MS GRASS NURSERY							
Sum							100.00-
00077 MS GRASS NURSERY	23573	00121346	11000429	RPLCMNT SOD CULTURAL CNTR	07/31/12	225062	163.00-
MS GRASS NURSERY							
Sum							163.00-
00077 MS GRASS NURSERY	23574	00125781	11000430	RPLCMNT SOD CULTURAL CNTR	07/31/12	225062	48.25-
MS GRASS NURSERY							
Sum							48.25-
00077 MS GRASS NURSERY	23570 & 2357	00125781	11000431	ADDL AMT DUE PO#121346	07/31/12	225062	34.00-
MS GRASS NURSERY							
Sum							34.00-
00077 MS POWER COMPANY	7/12 COMM CN	00201220	11000437	MNTHLY ELEC-COMM CNTRS	07/31/12	225063	408.25-
MS POWER COMPANY							
Sum							408.25-
00077 MS POWER COMPANY	60599	00126088	11000451	TOWING U#10146 COMM CNTRS	07/31/12	225088	4,166.71-
MS POWER COMPANY							
Sum							4,166.71-
00077 PEANUTS TOWING SERVICE	SHERRILL CNT	02012589	11000440	DAMAGE DEPOSIT REFUND	07/31/12	225093	65.00-
PEANUTS TOWING SERVICE							
Sum							65.00-
00077 PICKETT, ANDREA (REFUND)	3432901	00125451	11000426	A/C REPR SUPP SHERRILL CNTR	07/31/12	225126	100.00-
PICKETT, ANDREA (REFUND)							
Sum							100.00-
00077 SOLAR SUPPLY INC	005342	00125037	11000432	DVD/VCR PLAYER SIGLER CNTR	07/31/12	225162	762.58-
SOLAR SUPPLY INC							
Sum							762.58-
00077 WAL-MART STORES INC							79.88-
WAL-MART STORES INC							
Sum							79.88-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WAL-MART STORES INC							
Sum							79.88-
00077	WESTERN WATERPROOFING CO	PO#120255 7/	00120255	11000434	07/31/12	225171	9,680.00-
WESTERN WATERPROOFING CO							
Sum							9,680.00-
00077	WILLMUT GAS & OIL COMPAN	7/12 COMM CN	00201220	11000436	07/31/12	225175	26.52-
WILLMUT GAS & OIL COMPAN							
Sum							26.52-
00077	1ST SOURCE SERVALL	GC841047	00125687	11000424	07/31/12	225182	176.63-
00077	1ST SOURCE SERVALL	GC841548	00125779	11000433	07/31/12	225182	205.18-
1ST SOURCE SERVALL							
Sum							381.81-
Sum							44,721.99-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BONNER ANALYTICAL TESTIN	49868	00125807	11000256	LEAD INSPECTION-302 HALL AVE	07/19/12	35818	547.80-
00082 BONNER ANALYTICAL TESTIN	49995	00125806	11000257	LEAD INSPECTION-1802 EDWARDS	07/19/12	35819	527.80-
00082 BONNER ANALYTICAL TESTIN	50007	00125805	11000258	LEAD INSPECTION-208 W 7TH ST	07/19/12	35820	496.55-
00082 BONNER ANALYTICAL TESTIN	49994	00125808	11000260	LEAD INSPECTION-605 BROAD ST	07/19/12	35823	527.80-
00082 BONNER ANALYTICAL TESTIN	50008	00125809	11000264	LEAD INSPECTION/1507 PECAN	07/19/12	35837	454.05-
BONNERANALYTICAL TESTIN							
Sum							2,554.00-
00082 BREAKTHROUGH COMMUNITY S	01-DRAW #1/2	00125803	11000255	REHAB-ROOF CONSTR LABOR ETC	07/19/12	35817	21,500.00-
BREAKTHROUGH COMMUNITY S							
Sum							21,500.00-
00082 C SPIRE WIRELESS (CELLUL	6/23/12-7/22	02012582	11000266	CELL SERV 7/12 CDBG	07/31/12	224895	32.34-
C SPIRE WIRELESS (CELLUL							
Sum							32.34-
00082 CITY OF HATTIESBURG FUND	07/25/12	02012527	11000265	TRF 2ND 7/12 PAYROLL	07/25/12	35845	7,409.76-
CITY OF HATTIESBURG FUND							
Sum							7,409.76-
00082 EVE'S HOUSE INC (CDBG)	1001 - DRAW	00125810	11000262	COMPUTER EQUIP-OFF FURN & SPLY	07/19/12	35826	1,456.85-
EVE'SHOUSE INC (CDBG)							
Sum							1,456.85-
00082 FIRST TEE OF THE PINE BE	070912 -DRAW	00125804	11000259	SALARIES & FRINGE	07/19/12	35821	7,432.50-
FIRSTTEE OF THE PINE BE							
Sum							7,432.50-
00082 INDOFF INC	2120883	00125797	11000268	OFFICE SUPP CDBG/HOME PROGRAM	07/31/12	225005	7,432.50-
INDOFFINC							
Sum							229.27-
00082 MCDUFFIE, SANDRA (CDBG)	071712 - 1 A	00125801	11000253	TEMP RELOC-7/18-8/17/12	07/19/12	35815	650.00-
MCDUFFIE, SANDRA (CDBG)							
Sum							650.00-
00082 MOORE'S LOCK AND KEY LLC	12001	00126025	11000267	RPLCMNT KEY U#11532	07/31/12	225057	100.00-
MOORE'S LOCK AND KEY LLC							
Sum							100.00-
00082 SMITH'S REMODELING	071012 - DRA	00125802	11000254	REHAB/623 DUKE	07/19/12	35816	3,628.00-
SMITH'S REMODELING							
Sum							3,628.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00082 THE HILLS INC (CDBG)	071712 - DRA	00125811	11000263	MICRO-RENT-MARKETING-INSURANCE	07/19/12	35828	1,397.52-
THE HILLS INC (CDBG)							
Sum							1,397.52-
00082 TRAVIS, OVELL (CDBG)	071712 - 209	00125800	11000252	TEMP RELOC-7/11-8/10/12	07/19/12	35814	650.00-
TRAVIS, OVELL (CDBG)							
Sum							650.00-
Sum							47,040.24-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
K.P.ZOO CAPITAL IMPROVEMENT							
00098 H'BURG CONVENTION COMMIS	REPORT#8 4/1	00125951	11000005	REIMB QUARANTINE FACILITY	07/31/12	224983	46,512.14-
H'BURGCONVENTION COMMIS							
Sum							46,512.14-
Sum							46,512.14-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2010 W&S GO BONDS							
00099 GREENBRIAR DIGGING SERVI	PAY APPL FIN	00126033	11000077	FINAL PAY WESLEY WTR PLANT	07/31/12	224978	68,998.75-
GREENBRIAR DIGGING SERVI							
Sum							68,998.75-
00099 PIERCON INC	APPL #9 - 59	00125755	11000076	592 N LAGOON EXPANSION	07/17/12	41026	224,841.25-
PIERCON INC							
Sum							224,841.25-
Sum							293,840.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GrandTotal Level Sum							3,664,735.80-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING JULY 31, 2012**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
78	UWS INC	1167, 1169	120575	34	REPLACE 41 WATER METERS	8/1/12	35867	52,700.00
78	UWS INC	1168	120919	33	REPLACE 1 WATER METER	8/1/12	35866	3,870.00
01	DON MEDLEY, T. & M. COSTELLO	CASE 2:11CV171 KS-MTP	126196	7406	SETTLEMENT - COSTELLO V. COH	8/1/12	16740	7,500.00
01	COUNTRY FORD	1FTBF2A69CEC32206	126094	7475	2012 FORD F250 FOR CONSTRUCTION DEPT	8/2/12	16797	19,401.04

TOTAL 83,471.04

ADDENDUM CLAIMS DOCKET
PERIOD ENDING JULY 31, 2012

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	TRUCK EQUIPMENT SALES INC	M11326	120947	7601	2012 BUCKET TRUCK FOR CEMETERY	8/7/12	16799	149,297.00

TOTAL 149,297.00



City of Hattiesburg, MS

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

Master

File Number: 2012-0962

File ID: 2012-0962

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/13/2012

Brief Title: Awarding of bid to Waters International Trucks.

Final Action:

Minute Book Number: mb 2012-1/271

Title:

Acknowledge receipt of bids received on July 5, 2012, and accept the bid of Waters International Trucks of Hattiesburg, Ms, in the amount of \$304,840.28 for a new positive displacement blower combination sewer cleaner truck as being the lowest and best bid received.

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Documents, Waters International

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 - Amendments to the Agenda	08/06/2012					
1	City Council	08/07/2012					

Text of Legislative File 2012-0962

Title

Acknowledge receipt of bids received on July 5, 2012, and accept the bid of Waters International Trucks of Hattiesburg, Ms, in the amount of \$304,840.28 for a new positive displacement blower combination sewer cleaner truck as being the lowest and best bid received.

Summary

Awarding of bid to Waters International Trucks

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor Johnny L. DuPree, Ph.D.

Council-Ward 1
Kim Bradley

Council-Ward 2
Deborah Denard Delgado

Council-Ward 3
Carter Carroll

Council Ward 4
Dave J. Ware

Council-Ward 5
Henry Naylor

To: Mayor Dupree

From : Arnold Landrum

Subject: Bid reviews for Blower/Sewer Truck

Date: July 6, 2012

After reviewing the bid specifications and bids submitted by the various vendors the bid by Waters International with a Vac -Con body does meet specifications and should be awarded at a bid price of 304,840.28



FULL PARTS & SERVICE LOCATIONS

QUOTE

1225 Vanderbilt Road
Birmingham, AL 35236

7760 Highland Avenue North
Mobile, AL 36608

Phone: 205-324-3104
Fax: 205-324-2679

Phone: 251-631-3766
Fax: 251-631-3768

Number SECQ1129

Date Jun 15, 2012

Sold To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Ship To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Your Sales Rep

Matt Vinson

Cell: 2512989398

matt@secequip.com

7760 Highland Avenue North
Mobile AL 36608

Terms

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price

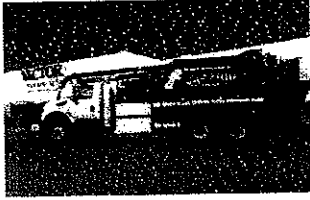
1	1	PD Blower, 16" Blower 12 Yard Debris Body Capacity 1000 Gallon Water Capacity As Standard/6X4 Chassis Only Standard Includes: One Aluminum Toolbox (Weather Proof Lockable) 48x22X24 Located Passenger Side on Subframe. (46849MW) Std on 6x4 and 4x2 Models, Aluminum Fenders, Mud Flaps, Electric/Hydraulic Four Way Boom, Color Coded Sealed Electrical System, Remote Pendant Control With 35' Cord, Vansco-Electronic Package: Vactor includes as standard-Chassis Tach, Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown, (E-STOP-turns off rodder pump, turns off PTO A and PTO B, shuts off Aux Engine (if equipped), sets chassis throttle back to idle. Disables vacuum (opens vacuum disable). E-Stop Located @ Front Reel Controls, Rear Reel Controls, Pendant, Wireless Control (if equipped) and At Dump Control Location Machine Functions and Diagnostics (Chassis and Module), Double Acting Dump Hoist Cylinder, 2" Y-Strainer With 25' Fill Hose, Handgun Assy w/35' x 1/2" Hose With Quick Disconnects, Ex-Ten Steel Cylindrical Debris Tank, Flexible Hose Guide, (3) Nozzles with Carbide Inserts with Nozzle Rack (1) 30° Sanitary, (1) 15° Penetrator, Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe, 1" Nozzle Pipe, Flat Rear Door w/Hydraulic Locks and Door Power Up, Power Down, Open/Close Feature (NO GRABBER), Dual 10" Stainless Steel Float Shut Off System/Rear Mounted, Debris Body Vacuum Relief System, Debris Deflector Plate, 48" Dump Height (Single Axle w/1000 Gallon Capacity), 60" Dump Height (Tandem Axle w/1300 & 1500 Gallon Capacities), Water Sight Gauge D/S & P/S, Liquid Float Level Indicator, SS Microstrainer Prior to Blower, Debris Body Vacuum Relief System, Blower Air Shift Controls, AUXILIARY COOLING PACKAGE FOR CHASSIS ENGINE - System provides additional cooling for the chassis engine, by routing the chassis coolant through a heat exchanger. AVAILABLE ON IH MAXXFORCE ENGINES ONLY, 180 Degree Rotation Non Telescopic Boom, Front loading 8" Suction Hose, Boom Transport Cradle, 60 GPM Variable Flow Water System, 3" Y-Strainer @ Water Pump with 3" Drain Valve, Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps), Water Relief Valve, 1", Midship Handgun Coupling, Side Mounted Water Pump, 400'x 1" Piranha Sewer Hose 2500 PSI, Hose Wind Guide (Dual Roller), Hose Footage Counter Front Side Of Hose Reel-Mechanical, Hose Reel Manual Hyd Extend/Retract, Hose Reel Chain Cover (Full), 15" Hydraulic		

FILED
JUL 05 2012
EDDIE R. MOORE, CITY CLERK
By *[Signature]* Deputy Clerk

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price

Telescoping & 270° Rotating Hose Reel (800'x 1" Piranha or Aeroquip Capacity) w/ Dual Controls, Tachometer - Chassis Engine w/ Hourmeter, HOURMETER FOR WATER PUMP OPERATION, HOURMETER FOR PTO OPERATION, Tachometer & Hourmeter - Blower, Circuit Breakers, LED Lights, Clearance, Back Up, Stop, Tail & Turn, 1+ 1 Vactor Manual-Partial Manual and CD Version, Tow Hooks, Front And Rear, Electronic Back-Up Alarm, Module Paint Wet-On-Wet (DuPont), 8" (15') Vacuum Pipe Package, Emergency Flare Kit, Fire Extinguisher 5 Lbs.



2	1	2013 Freightliner 114 Conventional Cab		
3	1	6" BUTTERFLY VALVE/REAR DOOR LOCATED 6:00 POSITION		
4	1	DEBRIS BODY FLUSH OUT SYSTEM		
5	1	SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER		
6	1	CENTRIFUGAL SEPARATOR REAR MOUNTED (PLUS STYLE)		
7	1	FOLDING PIPE RACK/CURBSIDE		
8	1	LUBE MANIFOLD (INCLUDES OPTIONS 1023PA)		
9	1	LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM		
10	1	1500 GALLON WATER CAPACITY - ADDITIONAL ON 10 & 12 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)		
11	1	ELECTRONIC BLOWER ENGAGEMENT FRONT STATION CONTROL-FOR 3000 AND 4000 SERIES TRANSMISSIONS SERIES ALLISON.		
12	1	8 FT. HYDRAULIC TELESCOPIC BOOM WITH 180 DEGREE ROTATION		
13	1	80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM		
14	1	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)		
15	1	SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LIGHTS - REAR ONLY		
16	1	HAND LIGHT WITH BUMPER PLUG		
17	1	ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM		
18	1	SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR		
19	1	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY		
20	1	RODDER PUMP DRAIN VALVES (2)		
21	1	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 600' X 1-1/4" AERO-QUIP OR 600' X 1-1/4" PIRANHA SEWER HOSE 800' X 1" SHARK SEWER HOSE		

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price
		900' X 1" PIRANHA ARMOR BELT OR 900' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 1000' X 1" AERO-QUIP OR 1000' X 1" PIRANHA SEWER HOSE		
22	1	FS DOT 3 - 6 LIGHT SYSTEM - ALL LED SYSTEM - 2 FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES		
23	1	LED WORK LIGHTS (2) ON ALL BOOMS		
24	1	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES		
25	1	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area		
26	3	8" x 5' Aluminum Pipe Assy		
27	3	8" Quick Clamp Assy		


SubTotal \$305,304.38
Tax \$0.00
Shipping \$0.00
Total **\$305,304.38**

FILED
JUL 05 2012
 EDDIE MYERS, CITY CLERK
 Deputy Clerk

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.



WATERS INTERNATIONAL TRUCKS, INC.

80 S & K DRIVE

P.O. BOX 831

HATTIESBURG, MS 39402

PHONE: 601-544-7401 FAX: 601-544-7478

Sales – Parts – Service

July 5, 2012

We are pleased to offer the following quotation in response to your request for bids on One (1) New Positive Displacement Blower Combination Sewer Cleaner.

One (1) International 7500 6x4

One (1) Vac-Con Combination Sewer Cleaner

Total Price: \$304,840.28

(M)

Truck and Body Specification Sheet Attached

Quote Good For 30 Days after Quotation Date

Please allow 60 - 120 days after receipt of purchase Order for delivery.

Thank You,

Vaughan Waters

Vgh Wa
7/5/12

FILED

JUL 05 2012

EDITH B. MYERS, CLERK
Deputy Clerk

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/...
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area DIBERNILLE MS., mobile County - mobile AL.
SHEFFIELD AL.

Please list any buyback programs available NONE

Please list any preventative maintenance programs available Attached.

Does bidder offer ON SITE WARRANTY at NO COST yes - During 1st year

Please list options for a 3 year and 5 year lease purchase 3yr = 9711 per month
5yr = 6045 per month

Delivery in Days 120-180 days

Price\$ 330,303

Preventative Maintenance Program Cost N/A

Bidder:

Company TRUCK EQUIPMENT SALES

Representative KEITH BROWN

Phone 251-666-8606

2013 Freightliner 114SD

CAMEL 200

Y
- Primary Bid.

P.D. BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-1S heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area Comply (Included)

Please list any buyback programs available Not Available on Lease Purchase

Please list any preventative maintenance programs available Bi-monthly Inspection, No Charge

Does bidder offer ON SITE WARRANTY at NO COST YES?

Please list options for a 3 year and 5 year lease purchase SEE ATTACHED

Delivery in Days 60-120 ARO

Price \$ 306,900.00

Preventative Maintenance Program Cost No Charge

Bidder:

Company Covington Sales & Service, Inc.

Representative Chris Kinchen

Phone 1-800-349-8000



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: August 3, 2012

SUBJECT: Sewer Blower Truck

On July 5, 2012, bids were received for one (1) Sewer Blower Truck for the Water Department. After careful review of the bids received, the purchasing department recommend the bid from Waters International Trucks in the amount of \$304, 840.28 as the lowest and best bid received that meet the City's advertised specifications.

Please call should you have any questions concerning this recommendation.

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, August 7, 2012

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-21 at the request of the Administration as follows:

2012-1028

Authorize the Mayor to execute in triplicate Amendment #4 to License agreement (February 6, 2001) between City of Hattiesburg and A T & T, allowing use of various frequencies at cell tower on water tank at University of Southern Mississippi.

Attachments: Amendment #4 Agreement. AT & T
 Executed AT&T.4



City of Hattiesburg, MS

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

Master

File Number: 2012-1028

File ID: 2012-1028

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/07/2012

Brief Title: Authorize the Mayor to execute Amendment #4
between City of Hattiesburg and A T & T

Final Action: 08/07/2012

Minute Book Number: MB 2012-1/268

Title:

Authorize the Mayor to execute in triplicate Amendment #4 to License agreement (February 6, 2001) between City of Hattiesburg and A T & T, allowing use of various frequencies at cell tower on water tank at University of Southern Mississippi.

Notes:

Sponsors:

Enactment Date:

Attachments: Amendment #4 Agreement. AT & T, Executed
AT&T.4

Enactment Number:

Contact:

Meeting Date: 08/07/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	08/07/2012					
1	City Council	08/07/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize the Mayor to execute in triplicate Amendment #4 to License agreement (February 6, 2001) between City of Hattiesburg and A T & T, allowing use of various frequencies at cell tower on water tank at University of Southern Mississippi.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-1028

Title

Authorize the Mayor to execute in triplicate Amendment #4 to License agreement (February 6, 2001) between City of Hattiesburg and A T & T, allowing use of various frequencies at cell tower on water tank at University of Southern Mississippi.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Market: Gulf Coast (MS)
Cell Site Number: _____
Cell Site Name: USM
Fixed Asset Number: 10016698

FOURTH AMENDMENT TO LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("**Fourth Amendment**"), dated as of the latter of the signature dates below, is by and between The City of Hattiesburg, having a mailing address of Attn: Chief Administrator, P.O. Box 1898, Hattiesburg, MS 39403-1898 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, successor by merger to Tritel Communications, LLC ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a License Agreement dated February 6, 2001, as amended by that certain First Amendment to License Agreement dated March 14, 2003, that certain Second Amendment to License Agreement dated April 6, 2004, and that certain Third Amendment to License Agreement dated October 29, 2010 (collectively, the "**Agreement**") whereby Licensor leased to Licensee certain Licensed Premises, therein described, that are a portion of the Property located at 2811 West 4th Street, Hattiesburg, MS 39401; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify scope of Tenant's permitted use of the Licensed Premises; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Permitted Use.** Licensee's Permitted Use as delineated in Section 2 of the Agreement and any reference in the Agreement to "PCS system" are hereby amended to include the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of any related equipment, cables, accessories and improvements necessary for Tenant's use.

2. **Additional Antennas.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit C-4. Licensor’s execution of this Amendment will signify Licensor’s approval of Exhibit C-4. Exhibit C-4 hereby supplements C-1 to the Agreement.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the dates set forth below.

“LICENSOR”

City of Hattiesburg

By: _____

Name: _____

Title: _____

Date: _____

“LICENSEE”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Alina Dumitrescu

Title: Professional- Tech Project Manager, C&E

Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

I CERTIFY that on _____, 2012, _____ personally came before me and acknowledged under oath that he or she:

- (a) is the _____ of City of Hattiesburg, who is named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipality; and
- (c) executed the instrument as the act of the municipality.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 2012 before me personally appeared Alina Dumitrescu, and acknowledged under oath that she is the Professional- Tech Project Manager, C&E of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

EXHIBIT C-4

Licensee's Additional Equipment

Proposed Additional Equipment per this Fourth Amendment

Three (3) 10mm Rosenberger Fiber cables
Three (3) 19mm Rosenberger DC cables
Three (3) Power Wave P65-16-XLH-RR antennas
Three (3) Kathrein 860 10025 Remote Electrical Tilts (RET)
Three (3) RRUS -11 MIMO Remote Units
Three (3) Squid DC2-48-60-0-9E Surge protection Units

* No change to existing ground space

Market: Gulf Coast (MS)
Cell Site Number: _____
Cell Site Name: USM
Fixed Asset Number: 10016698

FOURTH AMENDMENT TO LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("**Fourth Amendment**"), dated as of the latter of the signature dates below, is by and between The City of Hattiesburg, having a mailing address of Attn: Chief Administrator, P.O. Box 1898, Hattiesburg, MS 39403-1898 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, successor by merger to Tritel Communications, LLC ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a License Agreement dated February 6, 2001, as amended by that certain First Amendment to License Agreement dated March 14, 2003, that certain Second Amendment to License Agreement dated April 6, 2004, and that certain Third Amendment to License Agreement dated October 29, 2010 (collectively, the "**Agreement**") whereby Licensor leased to Licensee certain Licensed Premises, therein described, that are a portion of the Property located at 2811 West 4th Street, Hattiesburg, MS 39401; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify scope of Tenant's permitted use of the Licensed Premises; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Permitted Use.** Licensee's Permitted Use as delineated in Section 2 of the Agreement and any reference in the Agreement to "PCS system" are hereby amended to include the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of any related equipment, cables, accessories and improvements necessary for Tenant's use.

2. **Additional Antennas.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the "**Additional Equipment**") as more completely described on attached Exhibit C-4. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit C-4. Exhibit C-4 hereby supplements C-1 to the Agreement.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the dates set forth below.

"LICENSOR"

City of Hattiesburg

By: 

Name: Johnny L. DuPre

Title: Mayor

Date: 8-07-12

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Alina Dumitrescu

Title: Professional- Tech Project Manager, C&E

Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

I CERTIFY that on _____, 2012, _____ personally came before me and acknowledged under oath that he or she:

- (a) is the _____ of City of Hattiesburg, who is named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipality; and
- (c) executed the instrument as the act of the municipality.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 2012 before me personally appeared Alina Dumitrescu, and acknowledged under oath that she is the Professional- Tech Project Manager, C&E of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

EXHIBIT C-4

Licensee's Additional Equipment

Proposed Additional Equipment per this Fourth Amendment

Three (3) 10mm Rosenberger Fiber cables
Three (3) 19mm Rosenberger DC cables
Three (3) Power Wave P65-16-XLH-RR antennas
Three (3) Kathrein 860 10025 Remote Electrical Tilts (RET)
Three (3) RRUS -11 MIMO Remote Units
Three (3) Squid DC2-48-60-0-9E Surge protection Units

* No change to existing ground space