

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, December 20, 2011

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****V. PRESENTATION AGENDA****VI. POLICY AGENDA****VI.-1 [2011-0392](#)**

Adopt an Ordinance establishing rules and regulations for nightclubs and amend Chapter 3 of Code of Ordinances

Attachments: [Ord. Nightclubs](#)

VI.-2 [2011-0369](#)

APPROVE or DENY to adopt the ordinance for the petition filed by Dennis L. Pierce, owner and represented by Darian A. Pierce, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, to change the zoning classification of certain property located at 1604 South 28th Avenue (Parcel 25-1037-37 and 37A, PPIN 027164 and 43190, Ward 5) from B-2 (Neighborhood Business) District to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to DENY on December 7, 2011.

Attachments: [Zoning Change B-2 to B-3 - 1604 South 28th Avenue](#)
[Ordinance South 28th Avenue](#)

VI.-3 [2011-0390](#)

Adopt Resolutions 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, as recorded on the Resolutions, to remove violations per the recommendations of the Code Enforcement Manager.

Attachments:[Memo for Adoption of Resolutions \(21 Properties\) #2011-190-207](#)[Memo Dismissal \(3\)-Extend 30 days \(1\) for 12-20-11](#)[Dismissal of \(3\) Properties for 12-20-11](#)[Cactus St. 167B-5760-6-325 \(Resolution\)1](#)[Cactus Street 167B-5760-6-325 \(executed\) 1](#)[Cactus St. 167B-5760-6-326 \(Resolution\)2](#)[Cactus Street 167B-5760-6-326 \(executed\) 2](#)[110 Coleman Ave. \(Resolution\)3](#)[110 Coleman Avenue \(executed\) 3](#)[112 Coleman Ave. \(Resolution\)4](#)[112 Coleman Avenue \(executed\) 4](#)[May Ave. 39-92-13-2 \(Resolution\)5](#)[May Avenue \(executed\) 5](#)[205 May Ave. \(Resolution\)6](#)[205 May Avenue \(executed\) 6](#)[501 Ruby Ave. \(Resolution\)7](#)[501 Ruby Avenue \(executed\) 7](#)[503 Ruby Ave. \(Resolution\)8](#)[503 Ruby Avenue \(executed\) 8](#)[105 Midway Ave. \(Resolution\)9](#)[105 Midway Avenue \(executed\)9](#)[207 Rosa Ave. \(Resolution\)10](#)[207 Rosa Avenue \(executed\)10](#)[1001 Charles St. \(Resolution\)11](#)[1001 Charles Street \(executed\)11](#)[1219 McLaurin St. \(Resolution\)12](#)[1219 McLaurin Street \(executed\)12](#)[118 E. 7th St. \(Resolution\)13](#)[118 E. 7th Street \(executed\)13](#)[210 Jackson St. \(Resolution\)14](#)[210 Jackson Street \(executed\)14](#)[120 Mable St. \(Resolution\)15](#)[120 Mable Street \(executed\)15](#)[E. 7th St. 34-1004-2 \(Resolution\)17](#)[134 E. 7th St. \(Resolution\)20](#)[E.7th Street \(executed\)20](#)[1706 James St. \(Resolution\)21](#)[1706 James Street \(executed\)21](#)

VI.-4 [2011-0367](#)

Adopt a resolution declaring certain vehicles and equipment as surplus; authorize the sale of said vehicles and equipment at auction, and the removal of said vehicles and equipment from the inventory of Public Works Department, Water Department, Parks & Recreation Department.(See Attached List)

Attachments: [Memo to Mayor and City Council](#)
[Resol. 2011-208 surplus.Public Works, Parks & Rec](#)
[executed Resol. 2011-208 surplus.Public Works, Parks & Rec](#)

VI.-5 [2011-0396](#)

Adopt a Resolution amending the guidelines for tax exemptions in a Historic Preservation District and the Central Business District.

Attachments: [RES 2011-209 Downtown-Preservation District Exemptions Amended 12 20 11](#)
[executed RES 2011-209 Downtown-Preservation District Exemptions Amended](#)

VI.-6 [2011-0397](#)

Adopt a Resolution declaring the intention of the City to provide certain infrastructure improvements to publicly owned property in the Central Business District.

Attachments: [RESOLUTION 2011-210 Intent Resolution.12.20.11](#)
[executed RESOLUTION 2011-210 Intent Resolution.12.20.11](#)

VI.-7 [2011-0355](#)

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Mississippi Power to provide primary electric power to newly developed areas of Tatum Park.

Attachments: [Tatum Park Soccer Baseball MS Power Primary](#)
[executed Tatum Park Soccer Baseball MS Power Primary](#)

VI.-8 [2011-0377](#)

Authorize Mayor to execute Supplemental Agreement No. 1 for the East 592 Program Sewer Rehabilitation, Contract No. 3.

Attachments: [592 Prog. Suppl Agree #1](#)
[executed 592 Prog. Suppl Agree #1](#)

VI.-9 [2011-0383](#)

Authorize Mayor to Execute Contract and Agreement for Legal Services for the Martin Luther King Expansion Project between the City of Hattiesburg and Pittman, Howdeshell, Hinton & Hightower, PLLC.

Attachments: [MLK P,H,H,&H Legal Serv Contract](#)
[executed MLK P,H,H,&H Legal Serv Contract](#)

VI.-10 [2011-0375](#)

Approve and authorize Mayor to execute in triplicate a Housing Rehabilitation Grant to George Perry of 188 Old Airport Road - relocated to Annie Christie in an amount not exceed \$65,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]

Attachments: [Grant Agreement - G. Perry \(\\$25K+\) 12.12.11](#)
[executed Grant Agreement - G. Perry \(\\$25K+\) 12.12.11](#)

VI.-11 [2011-0368](#)

Approve and authorize Mayor to execute in triplicate a Blue Roof Initiative Grant to Vera Coleman of 815 Ida Avenue in an amount not exceed \$5,000. for roof replacement/repair materials.

Attachments: [Grant Agreement - Blue Roof Initiative - V. Coleman 12.12.11](#)
[executed Grant Agreement - Blue Roof Initiative - V. Coleman 12.12.11](#)

VI.-12 [2011-0378](#)

Approve Microenterprise Assistance Award to Spiritual Wings Multimedia Services of 1321 Hardy Street, Ste. A, Vanessa Bouie, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same.
{Entitlements}

Attachments: [Spiritual Wings MAP Agreement](#)
[executed Spiritual Wings MAP Agreement](#)

VI.-13 [2011-0376](#)

Approve Microenterprise Assistance Award to Anointed Hands Cleaning Services of 400 Jackson Street, Sharon Bobbett, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same. {Entitlements}

Attachments: [Anointed Hands MAP Agreement](#)
[executed Anointed Hands MAP Agreement](#)

VI.-14 [2011-0363](#)

Approve Amendment to the Subrecipient Agreement with The University of Southern Mississippi School of Social Work's Family Network Partnership (found at MB 2010-4 / 38-48 and amended at MB 2010-6/711-712) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: [2011 Amendment & Extension for USM's FNP Subrecip Agreement 2010-2011](#)
[Executed USM](#)

VI.-15 [2011-0362](#)

Approve Amendment to the Subrecipient Agreement with R3SM (found at MB 2011-2 / 267-281) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: [2011 Amendment for Extension for R3SM Basic Rehab Subrecip Agreement](#)
[Executed R3SM](#)

VI.-16 [2011-0361](#)

Approve Amendment to the Subrecipient Agreement with Hattiesburg Area Habitat for Humanity (found at MB 2011-1 / 278-293) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: [2011 Amendment for Extension for Habitat for Humanity Basic Rehab Subrecip](#)
[Executed Habitat](#)

VI.-17 [2011-0359](#)

Approve Amendment to the Subrecipient Agreement with Housing Alternatives in Hattiesburg (found at MB 2010-6 / 449-458 and amended at MB2010-6/710-711) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: [2011 Amendment for Extension for Housing Alternatives Emergency Repair Sut](#)
[Executed Housing](#)

VI.-18 [2011-0360](#)

Approve Amendment to the Subrecipient Agreement with Pinebelt Community Services (found at MB 2011-1 / 6-15) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: [2011 Amendment for Extension for Pinebelt Community Services Emergency R](#)
[Executed Pine Belt Com](#)

VI.-19 [2011-0358](#)

Approve Amendment to the Subrecipient Agreement with Carpenter's Helper (found at MB 2009-6 / 382-394 and amended at MB 2010-6/448) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: [2011 Amendment & Extension for Carpenters Helper Blue Roof Subrecip Agree](#)
[Executed Carpenter's Helper](#)

VI.-20 [2011-0347](#)

Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2011.

Attachments: [Municipal Compliance Questionnaire - 2011](#)
[Executed.compliance](#)

VII. ROUTINE AGENDA**VII.-1** [2011-0344](#)

Authorize Mayor to renew Maintenance Contract between the City of Hattiesburg and R J Young Company for maintenance on Cannon 2550 copier located in Urban Development Land Code Division in the amount of \$5496.22 for the period beginning October 28, 2011 thru October 28, 2012

Attachments: [COPIER MAINTENANCE 10.28.11](#)

VII.-2 [2011-0388](#)

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcel Nos. 2-028I-08-009.00, 2-028I-08-009.01, 2-028J-08-010.00, 2-028J-08-011.00, 2-028J-08-012.00, 2-028J-08-014.00, 2-028J-08-015.00, 2-028J-08-015.01, 2-028J-08-015.02 for the West Fourth Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000.

Attachments: [P,H,H.&H_ West 4th St Improv_ Summary of Recommended Values 12-9-11](#)

VII.-3 [2011-0384](#)

Acknowledge receipt of Warranty Deed from Bettye J. McPhail for a portion of Parcel No. 2-028I-08-310.00 for the West Fourth Street Expansion, Project No. HPP-8750-00(003); Authorize city clerk to issue manual check.

Attachments: [2-028I-08-310.0 B McPhail](#)

VII.-4 [2011-0364](#)

Acknowledge receipt of Warranty Deed from Lucille Reed for a portion of Parcel No. 2-028I-08-242.00 for West Fourth Street Expansion, Project No. HPP-8750-00 (003); and Authorize city clerk to issue manual check.

Attachments: [2-028I-08-242.00 L Reed](#)

VII.-5 [2011-0389](#)

Acknowledge receipt of amended Agreement for Recycling Processing Services between the City of Hattiesburg and Advanced Disposal Services Gulf Coast.

Attachments: [Recycling Agreement](#)

VII.-6 [2011-0386](#)

Acknowledge receipt of Nutrient Report by HRG - Hattiesburg Resource Group, LLC and approve submittal of same to the Mississippi Department of Environmental Quality.

Attachments: [Nutrient Report](#)

VII.-7 [2011-0387](#)

Adopt ADA Transition Plan for Public Right of Ways for the City of Hattiesburg and Approve submittal of same to the Mississippi Department of Transportation.

Attachments: [Transition Plan_Hattiesburg 12-13-11](#)
 [ADA Supplement_Final](#)

VII.-8 [2011-0354](#)

Acknowledge the receipt of appointment by Municipal Judge George Schmidt of Whitney Harper as Deputy Municipal Court Clerk.

Attachments: [Appt. Deputy Court Clerk](#)

VII.-9 [2011-0373](#)

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.

Attachments: [Notice to Bidders](#)
[QEC.instructions 2012](#)
[QEC Application and Checklist](#)

VII.-10 [2011-0371](#)

Approve Specifications and Authorize Publication of Advertisement for Elevator Modernization for the Pine Street Parking Garage

Attachments: [12-20-Elevator Modernization NTB & Specs.pdf](#)

VII.-11 [2011-0372](#)

Approve Specifications and Authorize Publication of Advertisement for Lettering & Graphics on Nineteen (19) New 2012 Dodge Charger Police Cars

Attachments: [12-20-HPD Lettering & Graphics for Chargers NTB & Specs.pdf](#)

VII.-12 [2011-0374](#)

Approve Specifications and Authorize Publication of Advertisement for Labor to Install Equipment in Twenty (20) New 2012 Dodge Charger Police Cars

Attachments: [12-20-HPD Install Equipment in Chargers NTB & Specs.pdf](#)

VII.-13 [2011-0380](#)

Approve Specifications and Authorize Publication of Advertisement for Annual Firefighter and Hazmat Physicals for the Hattiesburg Fire Department

Attachments: [12-20-HFD Physicals NTB & Specs.pdf](#)
[Executed 12-20-HFD Physicals NTB & Specs](#)

VII.-14 [2011-0352](#)

Acknowledge receipt of Privilege License Report for the month of November, 2011 from the Tax Department, as percommendation.

Attachments: [Privilege Lic for Nov 2011](#)

VII.-15 [2011-0353](#)

Acknowledge Proofs of Publication for the month of November, 2011.

Attachments: [Proof of Publication 12-20-11](#)

VII.-16 [2011-0382](#)

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

Attachments: [MEMORANDUM-Manual Checks-HOME](#)
[HOME Manual Check Supporting Docs](#)

VII.-17 [2011-0394](#)

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

Attachments: [MEMORANDUM-Manual Checks-CDBG](#)
[CDBG Manual Check Supporting Docs](#)
[CDBG Manual Check Supporting Docs #2](#)
[PinebeltEmer.Invoices](#)

VII.-18 **2011-0393**

Approve Claims Docket for the period ending December 16, 2011.

Attachments: Claims Docket, 12-20-11

VIII. Adjournment



City of Hattiesburg, MS

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

Master

File Number: 2011-0392

File ID: 2011-0392

Type: Regular Agenda Item

Status: Tabled

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 12/14/2011

Brief Title: Ordinance establishing rules & regulations for nightclubs

Final Action:

Minute Book Number: MB2011-6/209

Title:

Adopt an Ordinance establishing rules and regulations for nightclubs and amend Chapter 3 of Code of Ordinances

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: Ord. Nightclubs

Enactment Number:

Contact: Charles Lawrence

Meeting Date: 12/20/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/14/2011	Eddie Myers	Approve	12/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1 City Council 12/20/2011 Table Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to TABLE to Adopt an Ordinance establishing rules and regulations for nightclubs and amend Chapter 3 of Code of Ordinances.

Council member Delgado stated that the item needs more scrutiny from businesses that might be impacted by the ordinance. She also said that the City needs a plan to enforce policy, not just [additional] rules and regulations.

Council member Naylor said that he has received calls regarding the proposed ordinance, particularly with regard to occupancy. He expressed concern with how fast the [approval process] was going.

Council President Bradley stated that there also is a problem with noise, not just crime; he noted that the noise ordinance is not being enforced.

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

Yeas: 4 - Bradley, Delgado, Ware and Naylor

Absent: 1 - Carroll

Yea: 4 President Bradley
Council Member Delgado
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2011-0392

Title

Adopt an Ordinance establishing rules and regulations for nightclubs and amend Chapter 3 of Code of Ordinances

Summary

Ordinance establishing rules and regulations for nightclubs

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish one(1) time in Hattiesburg American

ORDINANCE NO.
OF THE
CITY OF HATTIESBURG, MISSISSIPPI, TO
ADOPT AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR
NIGHTCLUBS AND AMEND CHAPTER 3 OF CODE OF ORDINANCES

Whereas, it is the desire of the City of Hattiesburg to protect public life, health and welfare and to promote the health, safety, morals and general welfare of the community by the adoption of this ordinance; and

Whereas, the City Council; finds that some nightclubs within the City contribute to littering, public intoxication, noise, disorderly conduct, assaults and similar problems connected with routine congregation of persons around such nightclubs, especially those nightclubs which are managed without adequate attention to these problems; and

Whereas, on numerous occasions, the impact of these nightclubs has been more significant when the establishment hosts a nightclub entertainment promoter for a special event, performance, or the like, or when the nightclub fails to alert law enforcement to criminal conduct occurring at the nightclub; and

Whereas, some nightclubs are located in older buildings which are not in compliance with current building and/or fire code requirements, causing a safety hazard for the occupants of said buildings.

Be It Ordained by the City Council that the Code of Ordinances of the City of Hattiesburg be amended as follows:

Section 1. Article I. Definitions

For purposes of this ordinance, the following definitions shall apply:

Nightclub: Any establishment, including but not limited to, lounges, taverns, bars, dance halls, community centers, recreation centers, convention centers, multi-purpose centers, and any other establishment that serves alcohol and/or beer and provides entertainment activities through any of the following: amplified music, whether live or programmed, dancing, table games, and/or video games. The definition also includes restaurant/ bar establishments that provide entertainment as described above during any portion of its operation. Any other establishment that only occasionally hosts the above-described activities shall be subject to the provisions of this ordinance while hosting such activities.

Nightclub Entertainment Promoter: Any individual, partnership, corporation, or other entity or agent promoting any venue, performing artists, advertising services, or similar activities by contracting with a nightclub not owned and operated by the promoter.

Nightclub Owner: The person(s) whose name(s) appear as the applicant(s) on the privilege license on file with the City of Hattiesburg. In cases where establishments are exempt from privilege license requirements, such as governmental and non-profit organizations, said establishments must obtain a permit from the land development code division of the City prior to hosting a nightclub event as described above. Said permit shall declare the names, physical addresses and phone numbers of responsible parties that will be regarded as the nightclub owners.

Regulating Authority: The official, officer or entity charged with regulating the provisions of this ordinance, including but not limited to, the police chief or his/her designee, the fire official, building official and the land development code administrator.

Approved: Approved by the appropriate regulating authority.

Section 2. Article II. Applicability, Intent and Interpretation

This ordinance shall apply to all nightclubs as defined in Article I; including existing nightclubs as well as any that make application subsequent to the adoption of this ordinance. Except that this ordinance shall not apply to functions hosted or sponsored by a governmental entity or its agents acting on behalf of said entity or any charitable organization that has exempt status as established by the Internal Revenue Service.

The intent of this ordinance is to promote public safety and welfare by regulating nightclub security, alcohol policies, loitering, littering, noise, overcrowding, parking and other criteria that effect public safety and welfare.

If any portion of this ordinance is ambiguous, the appropriate regulating authority, as defined in Article I, shall render interpretations of the ordinance based on the intent. Any party in disagreement with the interpretation of a regulating authority may file a written appeal to the nightclub regulations committee described in Article III. Upon receipt of said written appeal, the nightclub regulations committee shall schedule a meeting with the appellant within thirty calendar days to hear testimony from both sides and to render a decision as outlined in Article III. The interpretation of the regulating authority shall stand during the appeals process.

Section 3. Article III. Nightclub Regulations Committee

There is hereby established a Nightclub Regulations Committee composed of the following members: The police chief or his/her designee, the fire official as defined by the International Fire Code, the land development code administrator, the City attorney and one member from the City's administrative staff appointed by the Mayor.

The committee shall meet on an "as needed" basis. A three-fifths majority present at a meeting shall constitute a quorum. The committee shall elect a president, vice president and secretary. The president shall preside at meetings. In the absence of the president, the vice president shall preside. In the absence of the president and vice president, the secretary shall preside. The presiding officer shall conduct meetings in accordance with Robert's Rules of Order. The committee shall have the following duties and authority:

1. To render interpretations of this ordinance when an interpretation of a regulating authority is challenged as outline in Article II.
2. Authority to suspend or revoke the license, by the procedure described in the paragraph below, of any nightclub found guilty of any three of the same or separate violations during a twelve month period of any City, State or Federal regulations, including but not limited to, the regulations contained in this ordinance. This authority shall not affect the authority of any other officer or entity to exercise a legal right to close a nightclub.
3. To make rules for conducting the business of the committee.
4. To make recommendations to the City Administration and/or City Council for amendments to codes and ordinances regulating nightclubs.

Members of the committee shall report violations to the secretary. The secretary shall keep an accounting of reported violations and report to the other members of the committee when a nightclub accumulates three violations. For purposes of this article, a guilty verdict rendered by any local, state or federal court shall constitute a violation. Any member of the committee may ask for a meeting of the committee to determine what, if any, action should be taken relative to a nightclub that has been found guilty of any three violations.

The committee shall give written notice of a meeting to the subject nightclub owner(s) at least ten calendar days in advance of the meeting by registered mail sent to the address of the nightclub. The nightclub owner(s) shall have the right to appear and give testimony at said meeting.

Action by the committee shall be decided by a majority vote of the members present at said meeting. The committee shall give written notice of said action to the nightclub owner(s) by registered mail sent to the address of the nightclub.

The nightclub owner(s) may appeal the decision of the committee by filing a written appeal with the City Council within ten calendar days following the postmark date on the notice from the committee.

Members of the committee shall not be held personally liable, either individually or as a group, for any action taken by the committee while acting in good faith on behalf of the City.

Section 4. Article IV. Security

Nightclubs shall provide a minimum of one security guard for each seventy-five occupants present in the nightclub, plus a minimum of two security guards in each parking lot. At least two security guards shall remain on site for at least one hour after the establishment closes to ensure that no loitering, littering or other unlawful activities occur.

All security services and security guards shall comply with Article IV, Chapter 18 of the Code of Ordinances.

Failure by a security service to report unlawful activity to the Hattiesburg Police Department shall constitute sufficient cause for the suspension or revocation of that security service's permit in accordance with section 18-63 of the Code of Ordinances.

Security guards shall utilize a hand wand metal detector on all persons entering the nightclub.

Restaurant/ bar establishments may apply for an exemption under the following conditions: In the case of a restaurant/bar, the owner may submit a dining seating plan for approval by the Nightclub Regulations Committee. If approved, the seating plan must be posted in the establishment along with the occupant load certificate and the tables and chairs must be in place according to the plan during all hours of restaurant operation. The establishment may be exempt from the security guard requirement, if approved by the nightclub regulations committee, during hours of operation primarily as a restaurant.

Security Cameras: Recordable security cameras shall be located inside nightclubs and in parking lots, including offsite parking that is under lease or where any agreement exist, either oral or written, for its use, in all areas except those areas that would constitute an invasion of privacy, such as rest rooms and dressing rooms. At least one security camera shall monitor every entrance and exit.

Cameras and recordings shall be maintained in good working order. The nightclub owner shall maintain the recordings in good order for no less than forty-five calendar days from the date of recording.

The cameras and the recordings shall be made available for inspection by the police and/ or the fire departments. If the police or fire department determines that additional cameras are needed, the owner shall install said additional cameras within fourteen calendar days from the date of notice.

All security cameras are subject to inspection at any time by the City of Hattiesburg.

Section 5. Article V. Age Restrictions

Anyone entering a nightclub must be at least eighteen years of age. Anyone between the ages of eighteen and twenty-one shall be wearing a non-removable, easily identifiable armband. The nightclub owner shall be responsible for verifying the age of all occupants.

Restaurant/ bar establishments may apply for an exemption under the following conditions: In the case of a restaurant/bar, the owner may submit a dining seating plan for approval by the Nightclub Regulations Committee. The approved seating plan must be posted in the establishment along with the occupant load certificate and the tables and chairs must be in place according to the plan during all hours of restaurant operation. Patrons under the age of eighteen shall be limited to the restaurant portion of the establishment, along with common spaces such as rest rooms, and must be dining in at the time of occupancy.

Section 6. Article VI. Location and Hours of Operation

In addition to the location requirements for nightclubs in the City Land Development Code, nightclubs shall not be located within twenty five hundred feet of any residentially zoned property. The distance shall be measured in a straight line in any direction from nearest points on property lines to each other.

This regulation shall not apply to commercial or industrial zoned properties that allow residential uses.

Legally existing nightclubs that are in violation of the location restrictions at the time of adoption of this ordinance may continue, but if closed for any reason, may not reopen in the same location.

Hours of operation shall be regulated by Chapter 3, Article I, Section 3-5 of the Code of Ordinances.

Section 7. VII. Noise

Nightclubs shall be subject to all noise ordinance regulations, including the permit requirements for amplifying devices in accordance with Section 15.4.1 of the Code of Ordinances.

Section 8. VIII. Weapons and Other Dangerous Paraphernalia

Nightclub owner(s) shall be responsible to ensure that no guns, knives, brass knuckles, or other paraphernalia that may be used as weapons are brought into the nightclub except by security guards duly licensed and authorized to carry said weapons. Hand wand metal detectors shall be utilized on all persons entering the club.

Pyrotechnics shall be prohibited and nightclub owners are responsible to ensure that no fire hazardous materials are used in nightclubs.

Section 9. VIX. Overcrowding

Every nightclub shall post an occupant load certificate as required by the currently adopted building code of the City of Hattiesburg. The building official and/or fire official may also require a seating, dining or other layout of the floor area to be posted along with the occupant load certificate as provided for in the building code.

Occupant loads shall be calculated based on requirements of the currently adopted building code, fire code, land development code and parking requirements in Article X of this ordinance.

Existing nightclubs with approved occupant loads in excess of current code allowances shall be brought into compliance with current code requirements within one year from the date of adoption of this ordinance. Those nightclubs that do not comply with current code requirements within one year will have their occupant loads reduced to reflect current code compliance.

If occupant loads are recalculated for any reason, such as the closure and reopening of an existing nightclub, the occupant load shall be calculated based on current code requirements.

Nightclub owners shall be responsible for ensuring that the number of occupants in the nightclub does not exceed the approved occupant load. First violations of this article shall require nightclub owners to pay a minimum fine of five hundred dollars for the first occupant in excess of the approved occupant load plus fifty dollars for each additional occupant in excess of the approved occupant load. Second offenses of this article shall require nightclub owners to pay double the fines as the first offense. Third offenses shall require nightclub owners to pay double the fines as the first offense plus be subject to suspension or revocation of license as provided for in Article III of this ordinance.

Nightclub owners shall be responsible for maintaining all required exits and exit pathways. Exits and exit pathways shall not be blocked. Exit doors shall be equipped with appropriate exit hardware as required by the building code and shall not be locked from the interior.

Section 10. Article X. Parking and Parking Lots

Provisions of this article shall supersede parking requirements of the land development code. Nightclubs shall provide one approved parking space for every two and half occupants allowed by the occupant load certificate.

Existing nightclubs in violation of this article at the time of adoption shall comply within one calendar year from adoption of this ordinance. Those nightclubs that do not comply shall be subject to a reduction in the approved occupant load as provided for in Article VIX of this ordinance.

All parking spaces shall be on site with the nightclub except that nightclubs may apply for a use permit on review by the City of Hattiesburg Planning Commission as provided for in section 89.04 of the Land development Code.

Parking layouts and parking lots are subject to the provisions of the Land Development Code and other regulations for parking. Parking lots shall be well lit and shall not contain dark spots or other security risks.

Owners shall ensure that all vehicles are parked only in approved designated parking spaces. Nothing shall interfere with ingress and egress of emergency vehicles. Owners shall ensure that patrons and/or employees do not park in the street, in fire lanes or on surrounding properties unless approved in accordance with section 89.04 of the Land Development Code.

Parking lot security shall be provided in accordance with Article IV of this ordinance.

Section 11. Article XI. Loitering, Littering and Nuisance Activity

Nightclub owners shall be responsible for prohibiting loitering outside the nightclub and/or at nearby properties by the nightclubs patrons.

Nightclub owners shall remove all litter from the nightclub site and from nearby properties by 7:30 AM every morning. Nightclub owners shall be responsible for obtaining permission from property owners to enter the property and remove said litter. Nightclub owners shall be responsible for ensuring that patrons do not create a nuisance to nearby property owners and/or residential areas by littering, loitering, vandalizing, making loud noise or other activity. Nearby property owners aggrieved by the activities of a nightclub or its patrons may file a written complaint, fully describing the nature of the nuisance, with the police department.

The police department shall issue citations to the nightclub owners citing this article as the violation. Both the nightclub owner and the complainant shall appear in municipal court to present testimony to the municipal court judge. The judge shall render a verdict after hearing testimony of both parties. If found guilty, the nightclub owner shall be subject to fines and/or imprisonment as required by law for misdemeanor offenses and shall be subject to suspension or revocation of license as provided for in Article III, item 2 of this ordinance.

Section 12. Article XII. Promotions and Special Events

Nightclub owners shall be responsible for all activities that occur while the nightclub is in the control of, leased by or otherwise contracted with a nightclub entertainment promoter, as defined in Article I of this ordinance.

Promotions that offer free or reduced price, except "two for one" alcohol or beer shall be prohibited after 9:00 PM.

Section 13. Article XIII. Violations and Penalties

A violation of any provision of this ordinance shall be a misdemeanor. Unless otherwise provided for in this ordinance, each violation shall subject the defendant to a mandatory minimum fine of not less than five hundred dollars (\$500), and/or not more than ninety days in jail or both.

Violations resulting from overcrowding shall be charged as separate violations for the number of each person over the occupant load limit and shall subject the defendant to the mandatory minimum fine for each individual violation. Refer to Section VIX of this ordinance for overcrowding fines.

Each day that a violation exists shall constitute a separate misdemeanor and shall be subject to separate penalties for every day that the violation continues.

If any court rules that any violation is considered a felony, said ruling shall supersede the penalties provided for in this ordinance.

Section 14. Article XIV. Ordinance Provisions

The omission of any specific requirement or provision from this ordinance shall not be interpreted as permitting any variation from the general meaning and intent of the ordinance as commonly inferred or interpreted and should occasion arise as to such intent or meaning, the interpretation of the governing authorities shall hold.

Should any section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so held to be unconstitutional or invalid.

Whenever any requirements of this ordinance are in conflict with the provisions of any other legally adopted rules or regulations, the most restrictive law or requirement shall govern.

Section 15. Article XV. Repeal Of Prior Ordinance

All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith shall be and the same are hereby expressly repealed.

Section 16. Article XVI. Effective Date Of Ordinance

This ordinance will become effective 30 days from the date of its passage by the City of Hattiesburg, Mississippi, City Council members.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this day
20th of December, A.D., 2011.

(SEAL)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this
the 20th day of December A.D., 2011.

ATTEST: APPROVED:

CITY CLERK MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0369

File ID: 2011-0369

Type: Regular Agenda Item

Status: In Committee

Version: 1

Reference:

In Control: Planning
Commission

Requester: Pattie Brantley

Cost:

File Created: 12/12/2011

Brief Title: Zoning Change B-2 to B-3 - 1604 South 28th Avenue

Final Action:

Minute Book Number:

Title:

APPROVE or DENY to adopt the ordinance for the petition filed by Dennis L. Pierce, owner and represented by Darian A. Pierce, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, to change the zoning classification of certain property located at 1604 South 28th Avenue (Parcel 25-1037-37 and 37A, PPIN 027164 and 43190, Ward 5) from B-2 (Neighborhood Business) District to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to DENY on December 7, 2011.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Zoning Change B-2 to B-3 - 1604 South 28th
Avenue, Ordinance South 28th Avenue

Enactment Number:

Contact:

Meeting Date:

Drafter: Anita Bratcher

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/12/2011	Lisa Reid	Approve	12/14/2011
1	2	12/13/2011	Pattie Brantley	Approve	12/14/2011
1	3		Chris Carr - FYI	Notified - FYI	
1	4		Bill Rodgers - FYI	Notified - FYI	
1	5		Marilyn Schwandt - FYI	Notified - FYI	
1	6		Kermas Eaton - FYI	Notified - FYI	
1	7		Debbie Bernardo - FYI	Notified - FYI	
1	8		Connie Everett - FYI	Notified - FYI	
1	9		Verlina Underwood - FYI	Notified - FYI	
1	10		Michael Pope - FYI	Notified - FYI	
1	11	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Remand	Planning Commission			Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to remand to the Planning Commission to APPROVE or DENY to adopt the ordinance for the petition filed by Dennis L. Pierce, owner and represented by Darian A. Pierce, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, to change the zoning classification of certain property located at 1604 South 28th Avenue (Parcel 25-1037-37 and 37A, PPIN 027164 and 43190, Ward 5) from B-2 (Neighborhood Business) District to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to DENY on December 7, 2011. There being no discussion, the Motion received the affirmative vote of the Council as follows: Yeas: 4 - Bradley, Delgado, Ware and Naylor Absent: 1 - Carroll Yea: 4 President Bradley Council Member Delgado Vice President Ware Council Member Naylor TEL-No Vote: 0							

Text of Legislative File 2011-0369

Title

APPROVE or DENY to adopt the ordinance for the petition filed by Dennis L. Pierce, owner and represented by Darian A. Pierce, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, to change the zoning classification of certain property located at 1604 South 28th Avenue (Parcel 25-1037-37 and 37A, PPIN 027164 and 43190, Ward 5) from B-2 (Neighborhood Business) District to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to DENY on December 7, 2011.

Summary

Zoning Change B-2 to B-3 - 1604 South 28th Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION**

December 7, 2011

The Hattiesburg Planning Commission did meet in a regular session on December 7, 2011 at 1:12 p.m. at the Cultural Center, 722 North Main Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Robin Roberts (entered late)
Annie Pope
Judy Corts
Don McCleskey
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Jessie Wilson

Commissioners Absent: Marjorie Chambers

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Anita Bratcher, Office Assistant/Rec. Secretary

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

Invocation: Richard Conville

AGENDA REVIEW

There came the matter of the Agenda for the December 7, 2011 meeting. Chairman Conville informed the Commissioners that the Other Business item to subdivide a lot filed by Land Management, LLC was withdrawn at request of petitioner. The agenda was approved as amended.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Annie Pope
Judy Corts
Don McCleskey
Joseph White
Linda McMurtrey
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the November 2, 2011 minutes. A motion was made to approve the minutes as presented.

Motion made by: Joseph White

Motion seconded by: Annie Pope

Commissioners voting aye: Annie Pope
Judy Corts
Don McCleskey
Joseph White
Linda McMurtrey
Jessie Wilson

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. Land Code Administrator Bill Rodgers presented the report to the committee.

	November 2011	
New Construction:		Dollar Amount
Apartment	0	-0-
Commercial	2	\$2,200,000
Residential	2	\$539,000
Remodel/Repairs:		
Apartments	1	\$3,220
Commercial	18	\$2,615,613
Residential	21	\$173,222
Historic Commercial	0	-0-
Historic Residential	10	\$92,815
Mercury Tests:		
Commercial	2	\$200
Residential	25	\$2,400

PLANNING REPORT

There came the matter of the Planning Report. Ms. Reid reviewed the written report, in the Commissioners packets, of the City Council decisions from the meeting on November 22, 2011 (for October 5 and November 2 HPC Meeting Items). Ms. Brantley introduced guest speaker, Connie Cooper, the consultant for the Midtown Project. Ms. Cooper provided a brief overview of the Master Plan for the Midtown Project.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. Chairman Conville reported that the 2012 Officer Nominating Committee members would be Judy Corts, chair; Marjorie Chambers; and Robin Roberts. They will serve and bring forth a slate of recommended officers for the calendar year of 2012 to the Commission at the January meeting. He also discussed the role of

the Planning Commission. A written report was submitted (See Attachment A).

PUBLIC HEARING

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

There came the matter of Item A, the petition filed by Dennis L. Pierce, owner, and represented by Darian A. Pierce, to change the zoning classification of certain property located at 1604 South 28th Avenue (Parcel 25-1037-37 and 37A; PPIN's 027164 and 43190; Ward 5) from B-2 (Neighborhood Business) District to B-3 (Community Business) District. Discussion began at 1:26 p.m.

Commissioner Roberts entered the meeting toward the end of discussion.

	Name	Address	City/State
<u>Presented by:</u>	Darian A. Pierce	23 Liberty Place	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed at 1:45 p.m. and the Business Meeting open to vote on the request.

Motion made by: Jessie Wilson

Motion seconded by: Don McCleskey

Commissioners voting aye: Annie Pope
Don McCleskey
Jessie Wilson

Commissioners voting nay: Judy Corts
Joe White
Linda McMurtrey
Richard Conville

Commissioners abstaining: Robin Roberts

Commissioner Roberts abstained due to missing the presentation and discussion of Item A.

Comments Written on Ballots:

1. Commissioner Corts stated on her ballot: I am in favor of the announced use, not other B-3 possibilities.
2. Commissioner McMurtrey stated on her ballot: Spot Zoning; did not meet criteria for change; and does not fit with Future Land Use Map – seen as lower intensity than found in B-3.
3. Chairman Conville stated on his ballot: No need for B-3 along S. 28th.

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

PLANNING COMMISSION

December 7, 2011

ITEM A

PROPERTY ADDRESS:
1604 South 28th Avenue

PETITIONER:

Dennis L. Pierce, owner and represented by Darian A. Pierce

PARCEL NUMBER: 25-1037-37 and 37A

PPIN: 027164 and 43190

WARD: 5

REQUEST: Zone Change from B-2 to B-3

SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

Other: N/A

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:

See attached map with detailed history of area

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 11-11-259. Last reviewed by SPRC on 11/18/2011. See minutes on page A-1.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A



PLANNING COMMISSION

December 7, 2011

ITEM A

PROPERTY ADDRESS:

1604 South 28th Avenue

PARCEL NUMBER: 25-1037-37 and 37A

PPIN: 027164 and 43190

REQUEST: Zone Change from B-2 to B-3

THIS MAP IS TO IDENTIFY LOCATION OF
PREVIOUS PLANNING COMMISSION OR BOA ACTION ON
SUBJECT AND SURROUNDING PROPERTIES
OUTLINED IN LEGEND BELOW

Subject Property Previous Actions:

- Council APPROVED a zoning change on September 4, 1984 (prior to current zoning codes/maps), Ord. 2163, from R-1 (Single-Family Residential-10,000 sq. ft.) to C-1 (Neighborhood Commercial) filed by Harold Cubley on behalf of Miriam Collier.
- Council APPROVED a zoning change on February 7, 2001, Ord. 2747, from B-1 (Professional Business) to B-2 (Neighborhood Business) filed by The United Methodist Hours, Inc.
- Council APPROVED with stipulations a Use Permit on Review for a Restaurant (Jodie's) on April 4, 2001 filed by The United Methodist Hours, Inc.
- Council APPROVED a Use Permit on Review for a Tearoom (Simply Teavine) on March 7, 2007 filed by Dean Smith.

Legend of Actions on surrounding properties (see corresponding number on map below):

1. Council APPROVED a zoning change for 1600 and 1602 S. 28th Ave. on May 29, 1983 (prior to current zoning codes/maps), Ord. 2114, from R-1 (Single-Family Residential-10,000 sq. ft.) to R-5 (Multi-Family Residential) filed by Robert Jackson on behalf of Customer Services Corporation.
2. Council APPROVED a zoning change for 1606 S. 28th Ave. on October 20, 1998, Ord. 2666, from B-1 (Professional Business) to B-2 (Neighborhood Business); and Council APPROVED a sign variance on November 6, 2001 for this address, both applications filed by Peggy Thornhill.
3. Council DENIED a zoning change for 1623 S. 28th Ave. on October 18, 2005, from B-1 (Professional Business) to B-2 (Neighborhood Business) filed by Virginia Tatum, represented by Holly Buckner and Mary Hannah Hudson.
4. Council APPROVED a zoning change for undeveloped portion of 2701 McInnis Loop on August 22, 2006, Ord. 2923, from R-3 (Multi-Family Residential) to B-2 (Neighborhood Business) filed by TDG Investments, LLC, represented by Marc Broome, Engineer.
5. Council APPROVED a zoning change for undeveloped property on McInnis Loop on September 21, 1993, Ord. 2460 and 2461, from R-3 (Multi-Family Residential) to B-2 (Neighborhood Business) filed by Rudolph and Dorothy Nicholas and Wesley Breland (at this time property was 2 separate parcels with different owners, property has since been combined into a single parcel).



STAFF SUMMARY

PROPERTY ADDRESS:

1604 South 28th Avenue

ZONING:

B-2 (Neighborhood Business) District

REQUESTED ACTION:

- ⇒ Allow a zoning classification change from B-2 to B-3
- ⇒ To revert to original restaurant use

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 59 (B-2 -Neighborhood Business)
- Article 4, Section 60 (B-3 -Community Business)

ADJACENT ZONING AND LAND USES:

NORTH: R-3 (Multi-Family Residential) District; developed parcels; offices and warehouse storage

SOUTH: B-2 (Neighborhood Business) District; developed parcel; hair salon

EAST: B-2 (Neighborhood Business) District; developed parcels; mini warehouse and storage

WEST: B-1 (Professional Business) District; developed parcel; offices

FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as Neighborhood Business District. These areas provide locations for 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.

PHYSICAL SITE CHARACTERISTICS:

This lot is improved with an area of approximately .7 acres.

STREETS AND TRAFFIC:

The subject property is located on South 28th Avenue, which is a two-lane, two-way public street with medium to high traffic flow.

PUBLIC UTILITIES:

Water: City
Sewer: City
Electricity: Mississippi Power

PARKING AND ACCESS:

The subject parcel will be accessed from South 28th Avenue

CHARACTER OF THE NEIGHBORHOOD:

These lots are located along the east side of South 28th Avenue and lies between Alice Drive and McInnis Loop. The surrounding property is zoned multi-family residential, professional and neighborhood business.

CRITERIA FOR AMENDMENTS:

- A. There is a mistake in the original zoning;
- B. There is a material change in the circumstances since the enactment of the ordinance; and there is a public need for the change in question, based on the Comprehensive Plan and the Comprehensive Planning Process.

Project No. 11-11-259

11/18/2011

RESUBMITTAL REQUIRED

Dennis L. Pierce

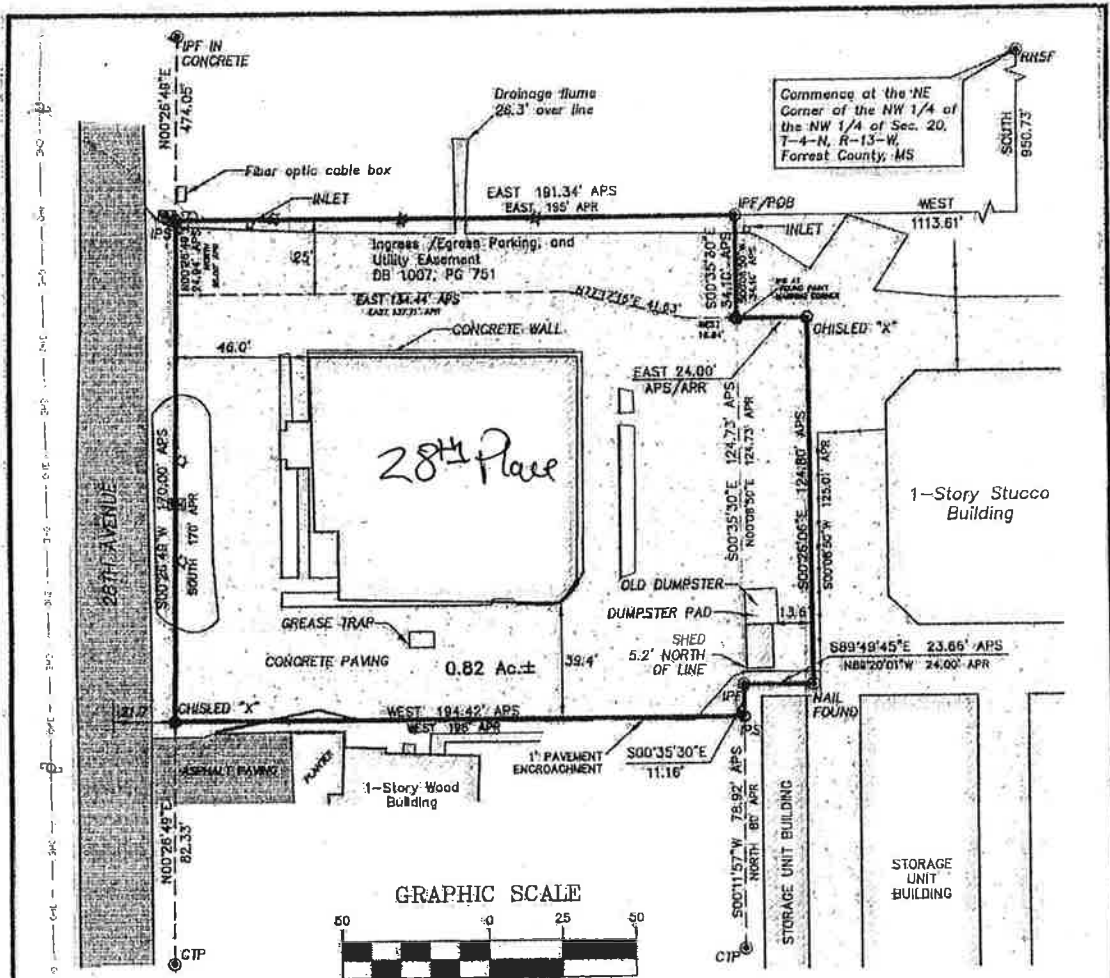
1604 S 28th Avenue

Presented by: Darian Peirce

1. Will need Zoning Change to B-3 and a Use Permit for Parking on adjacent properties to meet parking requirements

Notes:

Your Site Plan has been approved as shown. Any changes required, during construction or otherwise must be re-submitted to the Site Plan Review Committee for approval.



NOTES

1. Class "C" Survey
2. No additional record search of easements was conducted
3. All property corners are 1/2"x18" rebar unless noted otherwise
4. Orientation is based upon Geodetic North.

Legal Description

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Northeast corner of the NW 1/4 of the NW 1/4 of said Section 20; thence run South for 950.73 feet; thence run West for 1113.61 feet to and for the Point of Beginning; thence run South 00 degrees 35 minutes 30 seconds East for 34.10 feet; thence run East for 24.00 feet; thence run South 00 degrees 26 minutes 06 seconds East for 124.80 feet; thence run North 89 degrees 49 minutes 45 seconds West for 23.66 feet; thence run South 00 degrees 35 minutes 30 seconds East for 11.16 feet; thence run West for 194.42 feet to the east right-of-way of 28th Avenue; thence run North 00 degrees 26 minutes 49 seconds East along said east right-of-way for 170.00 feet; thence leaving said east right-of-way run East for 191.34 feet back to the Point of Beginning. Said parcel contains 0.82 acres more or less.

REFERENCE MATERIAL

1. DB 790, Pg. 713
2. DB 840, Pg. 144
3. DB 878, Pg. 724
4. DB 989, Pg. 719
5. DB 989, Pg. 721
6. DB 1032, Pg. 361
7. DB 1007, PG 751
8. Forrest County Tax Map

LEGEND

- MONUMENT SET
- MONUMENT FOUND
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- CTP CRIMP TOP PIPE FOUND
- RRSF RAILROAD SPIKE FOUND
- POB POINT OF BEGINNING
- A.P.S. AS PER SURVEY
- A.P.R. AS PER RECORD
- R.O.W. RIGHT-OF-WAY
- CHAINLINK FENCE
- O— OVERHEAD ELECTRIC
- ⊙ POWER POLE
- ⊙ LIGHT POST
- ⊙ WATER METER

Revised

CAD FILE: 74622031.dwg CDE PROJECT NO. 74622031

Clearpoint
Consulting Engineers, P.A.

6652 US HWY 90 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2800 • Fax (601) 261-5573

SURVEY FOR:

Part of the NW 1/4 of the NW 1/4
Section 20, T-4-N, R-13-W
Forrest County, Mississippi

SCALE: 1" = 50'

DATE OF SURVEY: 6/6/2011

CLASS OF SURVEY: C

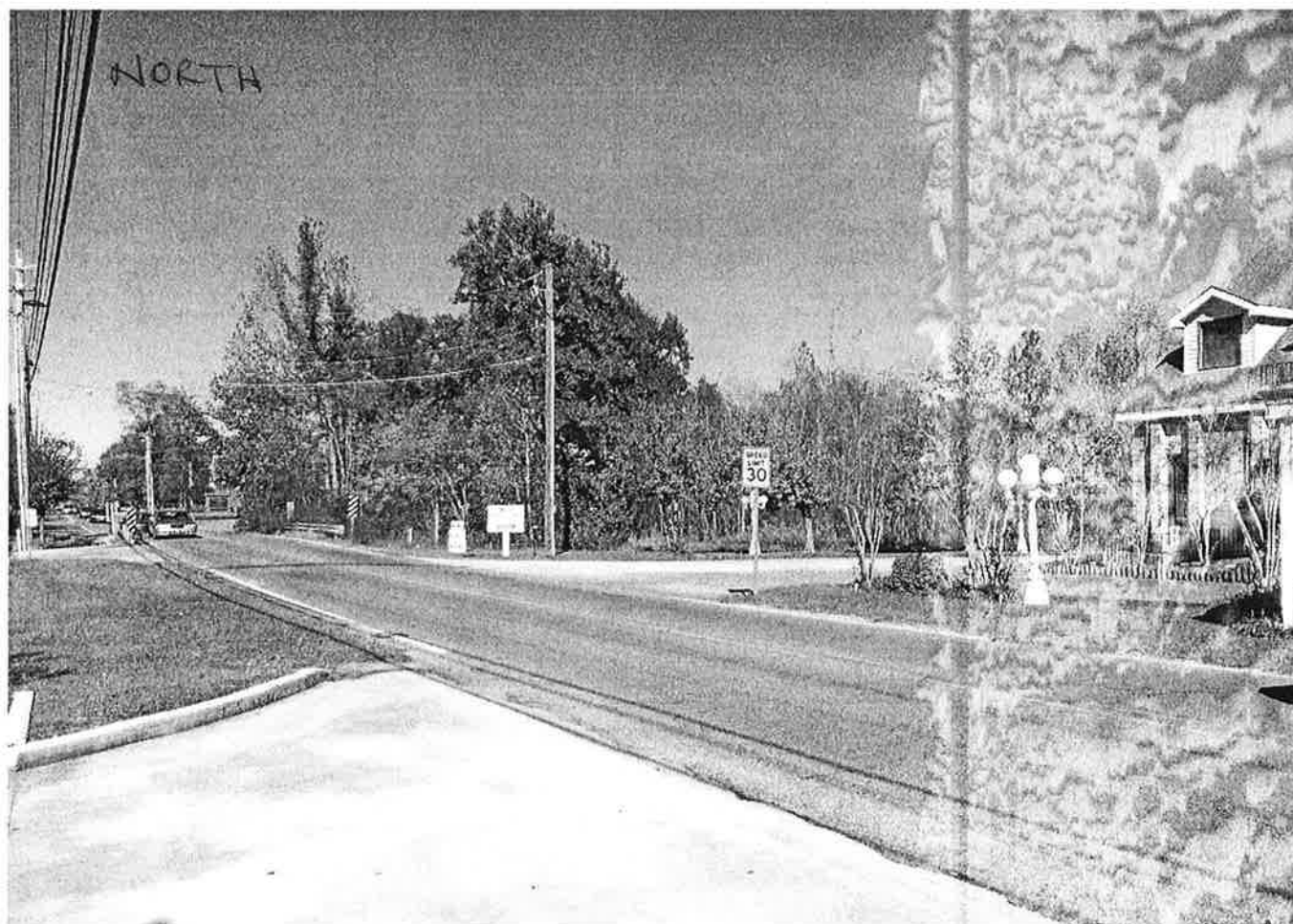
BEARINGS DETERMINED BY: GPS GEODETIC

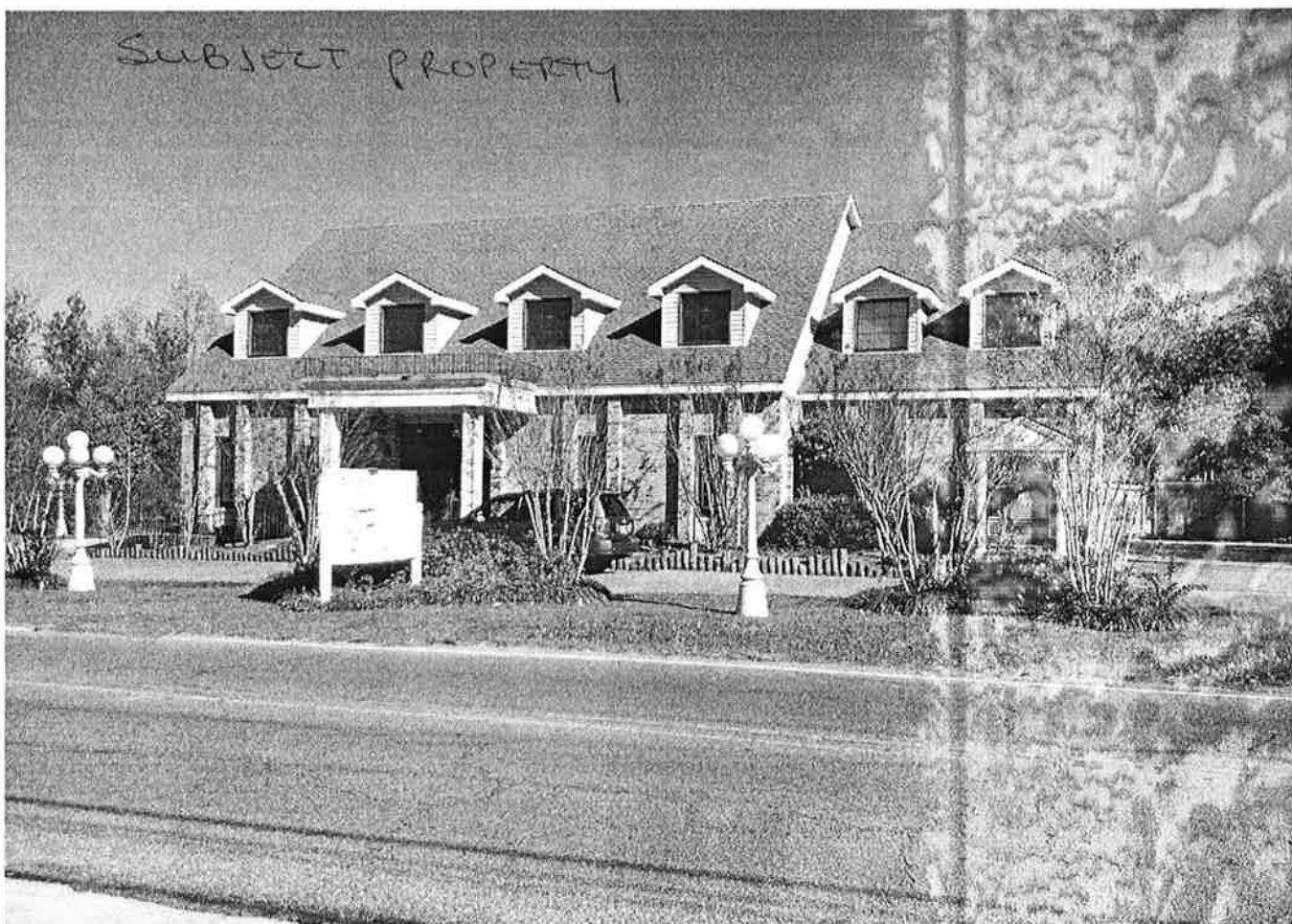
SURVEYED BY: CT/RA

DRAWN BY: RJS

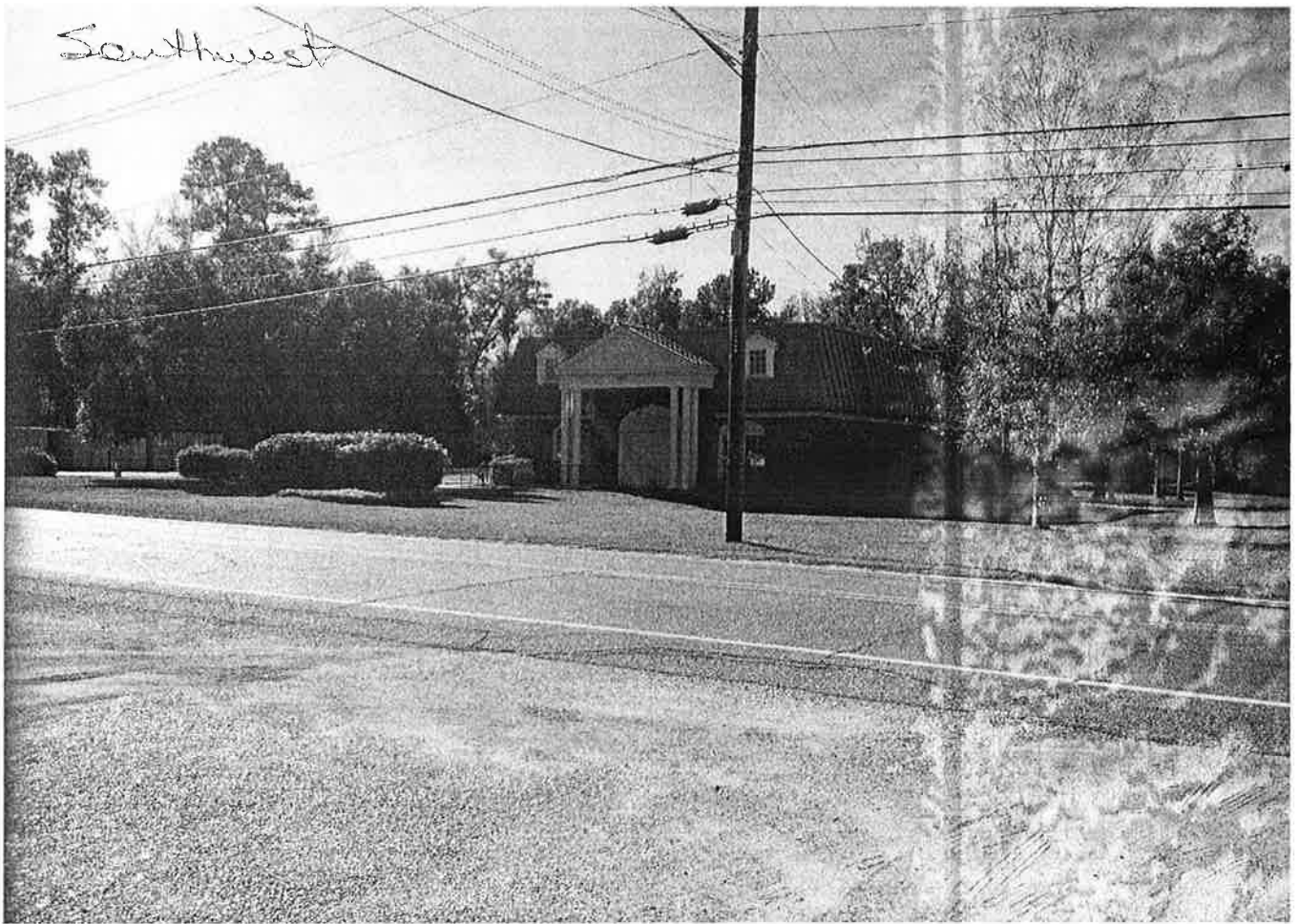


A2

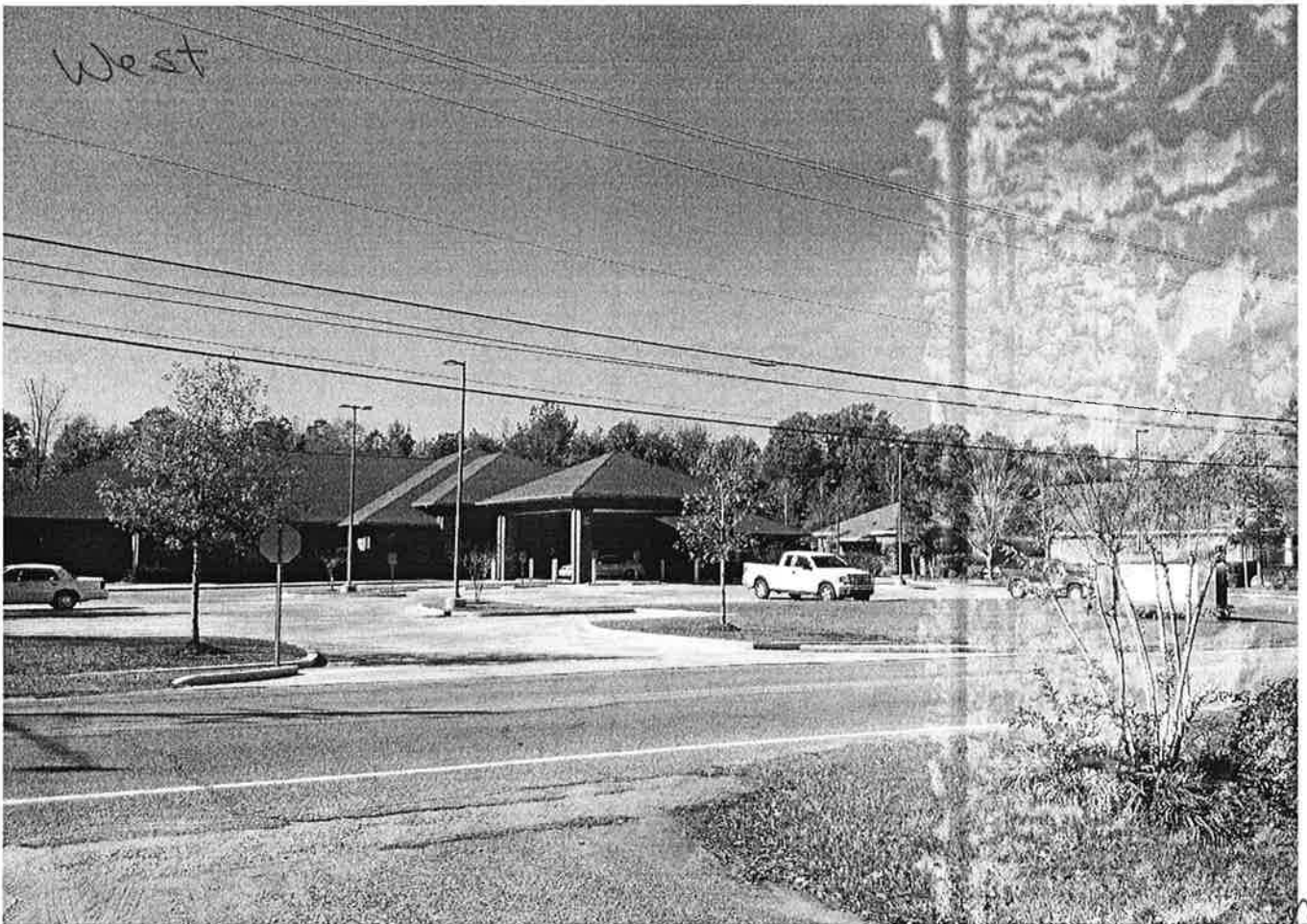


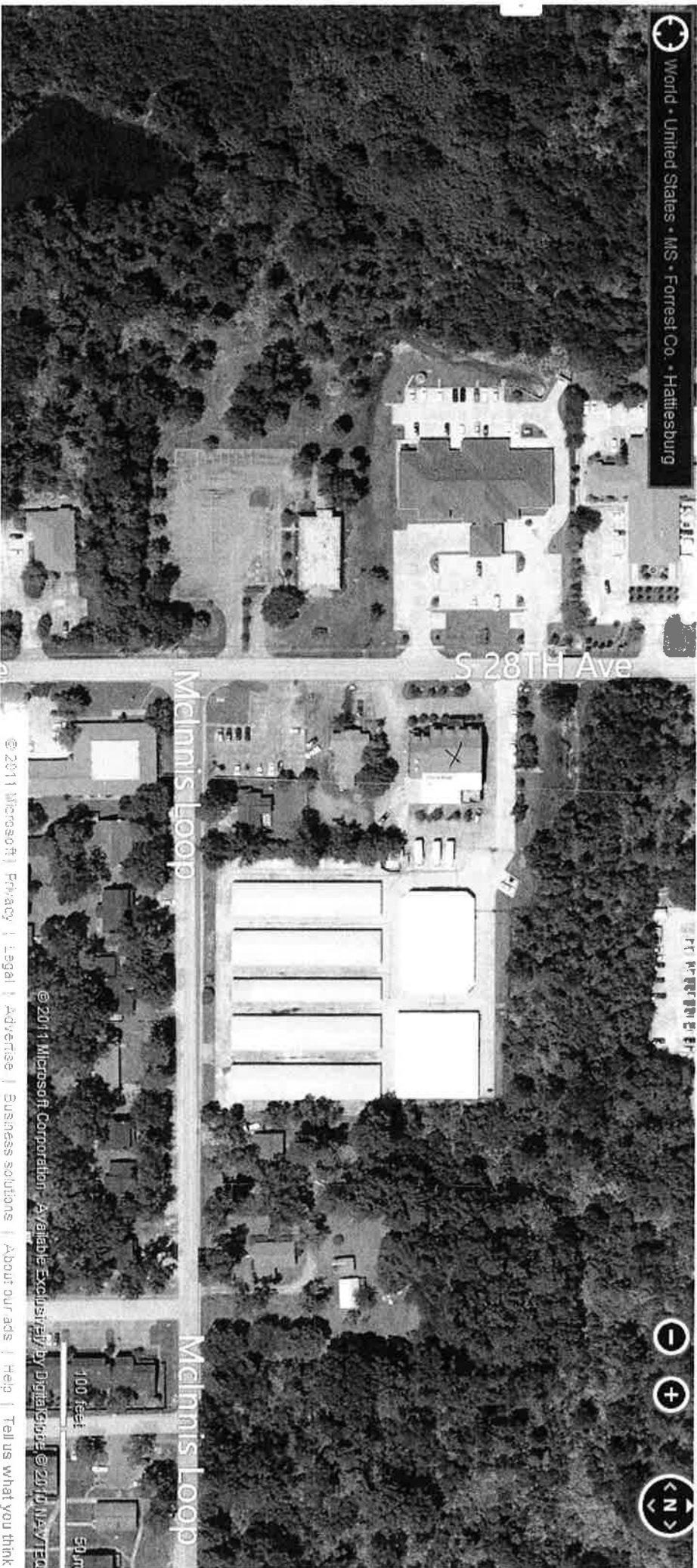


Southwest



West





World • United States • MS • Forrest Co. • Hattiesburg

S 28TH Ave

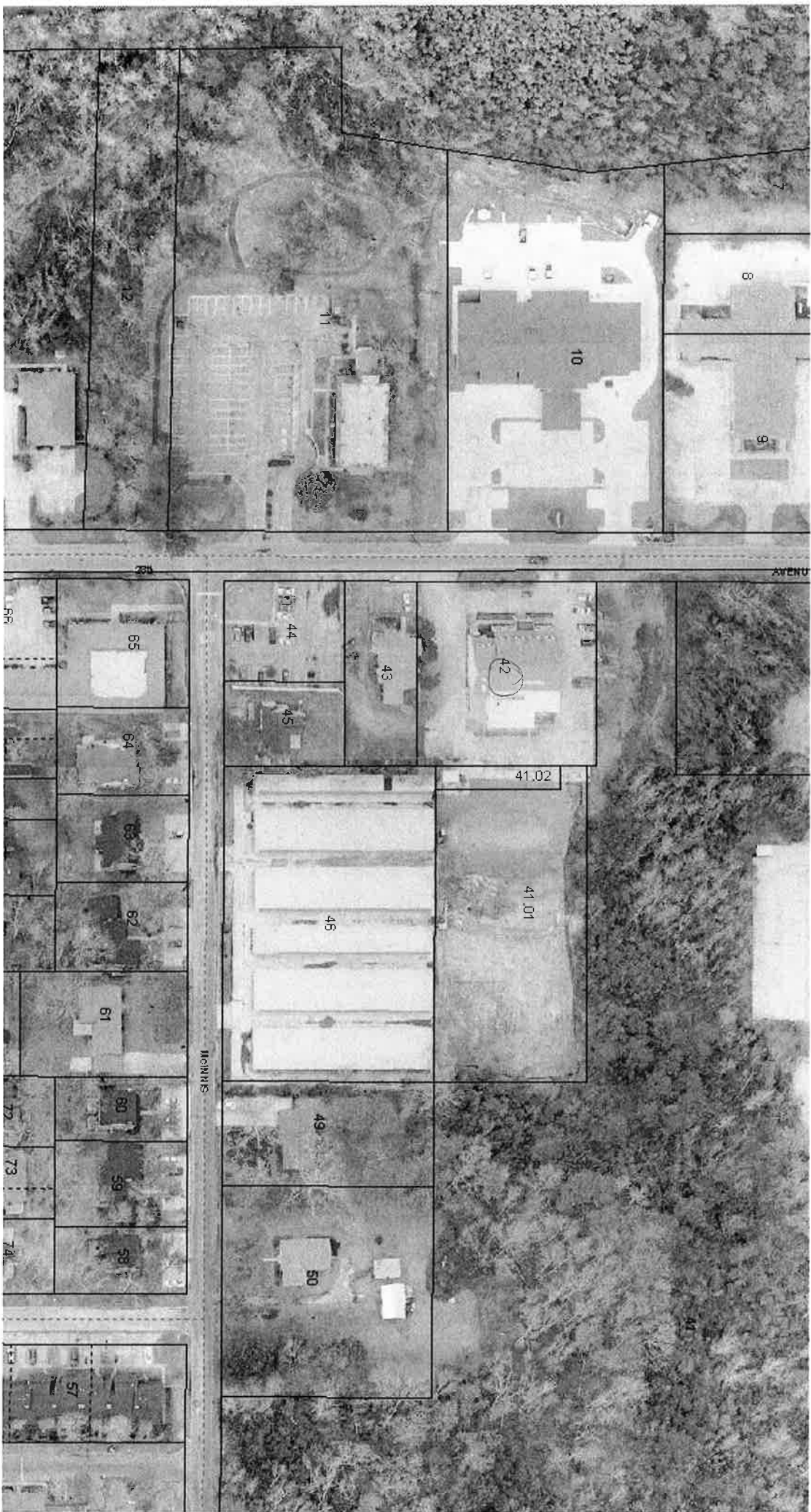
McInnis Loop

McInnis Loop

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A6



A7



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

November 16, 2011

Darion A. Pierce
23 Liberty Place
Hattiesburg, MS 39402

RE: Zoning Classification Change - 1604 South 28th Avenue (Parcel 25-1037-37, PPIN 027164, Ward 4) from B-2 (Neighborhood Business) District to B-3 (Community Business) District)

Dear Mr. Pierce:

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 December 7, 2011 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.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Darion A Pierce
23 Liberty Place
Hattiesburg, MS 39402

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Chris Stalder*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Chris Stalder

C. Date of Delivery

11-18-11

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7011 0470 0003 4892 1647

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

PS Form 3800, August 2005

property. Please be sure the sign is
hearing. After the conclusion of the

Postal Service™
REGISTERED MAIL™ RECEIPT
(Mail Only; No Insurance Coverage Provided)

For more information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Registration Fee	
Postage Fee (required)	
Registration Fee (required)	

Darion A Pierce
23 Liberty Place
Hattiesburg, MS 39402

Postmark
Here

A8

DATE: 11-8-11

**HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION
REQUEST FOR RE-ZONING**

CHANGE ZONING CLASSIFICATION FROM B-2 TO B-3

Land Development Code Article No. _____ Section _____

ADDRESS OF PROPERTY TO BE REZONED:

1604 S. 28th Avenue, 39404
Municipal Number *Street Name*

City Tax Parcel Number: 2-0393-20-042.00

PPIN Number: 027164

Paperwork needed:

- ☒ Completed application (requesting a Public Hearing before the Planning Commission)
- ☒ Warranty Deed.
- ☒ Electronic copy of legal description ONLY, saved as Word or Word Perfect document or emailed to kkettley@hattiesburgms.com
- ☒ Site Diagram.
- ☒ Filing Fee \$400.00
- ☐ LR Site Plan Review Committee, if needed.
- ☐ LR Other documents needed (See Land Use Planner).

For Additional Information:

Krishna Bhatt

Land Use Planner

Urban Development Department- Planning Division

601-545-4591

Call for an appointment.

FILED
NOV 15 2011
By EDDIE B. MYERS, CITY CLERK
Deputy Clerk

APPLICANT:

Name: Dennis L. Pierce

Mailing Address: 23 Liberty Place, Hattiesburg, MS 39402

Telephone (W) 601-264-6800 (H) N/A (C) N/A

REPRESENTED BY:

Name: Dorinda A. Pierce

Mailing Address: Same

Telephone (W) Same (H) N/A (C) N/A

CURRENT OWNER(S) OF PROPERTY TO BE REZONED:

Name: Dennis L. Pierce

Mailing Address: Same

Telephone (W) Same (H) Same (C) Same

1. This property is located on the East side of S. 28th Ave.
North/South/East/West Street Name
and lies between Missouri Loop and Alice Drive.
Street Name Street Name

2. **CHANGE ZONING CLASSIFICATION FROM B-2 TO B-3**

3. Property to be rezoned: Lot Frontage 170' feet
Lot Depth 208' feet
Square Footage/Acres .7
Improved or Unimproved? Improved
If improved, number of existing buildings? 1
Use of buildings: Residential Commercial Industrial

4. ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE:

Property to the NORTH: Zoning Classification B-3
Current use: Office & Warehouse storage
Circle: Residential Commercial Industrial Vacant

Property to the SOUTH: Zoning Classification B-2
Current use: Hair Salon
Circle: Residential Commercial Industrial Vacant

Property to the EAST: Zoning Classification B-3
Current use: mini warehouse storage buildings
Circle: Residential Commercial Industrial Vacant

Property to the WEST: Zoning Classification B-1
Current use: Office
Circle: Residential Commercial Industrial Vacant

5. BUFFER REQUIREMENTS (see Section 78 of the Land Development Code for minimum requirements) A landscaped and fenced buffer/open space along and between adjacent properties will be provided as follows:

NORTH _____
SOUTH _____
EAST _____
WEST _____

6. Is the property in a Historic or Overlay District? If yes, which district? No

7. The property is in Flood Zone: No

8. Purpose for Request for Rezoning:

To be able to use the building for the purpose
that it was built prior to 1985 & prior to
being zoned into a nonconforming use in 1989.

9. Are there any Land Use Code violations on file on this property with the City? Non knowledge
If yes, please explain _____

10. 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: (Refer to question #5. Please print or type.)

Building was zoned, after it was built as a restaurant, into a nonconforming use other than what it was used. Built in 1985, then zoned in 1989.

WITNESS THE SIGNATURES of the APPLICANT(s) of the subject property located at

1604 S. 28th Ave. Hattiesburg, MS 39404
Street Address City State

on this the 8th day of November, 2011.

Dennis L. Pierce
Applicant
Dennis L. Pierce
Applicant

STATE OF MS

COUNTY OF Lamar

Personally came and appeared before me, the within named

Dennis L. Pierce for Dennis L. Pierce

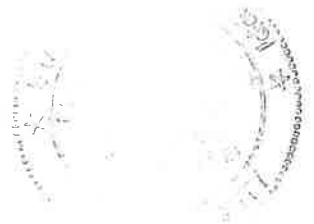
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Request For Rezoning Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of November, 2011.

Robert R. Patterson, III
NOTARY PUBLIC

My Commission Expires:

January 13, 2013



WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

1604 S. 28th Ave, Hattiesburg, MS 39404
Street Address City State

on this the 11th day of November, 20 11.

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

Darrin A. Pierce

on this the 11th day of November, 20 11.

Dennis L. Pierce
Property Owner

Property Owner

STATE OF MS

COUNTY OF Lamar

Personally came and appeared before me, the within named

Dennis L. Pierce

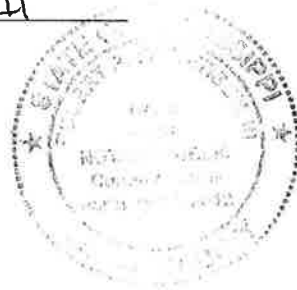
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this request for zoning application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of November, 20 11.

Robert R. Patterson, III
NOTARY PUBLIC

My Commission Expires:

January 13, 2013



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Dennis L. Pierce, owner and represented by Darian A. Pierce, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain property located at 1604 South 28th Avenue (Parcel 25-1037-37, PPIN 027164, Ward 4) from B-2 (Neighborhood Business) District to B-3 (Community Business) District, said property being more particularly described as follows, to-wit:

A parcel of land located in the NW $\frac{1}{4}$ of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at the SW Corner of the said NW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence run North 89 degrees 48 minutes 00 seconds East along the south line of the said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ for 210.00 feet; thence run North 00 degrees 28 minutes 03 seconds East for 4.55 feet to crimp top pipe found on the northern right-of-way line of McInnis Loop; thence run North 00 degrees 10 minutes 19 seconds East for 209.87 feet to an iron pin found, said point also being the Point of Beginning; thence run North 00 degrees 08 minutes 50 seconds East for 124.73 feet to an iron pin set; thence run East for 24.00 feet an iron pin set; thence run South 00 degrees 08 minutes 50 seconds West for 125.01 feet to an iron pin set; thence run North 89 degrees 20 minutes 01 seconds West for 24.00 feet back to the Point of beginning. Said parcel contains 0.07 acres, more or less.

And also

A part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi , more particularly described as beginning at the Southwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section, Township and Range and run thence North along the West line of said forty acre tract 205 feet to the Point of the Beginning and from said Point of Beginning continue thence North along the West line of said forty acre tract a distance of 170 feet; thence at right angles run East 210 feet; thence run south 170 feet to the point 205 feet North of the South line of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence at right angles run West 210 feet to the Point of Beginning; less a strip of land approximately 15 feet wide across the West said of said tract now used for a public road; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, December 7, 2011 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 14th day of November, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, November 18, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

A15

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING
ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF
CERTAIN PROPERTY LOCATED AT 1604 SOUTH 28TH AVENUE
(PARCEL 25-1037-37 AND 37A, PPIN 027164 AND 43190, WARD 5)
FROM B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO
B-3 (COMMUNITY BUSINESS) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the
Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be
and the same is hereby changed and amended. The Hattiesburg Planning Commission
recommendation to DENY said change in zoning in connection therewith so that the land described
as follows be zoned as follows:

A parcel of land located in the NW ¼ of Section 20, Township 4 North, Range 13 West,
Forrest County, Mississippi, and being more particularly described as follows:

Commence at the SW Corner of the said NW ¼ of NW ¾; thence run North 89 degrees 48
minutes 00 seconds East along the south line of the said NW ¼ of the NW ¼ for 210.00 feet;
thence run North 00 degrees 28 minutes 03 seconds East for 4.55 feet to crimp top pipe found
on the northern right-of-way line of McInnis Loop; thence run North 00 degrees 10 minutes
19 seconds East for 209.87 feet to an iron pin found, said point also being the Point of
Beginning; thence run North 00 degrees 08 minutes 50 seconds East for 124.73 feet to an iron
pin set; thence run East for 24.00 feet an iron pin set; thence run South 00 degrees 08 minutes
50 seconds West for 125.01 feet to an iron pin set; thence run North 89 degrees 20 minutes 01
seconds West for 24.00 feet back to the Point of beginning. Said parcel contains 0.07 acres,
more or less.

And also

A part of the NW ¼ of the NW ¼ of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the Southwest corner of the NW ¼ of the NW ¼ of said Section, Township and Range and run thence North along the West line of said forty acre tract 205 feet to the Point of the Beginning and from said Point of Beginning continue thence North along the West line of said forty acre tract a distance of 170 feet; thence at right angles run East 210 feet; thence run south 170 feet to the point 205 feet North of the South line of said NW ¼ of NW ¼; thence at right angles run West 210 feet to the Point of Beginning; less a strip of land approximately 15 feet wide across the West said of said tract now used for a public road; together with all improvements thereon and appurtenances thereunto belonging.

also known as lots certain property located at 1604 South 28th Avenue (Parcel 25-1037-37 and 37A, PPN 027164 and 43190, Ward 5) from B-2 (Neighborhood Business) District to B-3 (Community Business) District, filed by Dennis L. Pierce, owner.

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

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2011.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2011.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0390

File ID: 2011-0390

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Bill Rodgers

Cost:

File Created: 12/14/2011

Brief Title: Adopt Resolutions for 21 Properties OGL/T&L (1 AB/DB)

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/210

Title:

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

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Memo for Adoption of Resolutions (21 Properties) #2011-190-207, Memo Dismissal (3)-Extend 30 days (1) for 12-20-11, Dismissal of (3) Properties for 12-20-11, Cactus St. 167B-5760-6-325 (Resolution)1, Cactus Street 167B-5760-6-325 (executed) 1, Cactus St. 167B-5760-6-326 (Resolution)2, Cactus Street 167B-5760-6-326 (executed) 2, 110 Coleman Ave. (Resolution)3, 110 Coleman Avenue (executed) 3, 112 Coleman Ave. (Resolution)4, 112 Coleman Avenue (executed) 4, May Ave. 39-92-13-2 (Resolution)5, May Avenue (executed) 5, 205 May Ave. (Resolution)6, 205 May Avenue (executed) 6, 501 Ruby Ave. (Resolution)7, 501 Ruby Avenue (executed) 7, 503 Ruby Ave. (Resolution)8, 503 Ruby Avenue (executed) 8, 105 Midway Ave. (Resolution)9, 105 Midway Avenue (executed)9, 207 Rosa Ave. (Resolution)10, 207 Rosa Avenue (executed)10, 1001 Charles St. (Resolution)11, 1001 Charles Street (executed)11, 1219 McLaurin St. (Resolution)12, 1219 McLaurin Street (executed)12, 118 E. 7th St. (Resolution)13, 118 E. 7th Street (executed)13, 210 Jackson St. (Resolution)14, 210 Jackson Street (executed)14, 120 Mable St. (Resolution)15, 120 Mable Street (executed)15, E. 7th St. 34-1004-2 (Resolution)17,

Enactment Number:

134 E. 7th St. (Resolution)20, E.7th Street
(executed)20, 1706 James St. (Resolution)21, 1706
James Street (executed)21

Contact: 601-554-1028

Drafter: Chiquila Thompson

Meeting Date: 12/20/2011

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/14/2011	Sherry Liggins	Approve	12/16/2011
1	2	12/14/2011	Wiley Quinn	Approve	12/17/2011
1	3	12/14/2011	Bill Rodgers	Approve	12/17/2011
1	4	12/14/2011	Pattie Brantley	Approve	12/17/2011
1	5		Lisa Reid - FYI	Notified - FYI	
1	6		Chris Carr - FYI	Notified - FYI	
1	7		Marilyn Schwandt - FYI	Notified - FYI	
1	8		Kermas Eaton - FYI	Notified - FYI	
1	9		Debbie Bernardo - FYI	Notified - FYI	
1	10		Connie Everett - FYI	Notified - FYI	
1	11		Verlina Underwood - FYI	Notified - FYI	
1	12		Michael Pope - FYI	Notified - FYI	
1	13	12/14/2011	Eddie Myers	Approve	12/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Adopt				Pass
	Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Adopt Resolutions 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, as recorded on the Resolutions, to remove violations per the recommendations of the Code Enforcement Manager.						
	Council Vice President Ware specified that Case Numbers 16, 18 and 19 be removed, and that all resolutions are for ten days except for Case Number 9, which is for 30 days.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
		Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor				
		TEL-No Vote:	0				

Text of Legislative File 2011-0390

Title

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

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: December 12, 2011

RE: Condemnation Resolutions—December 20, 2011

I recommend a resolution be adopted giving 10 days to clear the violations as stated at the following properties, and if not the city will take action to clear the violations and charge the cost plus penalty against the same.

Case:	Address:	Parcel #:	Violation(s)	Ward(s)
1.	Cactus Street	167B-5760-6-325	OGL, T&L	5
2.	Cactus Street	167B-5760-6-326	OGL, T&L	5
3.	110 Coleman Avenue	31-600-2-7	OGL, T&L	5
4.	112 Coleman Avenue	30-600-2-6	OGL, T&L	5
5.	May Avenue	39-92-13-2	OGL, T&L	5
6.	205 May Avenue	39-92-13-3	OGL, T&L	5
7.	501 Ruby Avenue	39-12-10-28	OGL, T&L	5
8.	503 Ruby Avenue	39-12-10-30	OGL, T&L	5
9.	105 Midway Avenue	18-916-1-13	OGL, T&L	5
10.	207 Rosa Avenue	39-92-6-6	OGL, T&L	5
11.	1001 Charles Street	39-92-13-1	OGL, T&L	5

Condemnation Resolutions December 20, 2011
 December 12, 2011
 Page 2

Case:	Address:	Parcel #:	Violation(s)	Ward(s)
12.	1219 McLaurin Street	27-664-2-7	OGL, T&L	2
13.	118 E. 7 th Street	34-432-1-7	OGL, T&L	2
14.	210 Jackson Street	35-652-1-6	OGL, T&L	2
15.	120 Mable Street	28-560-7-3	OGL, T&L	2
16.	111 Columbia Street	27-664-2-3	OGL, T&L	2
17.	E. 7 th Street	34-1004-2	OGL, T&L	2
18.	130 E. 7 th Street	34-432-1-1	OGL, T&L	2
19.	132 E. 7 th Street	34-432-1-2	OGL, T&L	2
20.	134 E. 7 th Street	34-432-1-3	OGL, T&L	2

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

21.	1706 James Street	166C-5470-1-79	AB, DB, OGL, T&L	5
-----	-------------------	----------------	------------------	---

MEMORANDUM

TO: City Council

FROM: Bill Rodgers, Land Code Administrator 

DATE: December 20, 2011

RE: Public Hearing December 19, 2011

I recommend the following properties be dismissed from the Council Hearing because of the reasons listed below:

Case #:	Address:	Parcel #:	Reason:
16.	111 Columbia Street	27-664-2-3	owner resolved violations
18.	130 E. 7 th Street	34-432-1-1	wrong parcel number
19.	132 E. 7 th Street	34-432-1-2	wrong owner

I recommend the following property be given 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.

Case #:	Address:	Parcel #:	Violation(s):	Ward	Maturity Date/Days
9.	105 Midway Avenue	18-916-1-13	OGL, T&L	2	30



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: Bill Rodgers, Land Code Administrator 

DATE: December 20, 2011

RE: Public Hearing December 19, 2011

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18.	130 E. 7 th Street	34-432-1-1	wrong parcel number
19.	132 E. 7 th Street	34-432-1-2	wrong owner

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 167B-5760-6-325, Cactus Street, LOTS 1 & 2 BLK 6 W H SCRUGGS S/D B322 P308 4/69
W.H. SRUGGS SUB 2-042D-26-078.00 PREV #:4260501 Block 006 Section 26 Township 04N Range 13W.

WHEREAS, the owner of the property is: Nathan and Teatyvine Bourn

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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

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W.H. SRUGGS SUB 2-042D-26-078.00 PREV #:4260501 Block 006 Section 26 Township 04N Range 13W.

WHEREAS, the owner of the property is: Nathan and Teatyvine Bourn

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:

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

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Dulma A. Bernardo
CLERK OF COUNCIL

ADOPTED:

Fi Carroll
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

Johnny S. Davis
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

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PARCEL: 167B-5760-6-326, Cactus Street, LOTS 3 4 5 BLK 6 W H SCRUGGS S/D B322 D308 4/69
W.H. SRUGGS SUB 2-042D-26-079.00 PREV #:4260503 Block 006 Section 26 Township 04N Range 13W.

WHEREAS, the owner of the property is: Nathan and Teatyvine Bourn

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:

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

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 167B-5760-6-326, Cactus Street, LOTS 3 4 5 BLK 6 W H SCRUGGS S/D B322 D308 4/69
W.H. SRUGGS SUB 2-042D-26-079.00 PREV #:4260503 Block 006 Section 26 Township 04N Range 13W.

WHEREAS, the owner of the property is: Nathan and Teatyvine Bourn

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

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

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Eric Paulk
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

Jimmy J. Duke
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 31-600-2-7, 110 Coleman Avenue, LT 7 BLK 2 MOUNT OLIVE SUB 2-038E-16-078.00
PREV #:H0600-02-007 Block 002 Section 16 Township 04N Range 13W.

WHEREAS, the owner of the property is: Mary Stephens, Forrest County Board of Supervisors, State of Mississippi, and Hattiesburg Public School District

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 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)

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 31-600-2-7, 110 Coleman Avenue, LT 7 BLK 2 MOUNT OLIVE SUB 2-038E-16-078.00
PREV #H0600-02-007 Block 002 Section 16 Township 04N Range 13W.

WHEREAS, the owner of the property is: Mary Stephens, Forrest County Board of Supervisors, State of Mississippi, and Hattiesburg Public School District

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 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)

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

W. Carroll
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

Edith R. Payne
CITY CLERK

APPROVED:

James S. Lee
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 31-600-2-6, 112 Coleman Avenue, LT 6 BLK 2 MOUNT OLIVE SUB 2-038E-16-077.00
PREV #:HO600-02-006 Block 002 Section 16 Township 04N Range 13W.

WHEREAS, the owner of the property is: Clara Mickell, Forrest County Board of Supervisors, State of Mississippi, and Hattiesburg Public School District

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 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)

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 31-600-2-6, 112 Coleman Avenue, LT 6 BLK 2 MOUNT OLIVE SUB 2-038E-16-077.00
PREV #:HO600-02-006 Block 002 Section 16 Township 04N Range 13W.

WHEREAS, the owner of the property is: Clara Mickell, Forrest County Board of Supervisors, State of Mississippi, and Hattiesburg Public School District

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 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)

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(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 20th day of December, A.D., 2011

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-13-2, May Avenue, LT 2 BLK 13 BUSCHMAN J.H. SUB 2-038B-15-309.00 PREV #:H0092-13-002 Block 013 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: WM E. and Alexie Burkett

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-13-2, May Avenue, LT 2 BLK 13 BUSCHMAN J.H. SUB 2-038B-15-309.00 PREV #H0092-13-002 Block 013 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: WM E. and Alexie Burkett

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

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

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(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 20th day of December, A.D., 2011

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-13-3, 205 May Avenue, LT 3 BLK 13 BUSCHMAN J.H. SUB 2-038B-15-308.00
PREV #:H0092-13-003 Block 013 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Brenda Breland and Thomas Michael Breland

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-13-3, 205 May Avenue, LT 3 BLK 13 BUSCHMAN J.H. SUB 2-038B-15-308.00
PREV #:H0092-13-003 Block 013 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Brenda Breland and Thomas Michael Breland

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(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 20th day of December, A.D., 2011

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

WHEREAS, on the 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-12-10-28, 501 Ruby Avenue, PT 3 BEG 323.6FT E OF SW COR N 179FT E 70FT S 179FT W 70FT TO BEG BLK 12 ARLEDGE J.E. SUB 2-038B-15-469.00 PREV #H0012-10-028 Block 012 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Roderick and Deborah A. Woullard, and Elijah Crawford

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-12-10-28, 501 Ruby Avenue, PT 3 BEG 323.6FT E OF SW COR N 179FT E 70FT S 179FT W 70FT TO BEG BLK 12 ARLEDGE J.E. SUB 2-038B-15-469.00 PREV #:H0012-10-028 Block 012 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Roderick and Deborah A. Woullard, and Elijah Crawford

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra H. Bernards
CLERK OF COUNCIL

ADOPTED:

Jim Brack
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

John A. Myers
CITY CLERK

APPROVED:

John S. Duke
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-12-10-30, 503 Ruby Avenue, BEG 165FT W SE/COR OF LT 3N 179FT W 116FT S 179FT E 116FT TO POB BLK 12 ARLEDGE J.E. SUB 2-038B-15-470.00 PREV #-H0012-10-030 Block 012 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: P.W. and Eartha Lee Watson, and Robert Means

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-12-10-30, 503 Ruby Avenue, BEG 165FT W SE/COR OF LT 3N 179FT W 116FT S 179FT E 116FT TO POB BLK 12 ARLEDGE J.E. SUB 2-038B-15-470.00 PREV #:H0012-10-030 Block 012 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: P.W. and Eartha Lee Watson, and Robert Means

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

L. Brack
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

John R. Myers
CITY CLERK

APPROVED:

Anthony J. Brack
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 18-916-1-13, 105 Midway Avenue, LT 11 BLK 1 WAYSIDE SUB 2-024P-32-020.00 PREV #:H0916-01-013 Block 001 Section 32 Township 05N Range 13W.

WHEREAS, the owner of the property is: Dr. Wayne E. Gaddis % Rev. Wayne E. Gaddis, Levi Nixon and Louise Newsome

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 18-916-1-13, 105 Midway Avenue, LT 11 BLK 1 WAYSIDE SUB 2-024P-32-020.00 PREV #H0916-01-013 Block 001 Section 32 Township 05N Range 13W.

WHEREAS, the owner of the property is: Dr. Wayne E. Gaddis % Rev. Wayne E. Gaddis, Levi Nixon and Louise Newsome

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra H. Bessard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

~~ATTEST:~~

Edwin 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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-6-6, 207 Rosa Avenue, LT 5 BLK 6 BUSCHMAN J.H. SUB 2-038B-15-215.00
PREV #:H0092-06-006 718/360 9/94 Block 006 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Sarah Garner, and Best Properties C/O Mark Fields

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-6-6, 207 Rosa Avenue, LT 5 BLK 6 BUSCHMAN J.H. SUB 2-038B-15-215.00
PREV #:H0092-06-006 718/360 9/94 Block 006 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Sarah Garner, and Best Properties C/O Mark Fields

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 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)

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Dulce H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-13-1, 1001 Charles Street, LT 1 BLK 13 BUSCHMAN J.H. SUB 2-038B-15-310.00
PREV #:H0092-13-001 Block 013 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: WM E. and Alexie Burkett

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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 39-92-13-1, 1001 Charles Street, LT 1 BLK 13 BUSCHMAN J.H. SUB 2-038B-15-310.00
PREV #:H0092-13-001 Block 013 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: WM E. and Alexie Burkett

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 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)

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Richard Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

Edwin R. P. Myers
CITY CLERK

APPROVED:

Henry J. Suter
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 27-664-2-7, 1219 McLaurin Street, LT 7 & 8 LESS S 36FT LT 7 BLK 2 MCLAURIN & MILLER SUB 2-029F-04-265.00 PREV #:H10664-02-007 B813 P079 12/7/99 Block 002 Section 04 Township 04N Range 13W.

WHEREAS, the owner of the property is: Miss U Holdings C/O Lee Johnson, India B. Matthews, Alliance Funding, UC Holding Company, Fariss Crisler III, and Heartwood 88 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 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)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 27-664-2-7, 1219 McLaurin Street, LT 7 & 8 LESS S 36FT LT 7 BLK 2 MCLAURIN & MILLER SUB 2-029F-04-265.00 PREV #:H0664-02-007 B813 P079 12/7/99 Block 002 Section 04 Township 04N Range 13W.

WHEREAS, the owner of the property is: Miss U Holdings C/O Lee Johnson, India B. Matthews, Alliance Funding, UC Holding Company, Fariss Crisler III, and Heartwood 88 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 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)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Diana L. Burando
CLERK OF COUNCIL

ADOPTED:

D. J. Carroll
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

John R. Payne
CITY CLERK

APPROVED:

John R. Payne
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 34-432-1-7, 118 E. 7th Street, LT 4 BLK 1 B540 P560 6/84 JONES M. A. SUR 2-029G-03-315-00 PREV #:H0432-01-007 DB 811 PG 75 2/16/99 Block 001 Section 03 Township 04N Range 13W.

WHEREAS, the owner of the property is: Delma R. Cameron, and Lorena V. McNair % Robert Legge, Bentonina

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:

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**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within ten (10) 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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 34-432-1-7, 118 E. 7th Street, LT 4 BLK 1 B540 P560 6/84 JONES M. A. SUR 2-029G-03-315.00 PREV #:H0432-01-007 DB 811 PG 75 2/16/99 Block 001 Section 03 Township 04N Range 13W.

WHEREAS, the owner of the property is: Delma R. Cameron, and Lorena V. McNair % Robert Legg, Bentonia

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

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

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra A. Berrard
CLERK OF COUNCIL

ADOPTED:

P. B. Berrard
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

John L. Payne
CITY CLERK

APPROVED:

Henry J. Berrard
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 35-652-1-6, 210 Jackson Street, PT LT 1 BG ON JACKSON ST 68FT NW OF MELROSE SW ALG S LN OF LT 1 174FT NW 88FT NE 142FT TO JACKSON ST SE 93 FT TO BG BLK 168 MCINNIS, K. SUB OF CRITTENDEN 2-029J-10-054.00 PREV #H0652-01-006 Block 168 Section 10 Township 04N Range 13W.

WHEREAS, the owner of the property is: Eunice Polson

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:

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

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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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL _____

PRESIDENT _____

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 35-652-1-6, 210 Jackson Street, PT LT 1 BG ON JACKSON ST 68FT NW OF MELROSE SW ALG S LN OF LT 1 174FT NW 88FT NE 142FT TO JACKSON STSE 93 FT TO BG BLK 168 MCINNIS, K. SUB OF CRITTENDEN 2-029J-10-054.00 PREV #:H0652-01-006 Block 168 Section 10 Township 04N Range 13W.

WHEREAS, the owner of the property is: Eunice Polson

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:

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**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None
ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Di. Brault
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

Edna R. Myers
CITY CLERK

APPROVED:

James J. Smith
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 28-560-7-3, 120 Mable Street, LTS 3 & 4 BLK 7 MILLER C. H. ADD 2-059K-09-072.00
PREV #:H0560-07-003 B653 P520 6/19/91 699/134 10/14/93 Block 007 Section 09 Township 04N Range 13W.

WHEREAS, the owner of the property is: Southern Works, and Margie Kay Barton

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:

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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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 28-560-7-3, 120 Mable Street, LTS 3 & 4 BLK 7 MILLER C. H. ADD 2-059K-09-072.00
PREV #:H0560-07-003 B653 P520 6/19/91 699/134 10/14/93 Block 007 Section 09 Township 04N Range 13W.

WHEREAS, the owner of the property is: Southern Works, and Margie Kay Barton

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:

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2. If the property owners do not take corrective action within ten (10) 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Delgado Delgado
CLERK OF COUNCIL

ADOPTED:

Ware
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST

Delgado Delgado
CITY CLERK

APPROVED:

Ware
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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 34-1004-2, E. 7th Street, ALL THAT PT NW 1/4 SW 1/4 LYING E OF G & S I RR E & S OF MERIDIAN FERT FACT W TO GRAVEL LINE OF NO&NERR & N OR 7TH ST & VC 7TH ST S OF SD LAND & S OF HATTIESBURG GIN PREV #:H1004-00-002 B684 P424 1/7/93 LESS .30 AC OUT Block 003 Section 03 Township 04N Range 13W.

WHEREAS, the owner of the property is: Dionysus LLC, and Dickie J. Esquivel & Randy A. Goldich C/O Rebuild America

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:

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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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL _____

PRESIDENT _____

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 34-432-1-3, 134 E. 7th Street, BEG SE COR LT 1 W 48FT N 100FT E TOR R R/W SE ALG W LINE OF R/W TO PT OF BEG BLK 1 JONES M. A. SUR 2-029G-03.321.00 PREV #:H0432-01-003 642/143 11/15/90 TAX DEED 663/532 12/91 TAX FORFEITED FOR FISCAL YEAR 1990-B831 P187 12-9-99 Block 001 Section 03 Township 04N Range 13W.

WHEREAS, the owner of the property is: 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:

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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 20th day of December 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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

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PARCEL: 34-1004-2, E. 7th Street, ALL THAT PT NW 1/4 SW 1/4 LYING E OF G & S I R R E & S OF MERIDIAN FERT FACT W TO GRAVEL LINE OF NO&NERR & N OR 7TH ST & VC 7TH ST S OF SD LAND & S OF HATTIESBURG GIN PREV #:H1004-00-002 B684 P424 1/7/93 LESS .30 AC OUT Block 003 Section 03 Township 04N Range 13W.

WHEREAS, the owner of the property is: Dionysus LLC, and Dickie J. Esquivel & Randy A. Goldich C/O Rebuild America

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.

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

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

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(SEAL)

ATTEST:

Dulce H. Bernado
CLERK OF COUNCIL

ADOPTED:

Eric Hall
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

Gregory S. Drake
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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PARCEL: 166C-5470-1-79, 1706 James Street, A parcel of land, being a part of Lot 3, Block 1 of and according to Lakewood Subdivision, as reflected by the map recorded in the Chancery Clerk's Office of Forrest County, Mississippi, being more particularly described as follows, to-wit:

A part of Lot Three (3), Block One (1), beginning at the Southeast corner and run South 51 degrees West 137 feet; thence run North 48 degrees West 117 feet; thence run North 40 degrees East 129 feet, thence run Southeasterly 130 feet back to the Point of Beginning.

WHEREAS, the owner of the property is: John McInnis, Mississippi Realty Tax Financing Company, Robert M. Daley, First Family Financial Services, Citizens Financial Services Corporation, State of Mississippi, Aquilla Hodge & Shirley Hodge, City of Hattiesburg, and Advantage 99 B 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 20th day of December 2011.

(SEAL)

ATTEST: _____ ADOPTED: _____

CLERK OF COUNCIL _____ PRESIDENT _____

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of December, A.D., 2011

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 9th day of November, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of December, 2011, 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: 166C-5470-1-79, 1706 James Street, A parcel of land, being a part of Lot 3, Block 1 of and according to Lakewood Subdivision, as reflected by the map recorded in the Chancery Clerk's Office of Forrest County, Mississippi, being more particularly described as follows, to-wit:

A part of Lot Three (3), Block One (1), beginning at the Southeast corner and run South 51 degrees West 137 feet; thence run North 48 degrees West 117 feet; thence run North 40 degrees East 129 feet, thence run Southeasterly 130 feet back to the Point of Beginning.

WHEREAS, the owner of the property is: John McInnis, Mississippi Realty Tax Financing Company, Robert M. Daley, First Family Financial Services, Citizens Financial Services Corporation, State of Mississippi, Aquilla Hodge & Shirley Hodge, City of Hattiesburg, and Advantage 99 B

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

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None

ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December 2011.

(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 20th day of December, A.D., 2011

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0367

File ID: 2011-0367

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Russell Davis

Cost:

File Created: 12/12/2011

Brief Title: Surplus Vehicles -2011

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/211

Title:

Adopt a resolution declaring certain vehicles and equipment as surplus; authorize the sale of said vehicles and equipment at auction, and the removal of said vehicles and equipment from the inventory of Public Works Department, Water Department, Parks & Recreation Department.(See Attached List)

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Memo to Mayor and City Council, Resol. 2011-208 surplus.Public Works, Parks & Rec, executed Resol. 2011-208 surplus.Public Works, Parks & Rec

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Sande Perkins

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/12/2011	Russell Davis	Approve	12/14/2011
1	2		Tim Pittman - FYI	Notified - FYI	
1	3		Philip Ford - FYI	Notified - FYI	
1	4		Marilyn Schwandt - FYI	Notified - FYI	
1	5		Kermas Eaton - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7		Connie Everett - FYI	Notified - FYI	
1	8		Verlina Underwood - FYI	Notified - FYI	
1	9		Michael Pope - FYI	Notified - FYI	
1	10	12/12/2011	Eddie Myers	Approve	12/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Adopt				Pass
	Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a resolution declaring certain vehicles and equipment as surplus; authorize the sale of said vehicles and equipment at auction, and the removal of said vehicles and equipment from the inventory of Public Works Department, Water Department, Parks & Recreation Department.(See Attached List)						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
			Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor			
			TEL-No Vote: 0				

Text of Legislative File 2011-0367

Title

Adopt a resolution declaring certain vehicles and equipment as surplus; authorize the sale of said vehicles and equipment at auction, and the removal of said vehicles and equipment from the inventory of Public Works Department, Water Department, Parks & Recreation Department.(See Attached List)

Summary

Surplus Vehicles and Equipment - 2011

Budget Information

..Expenditure

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: Mayor and City Council

FROM: Russell Davis, Director of Public Works *RD*

DATE: December 1, 2011

RE: Surplus Vehicles

This memo is to request approval of vehicles and equipment listed below be removed from inventory and to be sold at auction.

Department	Unit #	Make/Model	Vin#
Cemetery	40	1972 Tractor – Massey Ferguson Backhoe Loader	9A146173
Cemetery	14144	1993 Truck – International 4900 w/70ft Ariel Unit	1HTSJPPROPH519020
Cemetery	15244	Mower – Snapper Rider 30in/Electric Start	2000303017
Cemetery	15476	Mower – Snapper Rider 30in/Electric Start	2000342461
Cemetery	15940	Mower – Snapper Rider 30in/Electric Start	2000280837
Cemetery	15983	Mower – Snapper Rider 30in/Electric Start	2000830070
Sanitation	6921	1991 Int. Open Body	1HTSDNXN2MH382313
Sanitation	11025	1999 Int. Garbage Truck	1HTSCAQR5XH696601
Sanitation	10997	Int. Garbage Truck	1HTSCAAR7XH696597
Sanitation	11026	1999 Int. Garbage Truck	1HTSCAAR9XH696598
Sanitation	6915	1991 Int. Open Body	1HTSDNXNOMH382312
Sanitation	6913	1991 Int. Open Body	1HTSDNXN7MH382310

Sanitation	10996	1999 Int. Garbage Truck	1HTSCAAR5XH696596
Sanitation	8243	1994 Ford Open Body	1FDYL90E7SVA03537
Sanitation	6726		1GCDC14K6LE226450
Sanitation	6919	1991 Int. Open Body	1HTSDNXN9MH382311
Sanitation	10971	1999 Int. Garbage Truck	1HTSCAAR3XH696600
Sanitation	6917	1991 Int. Open Body	1HTSDNXNDMH382309
Sanitation	9620	1997 Leaf Collector	T04045D703300
Street	149	1981 Int.	1HTAA18B5BHB16950
Street	6235	1982 Tractor	C-658979
Street	10418	1998 Tractor	104545B
Street	8301	1994 Backhoe	A426573
Street	17567	18 Wheeler Truck	1FUPCSZB4UL739635
Street Cleaning	11969	ScSC-8000 Sweeper	49H6WFAA9YHG54612
Waste Water	7218	1992 Chevy Pickup	2GCEC19H2N1141028
Water Plant	7237	1992 Ford F-250	1FTHF25H8NNA25461
Water Transmission	13224	Dodge Intrepid	2B3HD46V33H529686
Water Transmission	6279	GMC 2500 Service Body	1GDGC24K8KE552442
Public Works		Canon L-75	UZW-92518
Public Works	010815	Konia 2223 Copy Machine DF-308	12KX20206
Public Works		Brother Intellifax 710M	K41957217
Public Works		Konica 7020/Model No. 7020	365-AH
Public Works	006768	Canon AP160 Typewriter V- 186	T2202853
Public Works	16749	HP Photosmart All-In-One C4280	CN81NRC1VD
Public Works	15939	HP Deskjet 9800	SNMY67T1Z0Y9
Public Works	007275	Canon V186	T22046813
Cemetery	1	Dodge Dump Truck	1B6MD34W1HS362154

Should you have any questions or comments pertaining to this matter, please do not hesitate to contact me by telephone at 601-545-4673, via fax 601-545-4658, or via email address rdavis@hattiesburgms.com.

RD/nbp

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain equipment and vehicles (per attached list), to be surplus and are not to be used in the future operation of the City; and

WHEREAS, the City of Hattiesburg finds and determines that the disposal of said items, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the sale of said equipment and vehicles (per attached list) at auction.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 20th day of December, A.D., 2011.

(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 20th day of December A.D., 2011.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain equipment and vehicles (per attached list), to be surplus and are not to be used in the future operation of the City; and

WHEREAS, the City of Hattiesburg finds and determines that the disposal of said items, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the sale of said equipment and vehicles (per attached list) at auction.

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

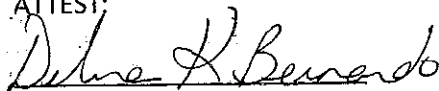
YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None ABSENT: Carroll

The President thereby declared the motion carried and the Resolution adopted, on this the 20th day of December, A.D., 2011.

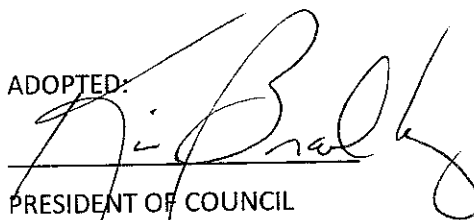
(SEAL)

ATTEST:



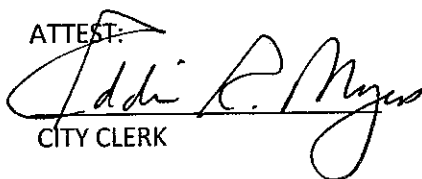
CLERK OF COUNCIL

ADOPTED:

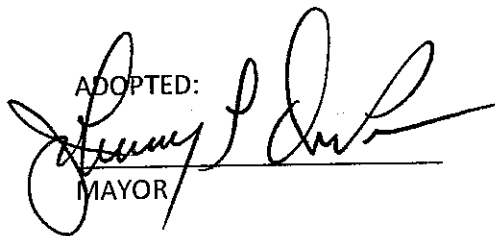

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 20th day of December A.D., 2011.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0396

File ID: 2011-0396

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Kim Bradley

Cost:

File Created: 12/15/2011

Brief Title: Amended guidelines - tax exemptions

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/211

Title:

Adopt a Resolution amending the guidelines for tax exemptions in a Historic Preservation District and the Central Business District.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: RES 2011-209 Downtown-Preservation District Exemptions Amended 12 20 11, executed RES 2011-209 Downtown-Preservation District Exemptions Amended 12 20 11

Enactment Number:

Contact: Dave Ware

Meeting Date: 12/20/2011

Drafter: Debbie Bernardo

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Debbie Bernardo - FYI	Notified - FYI	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Adopt a Resolution amending the guidelines for tax exemptions in a Historic Preservation District and the Central Business District.

Council member Delgado stated that she certainly supports this item, but would like tax exemption guidelines to include the following Ward 2 Corridors: Mobile Street, Bouie Street, Edwards Street, Dabbs Street, East Hardy Street, Tipton Street and Katy Avenue.

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

Yeas: 4 - Bradley, Delgado, Ware and Naylor

Absent: 1 - Carroll

Yea: 4 President Bradley
 Council Member Delgado
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2011-0396

Title

Adopt a Resolution amending the guidelines for tax exemptions in a Historic Preservation District and the Central Business District.

Summary

Amended guidelines - tax exemptions

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg wishes to promote and encourage residents to locate in the Historic Preservation District and the Central Business District; and

WHEREAS, certain residents and businesses are anticipating and/or investigating the possibility of locating in the Historic Preservation District and/or the Central Business District; and

WHEREAS, the City of Hattiesburg wishes to encourage residents and businesses by re-establishing the guidelines for tax exemptions in these two districts, as authorized by Section 17-21-5, Mississippi Code of 1972.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hattiesburg, Mississippi that the following guidelines for tax exemptions on property in the Historic Preservation District and/or the Central Business District are re-established as follows:

Historic Preservation District is defined as an area/district that has been approved by the City of Hattiesburg as a Conservation District.

Central Business District is defined as that area that is zoned B-4, Downtown Business District, according to the official zoning map of the City of Hattiesburg.

Residential Structures: The City of Hattiesburg does hereby offer to such residents on privately-owned, new structures or new renovation/improvements of existing structures, using the following formula:

1. The structure to be considered for tax exemption must be a “contributing structure” as defined by the Mississippi State Department of Archives and History; and
2. Tax exemptions will be allowed on a minimum expenditure that would increase the value of the property by at least twenty percent (20%), as determined by the County Tax Assessor. A maximum tax exemption not to exceed fifty percent (50%) of the value of the improvements, or the actual increase in value, whichever is less, as determined by the County Tax Assessor, will be allowed upon completion of the project.
3. The request for exemption must be made in writing within one hundred eighty (180) days of the completion of the project, as determined by the Certificate of Occupancy issued by the Land Development Code Administrator. Such request shall include proof of expenditures (verification by lending institution, statement from CPA, actual invoices).

4. The request for exemption will be considered only for the owner of the property at the time of completion of the project. In the event the ownership changes after the exemption has been granted:
 - a. the exemption will continue if the property on which it was granted is residential property used for homestead purposes and the use continues as such;
 - b. the exemption will cease if the property on which it was granted was used as income producing (residential for rental purposes, apartments, commercial).
5. There will be no more than one (1) exemption allowed on any given property, regardless of ownership or further renovation.

Commercial Structures: The City of Hattiesburg does hereby offer to such businesses tax exemptions on privately-owned, new structures or new renovations/improvements of existing structures, using the following formula:

1. There must be a minimum expenditure for renovation/improvements of existing structures that increases the value of the property by at least 10%, as determined by the County Tax Assessor; and
2. Tax exemptions will be allowed not to exceed fifty percent (50%) of the value of the improvements, or the actual increase in value, whichever is less, as determined by the County Tax Assessor upon completion of the project. If the expenditure for improvements exceeds two million five hundred thousand dollars (\$ 2,500,000) , a tax exemption may be allowed for the total increase in the value of the improvements, as determined by the County Tax Assessor upon completion of the project.
3. The request for exemption must be made in writing within one hundred eighty (180) days of the completion of the project as determined by the Certificate of Occupancy issued by the Land Development Code Administrator. Such request shall include proof of expenditures (verification by lending institution, statement from CPA, actual invoices).

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilman_____, seconded by Councilman_____ and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the ____ day of _____, 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2011.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg wishes to promote and encourage residents to locate in the Historic Preservation District and the Central Business District; and

WHEREAS, certain residents and businesses are anticipating and/or investigating the possibility of locating in the Historic Preservation District and/or the Central Business District; and

WHEREAS, the City of Hattiesburg wishes to encourage residents and businesses by re-establishing the guidelines for tax exemptions in these two districts, as authorized by Section 17-21-5, Mississippi Code of 1972.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hattiesburg, Mississippi that the following guidelines for tax exemptions on property in the Historic Preservation District and/or the Central Business District are re-established as follows:

Historic Preservation District is defined as an area/district that has been approved by the City of Hattiesburg as a Conservation District.

Central Business District is defined as that area that is zoned B-4, Downtown Business District, according to the official zoning map of the City of Hattiesburg.

Residential Structures: The City of Hattiesburg does hereby offer to such residents on privately-owned, new structures or new renovation/improvements of existing structures, using the following formula:

1. The structure to be considered for tax exemption must be a "contributing structure" as defined by the Mississippi State Department of Archives and History; and
2. Tax exemptions will be allowed on a minimum expenditure that would increase the value of the property by at least twenty percent (20%), as determined by the County Tax Assessor. A maximum tax exemption not to exceed fifty percent (50%) of the value of the improvements, or the actual increase in value, whichever is less, as determined by the County Tax Assessor, will be allowed upon completion of the project.
3. The request for exemption must be made in writing within one hundred eighty (180) days of the completion of the project, as determined by the Certificate of Occupancy issued by the Land Development Code Administrator. Such request shall include proof of expenditures (verification by lending institution, statement from CPA, actual invoices).

4. The request for exemption will be considered only for the owner of the property at the time of completion of the project. In the event the ownership changes after the exemption has been granted:
 - a. the exemption will continue if the property on which it was granted is residential property used for homestead purposes and the use continues as such;
 - b. the exemption will cease if the property on which it was granted was used as income producing (residential for rental purposes, apartments, commercial).
5. There will be no more than one (1) exemption allowed on any given property, regardless of ownership or further renovation.

Commercial Structures: The City of Hattiesburg does hereby offer to such businesses tax exemptions on privately-owned, new structures or new renovations/improvements of existing structures, using the following formula:

1. There must be a minimum expenditure for renovation/improvements of existing structures that increases the value of the property by at least 10%, as determined by the County Tax Assessor; and
2. Tax exemptions will be allowed not to exceed fifty percent (50%) of the value of the improvements, or the actual increase in value, whichever is less, as determined by the County Tax Assessor upon completion of the project. If the expenditure for improvements exceeds two million five hundred thousand dollars (\$ 2,500,000) , a tax exemption may be allowed for the total increase in the value of the improvements, as determined by the County Tax Assessor upon completion of the project.
3. The request for exemption must be made in writing within one hundred eighty (180) days of the completion of the project as determined by the Certificate of Occupancy issued by the Land Development Code Administrator. Such request shall include proof of expenditures (verification by lending institution, statement from CPA, actual invoices).

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

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None ABSENT: Carroll

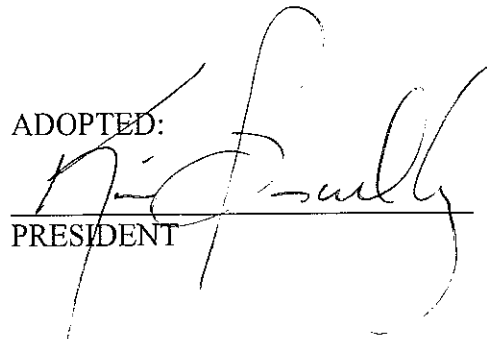
The President thereby declared the motion carried and the resolution adopted, this the
20 day of December, 2011.

(SEAL)

ATTEST:

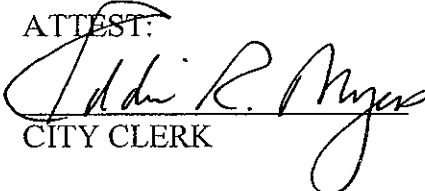

CLERK OF COUNCIL

ADOPTED:

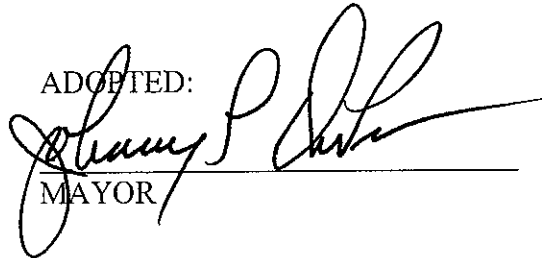

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the
Mayor, this the 20 day of December, 2011.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0397

File ID: 2011-0397

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Kim Bradley

Cost:

File Created: 12/15/2011

Brief Title: Intent Resolution - Central Business District

Final Action: 12/20/2011

Minute Book Number: MB2011-6/211

Title:

Adopt a Resolution declaring the intention of the City to provide certain infrastructure improvements to publicly owned property in the Central Business District.

Notes:

Agenda Date:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: RESOLUTION 2011-210 Intent Resolution.12.20.11,
executed RESOLUTION 2011-210 Intent
Resolution.12.20.11

Enactment Number:

Contact: Dave Ware

Meeting Date: 12/20/2011

Drafter: Debbie Bernardo

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Debbie Bernardo - FYI	Notified - FYI	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Adopt				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Adopt a Resolution declaring the intention of the City to provide certain infrastructure improvements to publicly owned property in the Central Business District.

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

Yeas: 4 - Bradley, Delgado, Ware and Naylor

Absent: 1 - Carroll

Yea: 4 President Bradley
 Council Member Delgado
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2011-0397

Title

Adopt a Resolution declaring the intention of the City to provide certain infrastructure improvements to publicly owned property in the Central Business District.

Summary

Intent Resolution - Central Business District

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg wishes to promote and encourage redevelopment of areas throughout the corporate limits; and

WHEREAS, the City provides improved infrastructure to encourage redevelopment; and

WHEREAS, the City has provided certain infrastructure improvements in the Central Business District, including new lighting, sidewalk repairs, street paving, and additional on street parking; and

WHEREAS, certain businesses are anticipating and/or investigating the possibility of locating in the Central Business District, and additional publically owned infrastructure improvements are needed; and

WHEREAS, the City desires to provide additional publically owned infrastructure improvements as needed to encourage businesses to redevelop properties/buildings in the Central Business District that are in a state of disrepair.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hattiesburg, Mississippi, that the City intends to do the following:

1. Repair the sidewalks located along the East side of Main Street between Front Street and Pine Street, along the North side of Front Street between Main Street and Mobile Street, along the South side of Front Street between Short Street and Mobile Street, and along Short Street.
2. Improve lighting in and make needed repairs to the alley running East and West, from Main Street to Mobile Street, located in the block bordered by Main Street, Front Street, Mobile Street and Pine Street.
3. Convert Short Street to a one way street, entering from Front Street, and redesign the on street parking to provide the maximum amount of on street parking spaces.
4. Grant the tax exemptions authorized by Mississippi Code Section 17-21-5, in accordance with the guidelines established by Resolution of the City of Hattiesburg.

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

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the _____ day of _____, 2011.

(SEAL)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2011.

ATTEST: ADOPTED:

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg wishes to promote and encourage redevelopment of areas throughout the corporate limits; and

WHEREAS, the City provides improved infrastructure to encourage redevelopment; and

WHEREAS, the City has provided certain infrastructure improvements in the Central Business District, including new lighting, sidewalk repairs, street paving, and additional on street parking; and

WHEREAS, certain businesses are anticipating and/or investigating the possibility of locating in the Central Business District, and additional publically owned infrastructure improvements are needed; and

WHEREAS, the City desires to provide additional publically owned infrastructure improvements as needed to encourage businesses to redevelop properties/buildings in the Central Business District that are in a state of disrepair.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hattiesburg, Mississippi, that the City intends to do the following:

1. Repair the sidewalks located along the East side of Main Street between Front Street and Pine Street, along the North side of Front Street between Main Street and Mobile Street, along the South side of Front Street between Short Street and Mobile Street, and along Short Street.
2. Improve lighting in and make needed repairs to the alley running East and West, from Main Street to Mobile Street, located in the block bordered by Main Street, Front Street, Mobile Street and Pine Street.
3. Convert Short Street to a one way street, entering from Front Street, and redesign the on street parking to provide the maximum amount of on street parking spaces.
4. Grant the tax exemptions authorized by Mississippi Code Section 17-21-5, in accordance with the guidelines established by Resolution of the City of Hattiesburg.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the _____ day of _____, 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2011.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg wishes to promote and encourage redevelopment of areas throughout the corporate limits; and

WHEREAS, the City provides improved infrastructure to encourage redevelopment; and

WHEREAS, the City has provided certain infrastructure improvements in the Central Business District, including new lighting, sidewalk repairs, street paving, and additional on street parking; and

WHEREAS, certain businesses are anticipating and/or investigating the possibility of locating in the Central Business District, and additional publically owned infrastructure improvements are needed; and

WHEREAS, the City desires to provide additional publically owned infrastructure improvements as needed to encourage businesses to redevelop properties/buildings in the Central Business District that are in a state of disrepair.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hattiesburg, Mississippi, that the City intends to do the following:

1. Repair the sidewalks located along the East side of Main Street between Front Street and Pine Street, along the North side of Front Street between Main Street and Mobile Street, along the South side of Front Street between Short Street and Mobile Street, and along Short Street.
2. Improve lighting in and make needed repairs to the alley running East and West, from Main Street to Mobile Street, located in the block bordered by Main Street, Front Street, Mobile Street and Pine Street.
3. Convert Short Street to a one way street, entering from Front Street, and redesign the on street parking to provide the maximum amount of on street parking spaces.
4. Grant the tax exemptions authorized by Mississippi Code Section 17-21-5, in accordance with the guidelines established by Resolution of the City of Hattiesburg.

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

YEAS: Bradley
Delgado
Ware
Naylor

NAYS: None ABSENT: Carroll

The President thereby declared the motion carried and the resolution adopted, this the 20th day of December, 2011.

(SEAL)

ATTEST:

Debra H. Bernard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 20th day of December 2011.

ATTEST:

[Signature]
CITY CLERK

ADOPTED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0355

File ID: 2011-0355

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Clemon Terrell

Cost:

File Created: 12/07/2011

Brief Title: MS Power Agreement for Primary Power at Tatum Park

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/212

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Mississippi Power to provide primary electric power to newly developed areas of Tatum Park.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Tatum Park Soccer Baseball MS Power Primary, executed Tatum Park Soccer Baseball MS Power Primary

Enactment Number:

Contact:

Meeting Date:

Drafter: Ann Jones

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Debbie Bernardo - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Verlina Underwood - FYI	Notified - FYI	
1	6		Michael Pope - FYI	Notified - FYI	
1	7	12/8/2011	Eddie Myers	Approve	12/9/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Authorize				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Mississippi Power to provide primary electric power to newly developed areas of Tatum Park.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
			Yea: 4	President Bradley			
				Council Member Delgado			
				Vice President Ware			
				Council Member Naylor			
			TEL-No Vote:	0			

Text of Legislative File 2011-0355

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Mississippi Power to provide primary electric power to newly developed areas of Tatum Park.

Summary

Agreement between Parks and Recreation Department and MS Power for access to primary electric power in newly developed areas of Tatum Park such as Soccer Fields 13-18 and Baseball practice fields.

Budget Information

002300.7256.01

Expenditure Type

Purchasing Item

Publication Information

5082 Old Hwy 42
Hattiesburg, MS 39401

12/6/2011



Ann Jones
City of Hattiesburg

To Whom It May Concern:

Mississippi Power Company proposes to install underground facilities to serve a 300kVA 277/480V 3phase transformer for additional lighting at Tatum Park. The scope of work will include MPC installing underground conduit, 1/0 primary cable, and 3 phase transformer. The total installation cost, pending the currently installed conduit is usable, will be \$27,701.23. If the currently installed conduit is not usable, additional underground boring for installing new underground conduit will be required. The total cost with additional underground boring will be \$36,138.18. This cost includes MPC providing all trenching, boring, backfilling, conductors, and material. Services will be metered at transformer and provide by the customer.

If you have any further questions, feel free to contact me at 601-554-7030 or 601-383-3536. Once reviewed and agreed upon by Mayor and Council, please sign below and we will proceed with installation.

City of Hattiesburg

Mississippi Power Company

5082 Old Hwy 42
Hattiesburg, MS 39401

12/6/2011

Ann Jones
City of Hattiesburg

To Whom It May Concern:

Mississippi Power Company proposes to install underground facilities to serve a 300kVA 277/480V 3phase transformer for additional lighting at Tatum Park. The scope of work will include MPC installing underground conduit, 1/0 primary cable, and 3 phase transformer. The total installation cost, pending the currently installed conduit is usable, will be \$27,701.23. If the currently installed conduit is not usable, additional underground boring for installing new underground conduit will be required. The total cost with additional underground boring will be \$36,138.18. This cost includes MPC providing all trenching, boring, backfilling, conductors, and material. Services will be metered at transformer and provide by the customer.

If you have any further questions, feel free to contact me at 601-554-7030 or 601-383-3536. Once reviewed and agreed upon by Mayor and Council, please sign below and we will proceed with installation.

City
of Hattiesburg Mississippi Power Company

5082 Old Hwy 42
Hattiesburg, MS 39401

12/6/2011

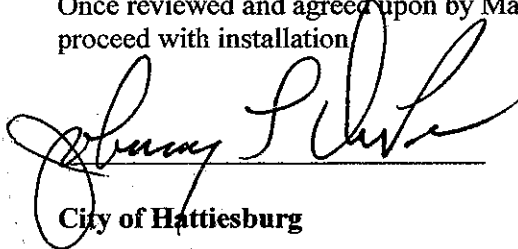


Ann Jones
City of Hattiesburg

To Whom It May Concern:

Mississippi Power Company proposes to install underground facilities to serve a 300kVA 277/480V 3phase transformer for additional lighting at Tatum Park. The scope of work will include MPC installing underground conduit, 1/0 primary cable, and 3 phase transformer. The total installation cost, pending the currently installed conduit is usable, will be \$27,701.23. If the currently installed conduit is not usable, additional underground boring for installing new underground conduit will be required. The total cost with additional underground boring will be \$36,138.18. This cost includes MPC providing all trenching, boring, backfilling, conductors, and material. Services will be metered at transformer and provide by the customer.

If you have any further questions, feel free to contact me at 601-554-7030 or 601-383-3536. Once reviewed and agreed upon by Mayor and Council, please sign below and we will proceed with installation.



City of Hattiesburg

Mississippi Power Company



City of Hattiesburg, MS

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

Master

File Number: 2011-0377

File ID: 2011-0377

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost: \$14,749.27

File Created: 12/13/2011

Brief Title: 592 Program Sewer Rehab Contract No. 3
Supplemental Agreement No. 1

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/212

Title: Authorize Mayor to execute Supplemental Agreement No. 1 for the East 592
Program Sewer Rehabilitation, Contract No. 3.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: 592 Prog. Suppl Agree #1, executed 592 Prog. Suppl
Agree #1

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Bert Kuyrkendall	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1 City Council 12/20/2011 Authorize Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to execute Supplemental Agreement No. 1 for the East 592 Program Sewer Rehabilitation, Contract No. 3.

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

Yeas: 4 - Bradley, Delgado, Ware and Naylor
Absent: 1 - Carroll

Yea: 4 President Bradley
Council Member Delgado
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2011-0377

Title

Authorize Mayor to execute Supplemental Agreement No. 1 for the East 592 Program Sewer Rehabilitation, Contract No. 3.

Summary

Authorize Mayor to execute Supplemental Agreement No. 1 for the East 592 Program Sewer Rehabilitation, Contract No. 3.

Staff Recommendation

Authorize Mayor to Execute Supplemental Agreement

Budget Information

\$14,749.27; 99630.7220.26

Expenditure Type

Corps of Engineers Grant

Purchasing Item

Regular Purchase

Publication Information

**592 PROGRAM SEWER REHABILITATION
CONTRACT NO. 3
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C. B. Developers, Inc Contractor and Liberty Mutual Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 18th Day of January 2011 for 592 Program Sewer Rehabilitation, Contract No3.

WHEREAS: It is proposed that the following items be added or adjusted to the contract documents.

Due to a conflict with an existing concrete box culvert located on May Street, it was necessary to reconstruct the existing box culvert, remove existing concrete in the box culvert and install the sanitary sewer line beneath the box culvert.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
70	Box Culvert Conflict	L.S.	1.0	\$7,500.00	\$ 7,500.00

At the intersection of East Laurel and Gulfport Street, the existing and proposed manhole was located in the center of the street. In order to prevent damage to Gulfport Street, a 96 inch manhole is required. Reduction of Select Fill and Asphalt Pavement will be reflected in relocation of the manhole.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
72	96" Manhole (16'-18')	Each	1.00	\$9,125.00	\$9,125.00

The following items shall be reduced as a result of the addition of the 96 inch manhole noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
63	Select Fill Material	C.Y.	200.00	\$ 5.22	(\$1,044.00)
66	Base Course Asphalt (BB-1)	Ton.	65.00	\$113.87	(\$7,401.55)

A cut bracket was not established for a 21" PVC SDR 26 (16'-18'). A section of sanitary sewer pipe along Klondike Street required a cut depth of this amount based on cut sheets provided by the contractor. The (16'-18') cut bracket is added to the contract and the (14'-16') cut bracket is reduced the same amount.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
73	21" PVC SDR 26 (16'-18')	L.F.	171.00	\$ 106.07	\$18,137.97

The following item shall be reduced as a result of the addition of the 21" PVC SDR 26 (16'-18') as noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
27	21" PVC SDR 26 (14'-16')	L.F.	171.00	\$ 67.65	(\$11,568.15)

Total increase of original construction contract is \$ 14,749.27

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc., Contractor and Liberty Mutual Insurance Company Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 201_

C.B. Developers, Inc

Liberty Mutual Insurance Company

By: _____
Contractor

By: _____
Surety

Witness: _____

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____

592 PROGRAM SEWER REHABILITATION
CONTRACT NO. 3
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C. B. Developers, Inc Contractor and Liberty Mutual Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 18th Day of January 2011 for 592 Program Sewer Rehabilitation, Contract No3.

WHEREAS: It is proposed that the following items be added or adjusted to the contract documents.

Due to a conflict with an existing concrete box culvert located on May Street, it was necessary to reconstruct the existing box culvert, remove existing concrete in the box culvert and install the sanitary sewer line beneath the box culvert.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
70	Box Culvert Conflict	L.S.	1.0	\$7,500.00	\$ 7,500.00

At the intersection of East Laurel and Gulfport Street, the existing and proposed manhole was located in the center of the street. In order to prevent damage to Gulfport Street, a 96 inch manhole is required. Reduction of Select Fill and Asphalt Pavement will be reflected in relocation of the manhole.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
72	96" Manhole (16'-18')	Each	1.00	\$9,125.00	\$9,125.00

The following items shall be reduced as a result of the addition of the 96 inch manhole noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
63	Select Fill Material	C.Y.	200.00	\$ 5.22	(\$1,044.00)
66	Base Course Asphalt (BB-1)	Ton.	65.00	\$113.87	(\$7,401.55)

A cut bracket was not established for a 21" PVC SDR 26 (16'-18'). A section of sanitary sewer pipe along Klondike Street required a cut depth of this amount based on cut sheets provided by the contractor. The (16'-18') cut bracket is added to the contract and the (14'-16') cut bracket is reduced the same amount.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
73	21" PVC SDR 26 (16'-18')	L.F.	171.00	\$ 106.07	\$18,137.97

The following item shall be reduced as a result of the addition of the 21" PVC SDR 26 (16'-18') as noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
27	21" PVC SDR 26 (14'-16')	L.F.	171.00	\$ 67.65	(\$11,568.15)

Total increase of original construction contract is \$ 14,749.27

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc., Contractor and Liberty Mutual Insurance Company Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 20th day of December, 201

C.B. Developers, Inc

Liberty Mutual Insurance Company

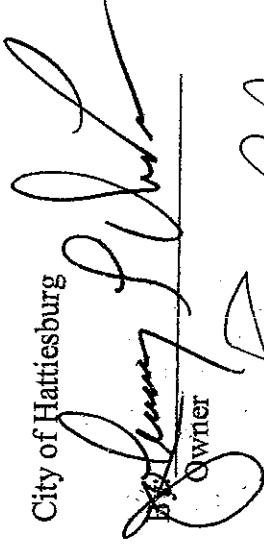
By: _____
Contractor

By: _____
Surety

Witness: _____

Witness: _____

City of Hattiesburg


Owner

Witness: 



City of Hattiesburg, MS

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

Master

File Number: 2011-0383

File ID: 2011-0383

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 12/13/2011

Brief Title: Martin Luther King Expansion Project Legal Services
Contract and Agreement

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/212

Title:

Authorize Mayor to Execute Contract and Agreement for Legal Services for the Martin Luther King Expansion Project between the City of Hattiesburg and Pittman, Howdeshell, Hinton & Hightower, PLLC.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: MLK P,H,H,&H Legal Serv Contract, executed MLK
P,H,H,&H Legal Serv Contract

Enactment Number:

Contact: Chris Howdeshell

Meeting Date: 12/20/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Bert Kuyrkendall	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Authorize				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to Execute Contract and Agreement for Legal Services for the Martin Luther King Expansion Project between the City of Hattiesburg and Pittman, Howdeshell, Hinton & Hightower, PLLC.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
			Yea: 4	President Bradley			
				Council Member Delgado			
				Vice President Ware			
				Council Member Naylor			
			TEL-No Vote:	0			

Text of Legislative File 2011-0383

Title

Authorize Mayor to Execute Contract and Agreement for Legal Services for the Martin Luther King Expansion Project between the City of Hattiesburg and Pittman, Howdeshell, Hinton & Hightower, PLLC.

Summary

Authorize Mayor to Execute Contract and Agreement for Legal Services for the Martin Luther King Expansion Project between the City of Hattiesburg and Pittman, Howdeshell, Hinton & Hightower, PLLC.

Budget Information

072201.6025

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

CITY OF HATTIESBURG, MISSISSIPPI

AND

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

CONTRACT AND AGREEMENT FOR LEGAL SERVICES

This Agreement made and entered into by and between The City of Hattiesburg, Mississippi, a Municipal Corporation, ("City") and Pittman, Howdeshell, Hinton & Hightower, PLLC, Attorneys ("Attorneys"), on the day and year hereinafter written.

I. Purpose:

The purpose of this contract is for Attorneys to provide to City services in connection with a project involving the expansion and/or relocation of Martin Luther King Avenue within the City's corporate limits.

II. Statement of Work:

For consideration to be paid Attorneys as set forth herein, Attorneys shall provide City with general legal services required by the City related to the above-referenced project, in accordance with all applicable or required State and Federal laws and regulations. Legal services shall include consultation services, evaluation of contracts and related legal work, title work, property closings, document preparation, filing and recording documents and deeds, and court condemnation proceedings.

III. Consideration of Payment:

Attorneys agree to furnish the legal services as stated herein at the rate of \$150.00 per hour, plus any out-of-pocket expenses, such as recording fees, filing fees, postage, copying costs, and similar items. The City, from time to time, will be presented with an itemized bill from Attorneys for payment by City.

IV. Termination by City or Attorneys:

Either the City or Attorneys may terminate this contract at any time by giving written notice to the City or to the Attorneys, as the case may be, of such termination and specifying the effective date thereof. In that event, all finished documents or unfinished documents, or other material which would normally be furnished to the City shall, at the option of the City, become its property. If the Attorneys are terminated by the City as provided herein, the Attorneys shall be paid for all work completed up to the termination date. Further, should the Attorneys terminate this contract at any time by giving written notice to the City, the Attorneys shall be paid for all work completed up to the termination date.

V. Equal Employment Opportunity:

The Attorneys understand that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State or local laws. All such discrimination is unlawful, and Attorneys agree that during the term of this agreement, Attorneys will strictly adhere to this policy in its employment practices and provision of services. Attorneys shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. Attorneys shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the Immigration and Naturalization Laws, including, but not limited to, the Immigration Reform and Control Act of 1986.

VI. Interest of Members of the City and Others:

No member of the governing body of the City and no other officer, employee or agent of the City who exercises any function or responsibilities in connection with the planning or caring out

of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Attorneys shall take appropriate steps to assure compliance.

Further, no member of the governing body of the City and no other public official of The City who exercises any functions or responsibilities in connection with the planning and caring out of the project, shall have any personal financial interest, direct or indirect, in this contract; and, Attorneys shall take appropriate steps to assure compliance.

VII. Interest of Attorneys:

The Attorneys shall disclose and notify the City of any interest in land, and shall not acquire interest, direct or indirect, in the project area, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Attorneys further covenant that in performance of this contract, no person having any such interest shall be employed.

VIII. Findings Confidential:

Any reports, information, data, etc. given to or prepared or assembled by the Attorneys under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by Attorneys without prior written consent of the City.

IX. Audits and Inspections:

The City, the Mississippi Department of Transportation, the Federal Highway Administration, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Attorneys which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions.

Further, the Attorneys are required to maintain all required records for three (3) years after the City makes final payments and all other pending matters are closed.

X. Miscellaneous Provisions:

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provision, and all obligations of the parties created hereunder are performable in the State of Mississippi. Any litigation with respect thereof shall be brought in the courts of the State of Mississippi. In case one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision thereof, and this agreement shall be constructed as if such invalid, illegal or unenforceable provision had never

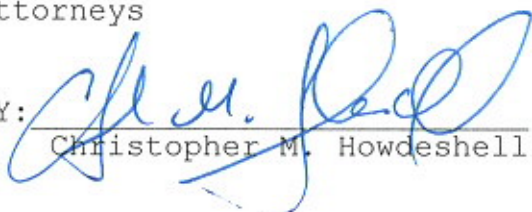
been contained herein. Attorneys shall comply with applicable Federal, State and local laws and regulations.

WITNESS the signatures on this, the ____ day of _____, 20____.

Pittman, Howdeshell,
Hinton & Hightower, PLLC
Attorneys

City of Hattiesburg,
Mississippi

BY:


Christopher M. Howdeshell

BY: _____

TITLE: _____

CITY OF HATTIESBURG, MISSISSIPPI

AND

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

CONTRACT AND AGREEMENT FOR LEGAL SERVICES

This Agreement made and entered into by and between The City of Hattiesburg, Mississippi, a Municipal Corporation, ("City") and Pittman, Howdeshell, Hinton & Hightower, PLLC, Attorneys ("Attorneys"), on the day and year hereinafter written.

I. Purpose:

The purpose of this contract is for Attorneys to provide to City services in connection with a project involving the expansion and/or relocation of Martin Luther King Avenue within the City's corporate limits.

II. Statement of Work:

For consideration to be paid Attorneys as set forth herein, Attorneys shall provide City with general legal services required by the City related to the above-referenced project, in accordance with all applicable or required State and Federal laws and regulations. Legal services shall include consultation services, evaluation of contracts and related legal work, title work, property closings, document preparation, filing and recording documents and deeds, and court condemnation proceedings.

III. Consideration of Payment:

Attorneys agree to furnish the legal services as stated herein at the rate of \$150.00 per hour, plus any out-of-pocket expenses, such as recording fees, filing fees, postage, copying costs, and similar items. The City, from time to time, will be presented with an itemized bill from Attorneys for payment by City.

IV. Termination by City or Attorneys:

Either the City or Attorneys may terminate this contract at any time by giving written notice to the City or to the Attorneys, as the case may be, of such termination and specifying the effective date thereof. In that event, all finished documents or unfinished documents, or other material which would normally be furnished to the City shall, at the option of the City, become its property. If the Attorneys are terminated by the City as provided herein, the Attorneys shall be paid for all work completed up to the termination date. Further, should the Attorneys terminate this contract at any time by giving written notice to the City, the Attorneys shall be paid for all work completed up to the termination date.

V. Equal Employment Opportunity:

The Attorneys understand that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State or local laws. All such discrimination is unlawful, and Attorneys agree that during the term of this agreement, Attorneys will strictly adhere to this policy in its employment practices and provision of services. Attorneys shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. Attorneys shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the Immigration and Naturalization Laws, including, but not limited to, the Immigration Reform and Control Act of 1986.

VI. Interest of Members of the City and Others:

No member of the governing body of the City and no other officer, employee or agent of the City who exercises any function or responsibilities in connection with the planning or caring out

of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Attorneys shall take appropriate steps to assure compliance.

Further, no member of the governing body of the City and no other public official of The City who exercises any functions or responsibilities in connection with the planning and caring out of the project, shall have any personal financial interest, direct or indirect, in this contract; and, Attorneys shall take appropriate steps to assure compliance.

VII. Interest of Attorneys:

The Attorneys shall disclose and notify the City of any interest in land, and shall not acquire interest, direct or indirect, in the project area, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Attorneys further covenant that in performance of this contract, no person having any such interest shall be employed.

VIII. Findings Confidential:

Any reports, information, data, etc. given to or prepared or assembled by the Attorneys under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by Attorneys without prior written consent of the City.

IX. Audits and Inspections:

The City, the Mississippi Department of Transportation, the Federal Highway Administration, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Attorneys which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions.

Further, the Attorneys are required to maintain all required records for three (3) years after the City makes final payments and all other pending matters are closed.

X. Miscellaneous Provisions:

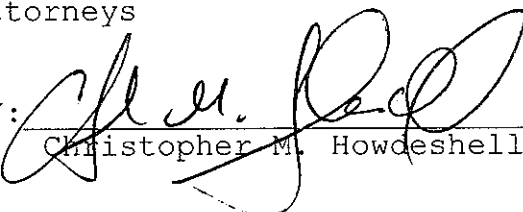
This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provision, and all obligations of the parties created hereunder are performable in the State of Mississippi. Any litigation with respect thereof shall be brought in the courts of the State of Mississippi. In case one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision thereof, and this agreement shall be constructed as if such invalid, illegal or unenforceable provision had never

been contained herein. Attorneys shall comply with applicable Federal, State and local laws and regulations.

WITNESS the signatures on this, the 20th day of
December, 2011.

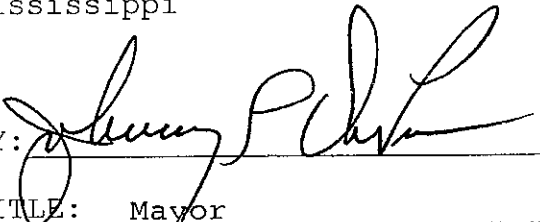
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Attorneys

BY:


Christopher M. Howdeshell

City of Hattiesburg,
Mississippi

BY:


TITLE: Mayor



City of Hattiesburg, MS

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

Master

File Number: 2011-0375

File ID: 2011-0375

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/13/2011

Brief Title: Housing Rehabilitation Grant - 188Old Airport Road

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/212-213

Title:

Approve and authorize Mayor to execute in triplicate a Housing Rehabilitation Grant to George Perry of 188 Old Airport Road - relocated to Annie Christie in an amount not exceed \$65,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: Grant Agreement - G. Perry (\$25K+) 12.12.11,
executed Grant Agreement - G. Perry (\$25K+)
12.12.11

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Kevin Jordan

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Franklyn Tate	Escalated	12/15/2011
1	2	12/14/2011	Eddie Myers	Approve	12/15/2011
1	3		Marilyn Schwandt - FYI	Notified - FYI	
1	4		Kermas Eaton - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6		Connie Everett - FYI	Notified - FYI	
1	7		Verlina Underwood - FYI	Notified - FYI	
1	8		Michael Pope - FYI	Notified - FYI	
1	9	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Housing Rehabilitation Grant to George Perry of 188 Old Airport Road - relocated to Annie Christie in an amount not exceed \$65,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)].							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Ware and Naylor							
Absent: 1 - Carroll							
Yea: 4 President Bradley Council Member Delgado Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2011-0375

Title

Approve and authorize Mayor to execute in triplicate a Housing Rehabilitation Grant to George Perry of 188 Old Airport Road - relocated to Annie Christie in an amount not exceed \$65,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]

Summary

Housing Rehabilitation Grant Award - 188 Old Airport Road

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. I certify that I currently live in and own the home for which I am accepting repair assistance.
2. I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. I understand that I will not be able to remove any of my things out of storage prior to move back.
6. I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. I agree to attend Homeowner’s Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program.
11. I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **fifteen (15)** year affordability period.
12. I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
14. I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, George Perry – previous address: 188 Old Airport Road, relocated to: 10 Annie Christie, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2012.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD
The Homeowner(s), George Perry – previous address: 188 Old Airport Road, relocated to: 10 Annie Christie, is hereby awarded a Housing Rehabilitation Grant in an amount not to exceed \$65,000 on this the 20th day of December, 2011.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG

HOUSING REHABILITATION (25K+)

GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. ____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. ____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. ____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program.
11. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **fifteen (15)** year affordability period.
12. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. ____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, George Perry – previous address: 188 Old Airport Road, relocated to: Annie Christie, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of ____, 2012.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), George Perry – previous address: 188 Old Airport Road, relocated to: Annie Christie, is hereby awarded a Housing Rehabilitation Grant in an amount not to exceed \$65,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)] on this the 20th day of December, 2011.

City of Hattiesburg, Mississippi

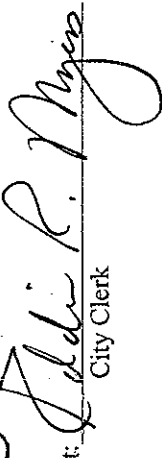
Contractor

By: 
Johnny L. Dupree, Mayor

By: _____

Date: 12-20-11

Date: _____

Attest: 
City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2011-0368

File ID: 2011-0368

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/12/2011

Brief Title: Blue Roof Initiative Grant Award - 815 Ida Avenue

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/213

Title:

Approve and authorize Mayor to execute in triplicate a Blue Roof Initiative Grant to Vera Coleman of 815 Ida Avenue in an amount not exceed \$5,000. for roof replacement/repair materials.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: Grant Agreement - Blue Roof Initiative - V. Coleman
12.12.11, executed Grant Agreement - Blue Roof
Initiative - V. Coleman 12.12.11

Enactment Number:

Contact:

Meeting Date:

Drafter: Kevin Jordan

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Franklyn Tate	Escalated	12/14/2011
1	2		Eddie Myers	Escalated	12/14/2011
1	3	1/4/2012	Debbie Bernardo	Approve	12/13/2011
1	4		Marilyn Schwandt - FYI	Notified - FYI	
1	5		Kermas Eaton - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7		Connie Everett - FYI	Notified - FYI	
1	8		Verlina Underwood - FYI	Notified - FYI	
1	9		Michael Pope - FYI	Notified - FYI	
1	10	1/4/2012	Eddie Myers	Approve	1/7/2012

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Blue Roof Initiative Grant to Vera Coleman of 815 Ida Avenue in an amount not exceed \$5,000. for roof replacement/repair materials.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Ware and Naylor							
Absent: 1 - Carroll							
Yea: 4 President Bradley Council Member Delgado Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2011-0368

Title

Approve and authorize Mayor to execute in triplicate a Blue Roof Initiative Grant to Vera Coleman of 815 Ida Avenue in an amount not exceed \$5,000. for roof replacement/repair materials.

Summary

Blue Roof Initiative Grant Award - 815 Ida Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG
BLUE ROOF INITIATIVE
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for arrangements and costs associated with my relocation for the duration of the repair work as necessary.
4. _____ I understand that I am responsible for moving and/or storing any items as deemed necessary for the start-up and through completion of the approved repair work.
5. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, R3SM, Carpenter Helpers, contractor or workers will result in an immediate termination of all repair activities.
6. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Blue Roof Initiative Program.
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **one (1)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree to provide documentation required for case management activities from R3SM, material cost from the City of Hattiesburg and labor cost for Carpenters Helper to participate in the blue roof repairs.
14. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Vera Coleman of 815 Ida Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2009.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Vera Coleman of 815 Ida Avenue, is hereby awarded a Blue Roof Initiative Grant for roof replacement/repair in an amount not to exceed \$5,000.00, on this the _____ day of _____, 2009.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG BLUE ROOF INITIATIVE GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for arrangements and costs associated with my relocation for the duration of the repair work as necessary.
4. ____ I understand that I am responsible for moving and/or storing any items as deemed necessary for the start-up and through completion of the approved repair work.
5. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, R3SM, Carpenter Helpers, contractor or workers will result in an immediate termination of all repair activities.
6. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
7. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
8. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than three (3) years after completion of the repairs funded under in the Blue Roof Initiative Program.
9. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *three* (3) year affordability period.
10. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **one** (1) year affordability period.
11. ____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. ____ I hereby agree to provide documentation required for case management activities from R3SM, material cost from the City of Hattiesburg and labor cost for Carpenters Helper to participate in the blue roof repairs.
14. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Vera Coleman of 815 Ida Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2009.

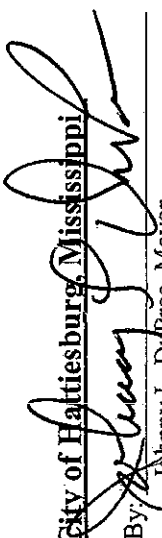
Homeowner's Signature

Spouse's Signature

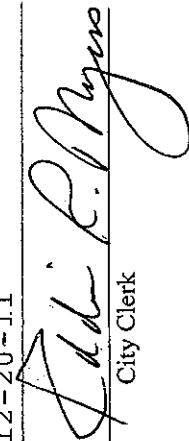
GRANT AWARD

The Homeowner(s), Vera Coleman of 815 Ida Avenue, is hereby awarded a **Blue Roof Initiative Grant** for roof replacement/repair in an amount not to exceed \$5,000.00, on this the ____ day of _____, 2009.

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Mayor

Date: 12-20-11

Attest: 
City Clerk

Contractor

By: _____

Date: _____

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2011-0378

File ID: 2011-0378

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/13/2011

Brief Title: Microenterprise Award - Spiritual Wings Multimedia Services

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/213

Title:

Approve Microenterprise Assistance Award to Spiritual Wings Multimedia Services of 1321 Hardy Street, Ste. A, Vanessa Bouie, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same. {Entitlements}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: Spiritual Wings MAP Agreement, executed Spiritual Wings MAP Agreement

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Franklyn Tate	Approve	12/15/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/15/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
	Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Microenterprise Assistance Award to Spiritual Wings Multimedia Services of 1321 Hardy Street, Ste. A, Vanessa Bouie, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same. {Entitlements}.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
		Yea: 4	President Bradley				
			Council Member Delgado				
			Vice President Ware				
			Council Member Naylor				
		TEL-No Vote:	0				

Text of Legislative File 2011-0378

Title

Approve Microenterprise Assistance Award to Spiritual Wings Multimedia Services of 1321 Hardy Street, Ste. A, Vanessa Bouie, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same. {Entitlements}

Summary

Microenterprise Assistance Award - Spiritual Wings Multimedia Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
MICROENTERPRISE ASSISTANCE AGREEMENT
SPIRITUAL WINGS MULTIMEDIA SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **first (1st) day of January, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Spiritual Wings Multimedia Services**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at 1321 Hardy Street, Suite A in Hattiesburg, Mississippi, and owned by **Vanessa Bouie** for an amount not to exceed **\$15,000.00** and which shall terminate on or before the **thirty-first (31st) day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: creating jobs within the private sector of the City of Hattiesburg, specifically creating jobs to be made available to low- to moderate-income persons.

WHEREAS, such an activity and the creation of such jobs through such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: \$15,000.00

TERM OF AGREEMENT: Effective January 1, 2012 through December 31, 2012.

SCOPE OF WORK: The BUSINESS will utilize CDBG Funds in order to expand its operations and its in-house capabilities and capacity and grow its business in an effort to improve its profitability.

The BUSINESS qualifies for the Microenterprise Assistance Program based on the ownership's status as a low- or moderate-income household. The intention of this program assistance is to provide opportunity for the BUSINESS to further develop its contract/client base. As such, the BUSINESS should include in its reports the number of clients/contracts gathered and handled in-house that would have been outsourced or lost to other service providers in the absence of this assistance.

The BUSINESS will utilize CDBG Funds according to Exhibit “B,” which includes, but may not be limited to equipment as it relates to business expansion, and according to the City’s Microenterprise Assistance Program Guidelines, contained herein as Exhibit “D.”

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

- (i) An employee roster and employee status (full-time/part-time),
- (ii) A detailed account of transactions in which CDBG Funds were utilized,
- (iii) Receipts or other confirming documentation of those transactions, and
- (iv) A brief narrative of the progress the BUSINESS is making in relation to the Business Plan/Work Program submitted and attached herein.

Quarterly Reports are due April 10th, July 10th, October 10th, and December 20th (final report). The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately six (6) months into the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS’s Application/Proposal. All draws against line items below must be allowable by the Microenterprise Program Guidelines, and must be justifiably representative of the line item title.

Printer	\$5,600.00
Video Camcorder	\$2,425.00
Computers	\$2,500.00
Rent	\$4,475.00
Operating Expenses	\$ 0.00
Marketing	<u>\$ 0.00</u>
TOTAL	\$15,000.00

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next

request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a \$0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I

Exhibits and Definitions

1.1 **EXHIBITS:** Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Microenterprise Assistance Application and Business Plan/Proposal (herein referred to as "Work Program")

EXHIBIT B: Budget: Complete Budget information is contained within EXHIBIT A. A budget for CDBG-funded expenditures is found under Scope of Work section, contained herein.

EXHIBIT C: Employee Roster is contained within EXHIBIT A.

EXHIBIT D: Microenterprise Assistance Program Guidelines

1.2 **DEFINITIONS:** As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II

Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:
 - 2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.
- 2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.
- 2.3 A list of the BUSINESS's present officers and members of the Board (names, addresses and telephone numbers)(if applicable).
- 2.4 A list of all employees along with their titles.
- 2.5 Completion of an Authorized Representative Statement.

- 2.6 Completion of a Statement of Accounting System.
- 2.7 Copy of the BUSINESS's/BUSINESS OWNER's last federal income tax return.
- 2.8 The following corporate documents:
 - 2.8.1 Bylaws, resolutions and incumbency certificates for the BUSINESS, certified by the BUSINESS's Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY (if applicable)
- 2.9 All other documentation reasonably required by the CITY.

ARTICLE III

Terms and Procedures

- 3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.
- 3.2 Effective Date and Term: The effective date of this Agreement shall be January 1, 2012 through December 31, 2012. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.
 - 3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records and submit progress reports periodically for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.
- 3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.
- 3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
CDBG Funding and Disbursement Requirements

- 4.1 Compensation: The amount of compensation payable by the CITY to the CITY shall be based on the rates, schedules and conditions described in Exhibit “B” attached hereto, which by this reference is incorporated into this Agreement.
- 4.2 Insurance: Intentionally deleted.
- 4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.
- 4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.
- 4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V
Audit

- 5.0 Audit: Intentionally deleted.

Article VI
Records and Reports

- 6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:
 - 6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.
 - 6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another

program having income qualification criteria at least as restrictive as that used in the definition of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based on HUD’s criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS’s records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the “Retention Period”). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and

subject to the audit and record-keeping requirements described in this Agreement.

- 6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.
 - 6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.
 - 6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.
- 6.3 Provision of Records
- 6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.
 - 6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.
- 6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINESS's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the

cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

- 6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term “related-party transaction” includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

Other CDBG Program Requirements

- 7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).
- 7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.
- 7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.
- 7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.
- 7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.
- 7.8 The BUSINESS shall not assume the CITY’s environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY’s responsibility for initiating the review process under Executive Order 12372.

- 7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).
- 7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.
- 7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.
- 7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).
- 7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.
- 7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.
- 7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX

Remedies, Suspension, Termination

- 9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.
- 9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.
- 9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

- 9.2 Suspension:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:
 - 9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;
 - 9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;

9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or

9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

Miscellaneous Provisions

- 10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.
- 10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.
- 10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.
- 10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.
- 10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.
- 10.7 Conflict of Interest:
 - 10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.
 - 10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.
 - 10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.
 - 10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.

- 10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.
- 10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 General Conditions:

- 10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY of HATTIESBURG
Franklyn L. Tate, Director
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

BUSINESS
Vanessa Bouie, Owner
Spiritual Wings Multimedia Services
1321 Hardy Street
Hattiesburg, MS 39401

- 10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 10.11 Independent Contractor: The BUSINESS and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.

- 10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Spiritual Wings Multimedia Services

By: _____
Johnny L. DuPree, Mayor

By: _____
Vanessa Bouie, Owner

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

CITY OF HATTIESBURG
COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
MICROENTERPRISE ASSISTANCE AGREEMENT
SPIRITUAL WINGS MULTIMEDIA SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **first (1st) day of January, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Spiritual Wings Multimedia Services**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at 1321 Hardy Street, Suite A in Hattiesburg, Mississippi, and owned by **Vanessa Bouie** for an amount not to exceed **\$15,000.00** and which shall terminate on or before the **thirty-first (31st) day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: creating jobs within the private sector of the City of Hattiesburg, specifically creating jobs to be made available to low- to moderate-income persons.

WHEREAS, such an activity and the creation of such jobs through such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: \$15,000.00

TERM OF AGREEMENT: Effective January 1, 2012 through December 31, 2012.

SCOPE OF WORK: The BUSINESS will utilize CDBG Funds in order to expand its operations and its in-house capabilities and capacity and grow its business in an effort to improve its profitability.

The BUSINESS qualifies for the Microenterprise Assistance Program based on the ownership's status as a low- or moderate-income household. The intention of this program assistance is to provide opportunity for the BUSINESS to further develop its contract/client base. As such, the BUSINESS should include in its reports the number of clients/contracts gathered and handled in-house that would have been outsourced or lost to other service providers in the absence of this assistance.

The BUSINESS will utilize CDBG Funds according to Exhibit "B," which includes, but may not be limited to equipment as it relates to business expansion, and according to the City's Microenterprise Assistance Program Guidelines, contained herein as Exhibit "D."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

- (i) An employee roster and employee status (full-time/part-time),
- (ii) A detailed account of transactions in which CDBG Funds were utilized,
- (iii) Receipts or other confirming documentation of those transactions, and
- (iv) A brief narrative of the progress the BUSINESS is making in relation to the Business Plan/Work Program submitted and attached herein.

Quarterly Reports are due April 10th, July 10th, October 10th, and December 20th (final report). The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately six (6) months into the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal. All draws against line items below must be allowable by the Microenterprise Program Guidelines, and must be justifiably representative of the line item title.

Printer	\$5,600.00
Video Camcorder	\$2,425.00
Computers	\$2,500.00
Rent	\$4,475.00
Operating Expenses	\$ 0.00
Marketing	\$ 0.00
TOTAL	\$15,000.00

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next

request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a \$0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I

Exhibits and Definitions

1.1 **EXHIBITS:** Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Microenterprise Assistance Application and Business Plan/Proposal (herein referred to as "Work Program")

EXHIBIT B: Budget: Complete Budget information is contained within EXHIBIT A. A budget for CDBG-funded expenditures is found under Scope of Work section, contained herein.

EXHIBIT C: Employee Roster is contained within EXHIBIT A.

EXHIBIT D: Microenterprise Assistance Program Guidelines

1.2 **DEFINITIONS:** As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II

Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:
 - 2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.
- 2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.
- 2.3 A list of the BUSINESS's present officers and members of the Board (names, addresses and telephone numbers)(if applicable).
- 2.4 A list of all employees along with their titles.
- 2.5 Completion of an Authorized Representative Statement.

- 2.6 Completion of a Statement of Accounting System.
- 2.7 Copy of the BUSINESS's/BUSINESS OWNER's last federal income tax return.
- 2.8 The following corporate documents:
 - 2.8.1 Bylaws, resolutions and incumbency certificates for the BUSINESS, certified by the BUSINESS's Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY (if applicable)
- 2.9 All other documentation reasonably required by the CITY.

ARTICLE III

Terms and Procedures

- 3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.
- 3.2 Effective Date and Term: The effective date of this Agreement shall be September 20, 2011 through September 19, 2012. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.
 - 3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records and submit progress reports periodically for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.
- 3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.
- 3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV

CDBG Funding and Disbursement Requirements

- 4.1 Compensation: The amount of compensation payable by the CITY to the CITY shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.
- 4.2 Insurance: Intentionally deleted.
- 4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.
- 4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.
- 4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V

Audit

- 5.0 Audit: Intentionally deleted.

Article VI

Records and Reports

- 6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:
 - 6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.
 - 6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another

program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based on HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS's records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and

subject to the audit and record-keeping requirements described in this Agreement.

- 6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.
- 6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.
- 6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

- 6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.
- 6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

- 6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINESS's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the

cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

- 6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

Other CDBG Program Requirements

- 7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).
- 7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.
- 7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.
- 7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.
- 7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.
- 7.8 The BUSINESS shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.

- 7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).
- 7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.
- 7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.
- 7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).
- 7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.
- 7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.
- 7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX

Remedies, Suspension, Termination

- 9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.
- 9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.
- 9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

- 9.2 Suspension:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:
 - 9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;
 - 9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;

9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or

9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X
Miscellaneous Provisions

- 10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.
- 10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.
- 10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.
- 10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.
- 10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.
- 10.7 Conflict of Interest:
- 10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.
- 10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.
- 10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.
- 10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.

- 10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.
- 10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 General Conditions:

- 10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY of HATTIESBURG
Franklyn L. Tate, Director
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

BUSINESS
Vanessa Bouie, Owner
Spiritual Wings Multimedia Services
1321 Hardy Street
Hattiesburg, MS 39401

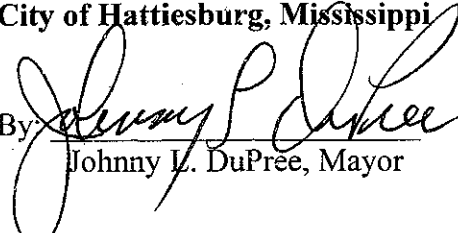
- 10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 10.11 Independent Contractor: The BUSINESS and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.

- 10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

IN WITNESS THEREOF,

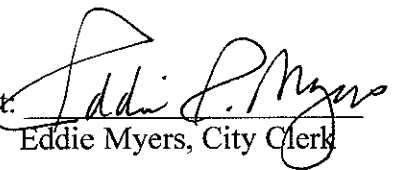
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: 

Johnny L. DuPree, Mayor

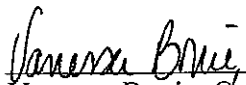
Date: 12-20-2011

Attest: 

Eddie Myers, City Clerk

Date: 12-20-2011

Spiritual Wings Multimedia Services

By: 

Vanessa Bouie, Owner

Date: 12-20-2011

Attest: 

Date: 12-20-2011



City of Hattiesburg, MS

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

Master

File Number: 2011-0376

File ID: 2011-0376

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/13/2011

Brief Title: Microenterprise - Anointed Hands Cleaning Services

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/213-214

Title:

Approve Microenterprise Assistance Award to Anointed Hands Cleaning Services of 400 Jackson Street, Sharon Bobbett, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same. {Entitlements}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: Anointed Hands MAP Agreement, executed Anointed Hands MAP Agreement

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Franklyn Tate	Approve	12/15/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/15/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
	Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Microenterprise Assistance Award to Anointed Hands Cleaning Services of 400 Jackson Street, Sharon Bobbett, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same. {Entitlements}.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
		Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor				
		TEL-No Vote:	0				

Text of Legislative File 2011-0376

Title

Approve Microenterprise Assistance Award to Anointed Hands Cleaning Services of 400 Jackson Street, Sharon Bobbett, Owner, in an amount not to exceed \$15,000 and authorize the Mayor to execute Microenterprise Assistance Agreement in connection with the same. {Entitlements}

Summary

Microenterprise Assistance Award - Anointed Hands Cleaning Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
MICROENTERPRISE ASSISTANCE AGREEMENT

ANOINTED HANDS CLEANING SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **first (1st) day of January, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Anointed Hands Cleaning Services**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at 400 Jackson Street in Hattiesburg, Mississippi, and owned by **Sharon Bobbett** for an amount not to exceed **\$15,000.00** and which shall terminate on or before the **thirty-first (31st) day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: creating jobs within the private sector of the City of Hattiesburg, specifically creating jobs to be made available to low- to moderate-income persons.

WHEREAS, such an activity and the creation of such jobs through such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: \$15,000.00

TERM OF AGREEMENT: Effective January 1, 2012 through December 31, 2012.

SCOPE OF WORK: The BUSINESS will utilize CDBG Funds in order to expand its operations in residential and commercial lines, hire additional employees, and grow its business in an effort to improve its profitability.

The BUSINESS will create one new full-time equivalent (FTE) position during the course of the effective dates, and as a result of this Agreement. One FTE is not limited to one full-time person, and may be achieved through new part-time positions created, that considered together, equate to a full-time position.

The BUSINESS will utilize CDBG Funds according to Exhibit "B," which includes, but may not be limited to equipment as it relates to business expansion, and according to the City's Microenterprise Assistance Program Guidelines, contained herein as Exhibit "D."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

- (i) An employee roster and employee status (full-time/part-time),
- (ii) A detailed account of transactions in which CDBG Funds were utilized,
- (iii) Receipts or other confirming documentation of those transactions, and
- (iv) A brief narrative of the progress the BUSINESS is making in relation to the Business Plan/Work Program submitted and attached herein.

Quarterly Reports are due April 10th, July 10th, October 10th, and December 20th (final report). The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately six (6) months into the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal. All draws against line items below must be allowable by the Microenterprise Program Guidelines, and must be justifiably representative of the line item title.

Equipment	\$15,000.00
Operating Expenses	\$ 0.00
Supply Expenses	<u>\$ 0.00</u>
TOTAL	\$15,000.00

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a \$0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the

program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I

Exhibits and Definitions

- 1.1 **EXHIBITS:** Attached hereto and forming a part of this Agreement are the following Exhibits:
- EXHIBIT A: Original Microenterprise Assistance Application and Business Plan/Proposal (herein referred to as “Work Program”)
- EXHIBIT B: Budget: Complete Budget information is contained within EXHIBIT A. A budget for CDBG-funded expenditures is found under Scope of Work section, contained herein.
- EXHIBIT C: Employee Roster as of 11/17/2011
- EXHIBIT D: Microenterprise Assistance Program Guidelines
- 1.2 **DEFINITIONS:** As used herein the following terms shall mean:
- Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended
- Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
- CDBG Program: Community Development Block Grant Program
- CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements
- Department: The City of Hattiesburg Department of Federal & State Programs

- Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.
- Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area
- U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II

Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:
 - 2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.
- 2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.
- 2.3 A list of the BUSINESS's present officers and members of the Board (names, addresses and telephone numbers)(if applicable).
- 2.4 A list of all employees along with their titles.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 Copy of the BUSINESS's/BUSINESS OWNER's last federal income tax return.
- 2.8 The following corporate documents:
 - 2.8.1 Bylaws, resolutions and incumbency certificates for the BUSINESS, certified by the BUSINESS's Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY (if applicable)

- 2.9 All other documentation reasonably required by the CITY.

ARTICLE III

Terms and Procedures

- 3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.
- 3.2 Effective Date and Term: The effective date of this Agreement shall be January 1, 2012 through December 31, 2012. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.
- 3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records and submit progress reports periodically for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.
- 3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.
- 3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV

CDBG Funding and Disbursement Requirements

- 4.1 Compensation: The amount of compensation payable by the CITY to the CITY shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.
- 4.2 Insurance: Intentionally deleted.

- 4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.
- 4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.
- 4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V

Audit

- 5.0 Audit: Intentionally deleted.

Article VI

Records and Reports

- 6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:
- 6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.
- 6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that

determines persons to be “low- and moderate-income persons” based on HUD’s criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS’s records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the “Retention Period”). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time

as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINESS's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party

transaction. The term “related-party transaction” includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

Other CDBG Program Requirements

- 7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).
- 7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.
- 7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.
- 7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.
- 7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.
- 7.8 The BUSINESS shall not assume the CITY’s environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY’s responsibility for initiating the review process under Executive Order 12372.
- 7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- 7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).
- 7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.
- 7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.
- 7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).
- 7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.
- 7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.
- 7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX

Remedies, Suspension, Termination

- 9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.
- 9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.
- 9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:
 - 9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;
 - 9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;
 - 9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or
 - 9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.
- 9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.
- 9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.
- 9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the

reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

Miscellaneous Provisions

10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.

- 10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.
- 10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.
- 10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.
- 10.7 Conflict of Interest:
- 10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.
- 10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.
- 10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.
- 10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.
- 10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.
- 10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
- 10.10 General Conditions:
- 10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such

notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY of HATTIESBURG
Franklyn L. Tate, Director
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

BUSINESS
Sharon Bobbett, Owner
Anointed Hands Cleaning Services
400 Jackson Street
Hattiesburg, MS 39401

- 10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 10.11 Independent Contractor: The BUSINESS and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.
- 10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Anointed Hands Cleaning Services

By: _____
Johnny L. DuPree, Mayor

By: _____
Sharon Bobbett, Owner

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

CITY OF HATTIESBURG
COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
MICROENTERPRISE ASSISTANCE AGREEMENT

ANOINTED HANDS CLEANING SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **first (1st) day of January, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Anointed Hands Cleaning Services**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at 400 Jackson Street in Hattiesburg, Mississippi, and owned by **Sharon Bobbett** for an amount not to exceed **\$15,000.00** and which shall terminate on or before the **thirty-first (31st) day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: creating jobs within the private sector of the City of Hattiesburg, specifically creating jobs to be made available to low- to moderate-income persons.

WHEREAS, such an activity and the creation of such jobs through such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: \$15,000.00

TERM OF AGREEMENT: Effective January 1, 2012 through December 31, 2012.

SCOPE OF WORK: The BUSINESS will utilize CDBG Funds in order to expand its operations in residential and commercial lines, hire additional employees, and grow its business in an effort to improve its profitability.

The BUSINESS will create one new full-time equivalent (FTE) position during the course of the effective dates, and as a result of this Agreement. One FTE is not limited to one full-time person, and may be achieved through new part-time positions created, that considered together, equate to a full-time position.

The BUSINESS will utilize CDBG Funds according to Exhibit "B," which includes, but may not be limited to equipment as it relates to business expansion, and according to the City's Microenterprise Assistance Program Guidelines, contained herein as Exhibit "D."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

- (i) An employee roster and employee status (full-time/part-time),
- (ii) A detailed account of transactions in which CDBG Funds were utilized,
- (iii) Receipts or other confirming documentation of those transactions, and
- (iv) A brief narrative of the progress the BUSINESS is making in relation to the Business Plan/Work Program submitted and attached herein.

Quarterly Reports are due April 10th, July 10th, October 10th, and December 20th (final report). The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately six (6) months into the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal. All draws against line items below must be allowable by the Microenterprise Program Guidelines, and must be justifiably representative of the line item title.

Equipment	\$15,000.00
Operating Expenses	\$ 0.00
Supply Expenses	\$ 0.00
TOTAL	\$15,000.00

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a \$0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the

program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I

Exhibits and Definitions

1.1 EXHIBITS:

Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Microenterprise Assistance Application and Business Plan/Proposal (herein referred to as "Work Program")

EXHIBIT B: Budget: Complete Budget information is contained within EXHIBIT A. A budget for CDBG-funded expenditures is found under Scope of Work section, contained herein.

EXHIBIT C: Employee Roster as of 11/17/2011

EXHIBIT D: Microenterprise Assistance Program Guidelines

1.2 DEFINITIONS:

As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II

Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:
 - 2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.
- 2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.
- 2.3 A list of the BUSINESS's present officers and members of the Board (names, addresses and telephone numbers)(if applicable).
- 2.4 A list of all employees along with their titles.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 Copy of the BUSINESS's/BUSINESS OWNER's last federal income tax return.
- 2.8 The following corporate documents:
 - 2.8.1 Bylaws, resolutions and incumbency certificates for the BUSINESS, certified by the BUSINESS's Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY (if applicable)

- 2.9 All other documentation reasonably required by the CITY.

ARTICLE III

Terms and Procedures

- 3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.
- 3.2 Effective Date and Term: The effective date of this Agreement shall be September 20, 2011 through September 19, 2012. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.
- 3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records and submit progress reports periodically for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.
- 3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.
- 3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV

CDBG Funding and Disbursement Requirements

- 4.1 Compensation: The amount of compensation payable by the CITY to the CITY shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.
- 4.2 Insurance: Intentionally deleted.

- 4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.
- 4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.
- 4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V

Audit

- 5.0 Audit: Intentionally deleted.

Article VI

Records and Reports

- 6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:
- 6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.
- 6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that

determines persons to be "low- and moderate-income persons" based on HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS's records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time

as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINESS's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party

transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

Other CDBG Program Requirements

- 7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).
- 7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.
- 7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.
- 7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.
- 7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.
- 7.8 The BUSINESS shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.
- 7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- 7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).
- 7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.
- 7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.
- 7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).
- 7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.
- 7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.
- 7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX

Remedies, Suspension, Termination

- 9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.
- 9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.
- 9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:
 - 9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;
 - 9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;
 - 9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or
 - 9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.
- 9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.
- 9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.
- 9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the

reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

- 9.3.1 **Termination Because of Lack of Funds:** In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.
- 9.3.2 **Termination for Breach:** The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.
- 9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

Miscellaneous Provisions

- 10.1 **Indemnification:** The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.
- 10.2 **Amendments:** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.

- 10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.
- 10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.
- 10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.
- 10.7 Conflict of Interest:
- 10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.
- 10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.
- 10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.
- 10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.
- 10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.
- 10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
- 10.10 General Conditions:
- 10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such

notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY of HATTIESBURG
Franklyn L. Tate, Director
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

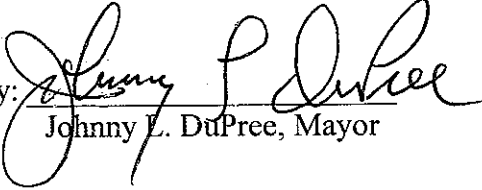
BUSINESS
Sharon Bobbett, Owner
Anointed Hands Cleaning Services
400 Jackson Street
Hattiesburg, MS 39401

- 10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 10.11 Independent Contractor: The BUSINESS and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.
- 10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

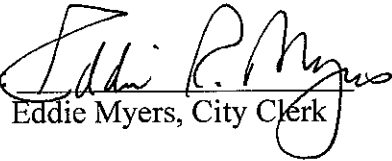
IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

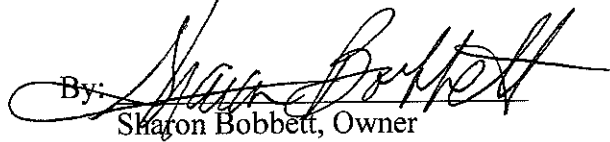
By: 
Johnny L. DuPree, Mayor

Date: 12-20-2011

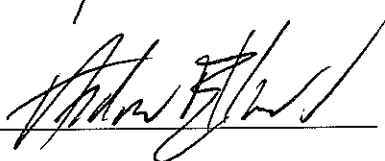
Attest: 
Eddie Myers, City Clerk

Date: 12-20-2011

Anointed Hands Cleaning Services

By: 
Sharon Bobbett, Owner

Date: 1/4/12

Attest: 

Date: 1/4/12



City of Hattiesburg, MS

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

Master

File Number: 2011-0363

File ID: 2011-0363

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/08/2011

Brief Title: Amended Agreement w/ Subrecipient - USM Family
Network Partnership

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/214

Title:

Approve Amendment to the Subrecipient Agreement with The University of Southern Mississippi School of Social Work's Family Network Partnership (found at MB 2010-4 / 38-48 and amended at MB 2010-6/711-712) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: 2011 Amendment & Extension for USM's FNP
Subrecip Agreement 2010-2011, Executed USM

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/8/2011	Franklyn Tate	Approve	12/12/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/9/2011	Eddie Myers	Approve	12/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Approve Amendment to the Subrecipient Agreement with The University of Southern Mississippi School of Social Work's Family Network Partnership (found at MB 2010-4 / 38-48 and amended at MB 2010-6/711-712) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
			Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor			
			TEL-No Vote: 0				

Text of Legislative File 2011-0363

Title

Approve Amendment to the Subrecipient Agreement with The University of Southern Mississippi School of Social Work's Family Network Partnership (found at MB 2010-4 / 38-48 and amended at MB 2010-6/711-712) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amended Agreement w/ Subrecipient - USM Family Network Partnership

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
The University of Southern Mississippi's
School of Social Work's Family Network Partnership

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this sixth day of July, 2010 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and The University of Southern Mississippi's Family Network Partnership, (herein called the "Subrecipient"), located in the City of Hattiesburg (1105 McInnis Avenue) for an amount not to exceed \$33,000.00 and which shall terminate on or before the **31th day of December 2012**, unless amended by written instrument as provided for herein.

Part I - Section C:

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Facility Improvements	07/01/2010 – 12/31/2012
Program Implementation	07/01/2010– 12/31/2012

Part II (Time of Performance)

Services of the Subrecipient shall start on the first day of July, 2010 and end on the **31st day, December, 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

**University of Southern Mississippi's
Family Network Partnership**

By: _____
Johnny L. DuPree, Mayor

By: _____
Denis Wiesenburg, VP for Research

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and

The University of Southern Mississippi's
School of Social Work's Family Network Partnership

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this sixth day of July, 2010 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and The University of Southern Mississippi's Family Network Partnership, (herein called the "Subrecipient"), located in the City of Hattiesburg (1105 McInnis Avenue) for an amount not to exceed \$33,000.00 and which shall terminate on or before the 31th day of December 2012, unless amended by written instrument as provided for herein.

Part I - Section C:

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

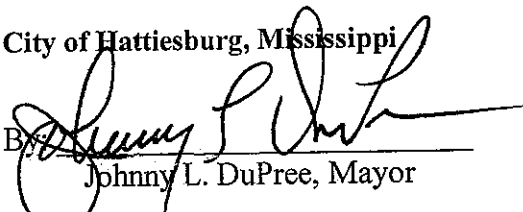
TASK/ PROGRAM GOAL	DATE
Facility Improvements	07/01/2010 – 12/31/2012
Program Implementation	07/01/2010– 12/31/2012

Part II (Time of Performance)

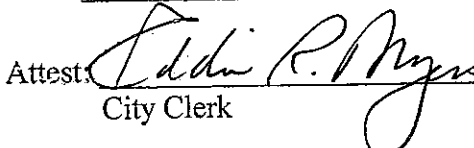
Services of the Subrecipient shall start on the first day of July, 2010 and end on the 31st day, December, 2012. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

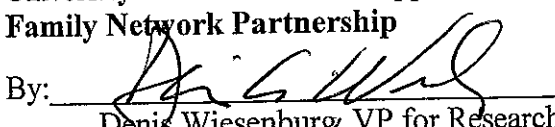
By: 
Johnny L. DuPree, Mayor

Date: 12-20-11

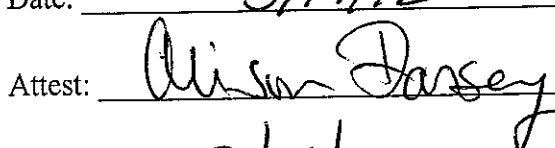
Attest: 
City Clerk

Date: 12-20-11

University of Southern Mississippi's
Family Network Partnership

By: 
Denis Wiesenburg, VP for Research

Date: 3/19/12

Attest: 

Date: 3/19/12



City of Hattiesburg, MS

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

Master

File Number: 2011-0362

File ID: 2011-0362

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/08/2011

Brief Title: Amended Agreement w/ Subrecipient - R3SM

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/214

Title:

Approve Amendment to the Subrecipient Agreement with R3SM (found at MB 2011-2 / 267-281) and authorize Mayor to execute agreement in triplicate for same.
{Entitlement - CDBG}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-15

Sponsors:

Enactment Date:

Attachments: 2011 Amendment for Extension for R3SM Basic Rehab Subrecip Agreement, Executed R3SM

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/8/2011	Franklyn Tate	Approve	12/12/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/9/2011	Eddie Myers	Approve	12/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Approve Amendment to the Subrecipient Agreement with R3SM (found at MB 2011-2 / 267-281) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
		Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor				
		TEL-No Vote:	0				

Text of Legislative File 2011-0362

Title

Approve Amendment to the Subrecipient Agreement with R3SM (found at MB 2011-2 / 267-281) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amended Agreement w/ Subrecipient - R3SM

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
R3SM

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 8th day of February, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and R3SM, (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1715 Hardy Street, Hattiesburg, MS 39401) for an amount not to exceed \$15,000. For the purposes of this agreement, project is defined as Basic Rehabilitation as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (A)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

Part I (Scope of Services), Section C (Implementation Schedule):

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Identify four (4) eligible projects	March 1, 2012
Complete orientations & begin projects	May 1, 2012
Complete projects	October 1, 2012
Complete & submit final report	December 20, 2012

Part II (Time of Performance)

Services of the Subrecipient shall start on the 22nd day of March 2011, and end on the **31st day, December, 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

R3SM

By: _____
Johnny L. DuPree, Mayor

By: _____
Sheila Varnado

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
R3SM

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 8th day of February, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and R3SM, (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1715 Hardy Street, Hattiesburg, MS 39401) for an amount not to exceed \$15,000. For the purposes of this agreement, project is defined as Basic Rehabilitation as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (A)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

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Services of the Subrecipient shall start on the 22nd day of March 2011, and end on the **31st day, December, 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

R3SM

By: _____

Sheila Varnado

Date: 12-20-11

Date: 12-20-11

Attest: _____

City Clerk

Attest: _____

Date: 12-20-11

Date: 12-20-11



City of Hattiesburg, MS

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

Master

File Number: 2011-0361

File ID: 2011-0361

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/08/2011

Brief Title: Amended Agreement w/ Subrecipient - Hattiesburg
Area Habitat for Humanity

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/214-215

Title:

Approve Amendment to the Subrecipient Agreement with Hattiesburg Area
Habitat for Humanity (found at MB 2011-1 / 278-293) and authorize Mayor to
execute agreement in triplicate for same. {Entitlement - CDBG}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: 2011 Amendment for Extension for Habitat for
Humanity Basic Rehab Subrecip Agreement,
Executed Habitat

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/8/2011	Franklyn Tate	Approve	12/12/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/9/2011	Eddie Myers	Approve	12/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Approve Amendment to the Subrecipient Agreement with Hattiesburg Area Habitat for Humanity (found at MB 2011-1 / 278-293) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
		Yea: 4	President Bradley				
			Council Member Delgado				
			Vice President Ware				
			Council Member Naylor				
		TEL-No Vote:	0				

Text of Legislative File 2011-0361

Title

Approve Amendment to the Subrecipient Agreement with Hattiesburg Area Habitat for Humanity (found at MB 2011-1 / 278-293) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amended Agreement w/ Subrecipient - Hattiesburg Area Habitat for Humanity

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Hattiesburg Area Habitat for Humanity

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 8th day of February, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Hattiesburg Area Habitat for Humanity (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (5191 Highway 42, Hattiesburg, MS 39401) for an amount not to exceed \$15,000. For the purposes of this agreement, project is defined as Basic Rehabilitation as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (A)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

Part I (Scope of Services), Section C (Implementation Schedule):

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

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Complete projects	October 1, 2012
Complete & submit final report	December 20, 2012

Part II (Time of Performance)

Services of the Subrecipient shall start on the 8th day of February 2011, and end on the **31st day, December, 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

Hattiesburg Area Habitat for Humanity

By: _____
Johnny L. DuPree, Mayor

By: _____
Mike Pascarella

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Hattiesburg Area Habitat for Humanity

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 8th day of February, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Hattiesburg Area Habitat for Humanity (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (5191 Highway 42, Hattiesburg, MS 39401) for an amount not to exceed \$15,000. For the purposes of this agreement, project is defined as Basic Rehabilitation as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (A)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

Part I (Scope of Services), Section C (Implementation Schedule):

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

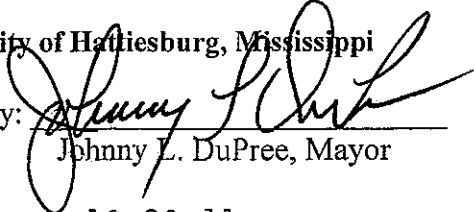
TASK/ PROGRAM GOAL	DATE
Identify four (4) eligible projects	March 1, 2012
Complete orientations & begin projects	May 1, 2012
Complete projects	October 1, 2012
Complete & submit final report	December 20, 2012

Part II (Time of Performance)

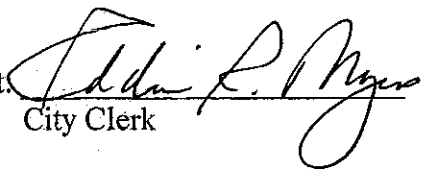
Services of the Subrecipient shall start on the 8th day of February 2011, and end on the **31st day, December, 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

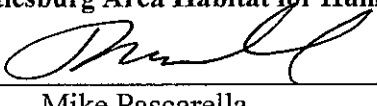
By: 
Johnny L. DuPree, Mayor

Date: 12-20-11

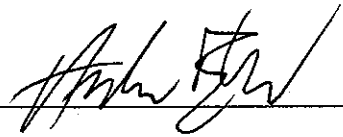
Attest: 
City Clerk

Date: 12-20-11

Hattiesburg Area Habitat for Humanity

By: 
Mike Pascarella

Date: 12-20-11

Attest: 

Date: 12-20-11



City of Hattiesburg, MS

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

Master

File Number: 2011-0359

File ID: 2011-0359

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/08/2011

Brief Title: Amended Agreement w/ Subrecipient - Housing Alternatives

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/215

Title:

Approve Amendment to the Subrecipient Agreement with Housing Alternatives in Hattiesburg (found at MB 2010-6 / 449-458 and amended at MB2010-6/710-711) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-17

Sponsors:

Enactment Date:

Attachments: 2011 Amendment for Extension for Housing Alternatives Emergency Repair Subrecip Agreement, Executed Housing

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/8/2011	Franklyn Tate	Approve	12/12/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/9/2011	Eddie Myers	Approve	12/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Approve Amendment to the Subrecipient Agreement with Housing Alternatives in Hattiesburg (found at MB 2010-6 / 449-458 and amended at MB2010-6/710-711) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Ware and Naylor							
Absent: 1 - Carroll							
Yea: 4 President Bradley Council Member Delgado Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2011-0359

Title

Approve Amendment to the Subrecipient Agreement with Housing Alternatives in Hattiesburg (found at MB 2010-6 / 449-458 and amended at MB2010-6/710-711) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amended Agreement w/ Subrecipient - Housing Alternatives

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Housing Alternatives

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 16th day of November, 2010 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Housing Alternatives in Hattiesburg, Inc. (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (4100 Mamie Street) for an amount not to exceed \$10,000.00 per project and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

Part I (Scope of Services), Section C (Implementation Schedule):

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	November 16, 2010 – December 31, 2012

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

Housing Alternatives in Hattiesburg

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Housing Alternatives

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 16th day of November, 2010 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Housing Alternatives in Hattiesburg, Inc. (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (4100 Mamie Street) for an amount not to exceed \$10,000.00 per project and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the 31st day of December 2012, unless amended by written instrument as provided for herein.

Part I (Scope of Services), Section C (Implementation Schedule):

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	November 16, 2010 – December 31, 2012

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: 12-20-11

Attest: _____

City Clerk

Date: 12-20-11

Housing Alternatives in Hattiesburg

By: _____

Date: 2/27/12

Attest: _____

Date: 2/27/12



City of Hattiesburg, MS

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

Master

File Number: 2011-0360

File ID: 2011-0360

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/08/2011

Brief Title: Amended Agreement w/ Subrecipient - Pinebelt
Community Services

Final Action: 12/20/2011

Minute Book Number: MB2011-6/215

Title:

Approve Amendment to the Subrecipient Agreement with Pinebelt Community Services (found at MB 2011-1 / 6-15) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-18

Sponsors:

Enactment Date:

Attachments: 2011 Amendment for Extension for Pinebelt
Community Services Emergency Repair Subrecip
Agreement, Executed Pine Belt Com

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/8/2011	Franklyn Tate	Approve	12/12/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/9/2011	Eddie Myers	Approve	12/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Approve Amendment to the Subrecipient Agreement with Pinebelt Community Services (found at MB 2011-1 / 6-15) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
			Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor			
			TEL-No Vote:	0			

Text of Legislative File 2011-0360

Title

Approve Amendment to the Subrecipient Agreement with Pinebelt Community Services (found at MB 2011-1 / 6-15) and authorize Mayor to execute agreement in triplicate for same.
{Entitlement - CDBG}

Summary

Amended Agreement w/ Subrecipient - Pinebelt Community Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Pinebelt Community Services

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 4th day of January, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main Street) for an amount not to exceed \$10,000.00 per project and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

Part I (Scope of Services), Section C (Implementation Schedule):

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	January 4, 2011 – December 31, 2012

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

Pinebelt Community Services

By: _____
Johnny L. DuPree, Mayor

By: _____
Kenneth E. Fairley

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Pinebelt Community Services

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 4th day of January, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main Street) for an amount not to exceed \$10,000.00 per project and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

Part I (Scope of Services), Section C (Implementation Schedule):

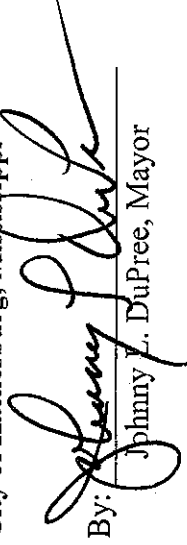
Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

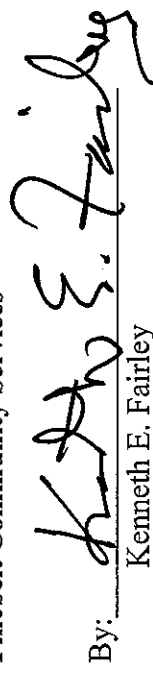
TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	January 4, 2011 – December 31, 2012

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

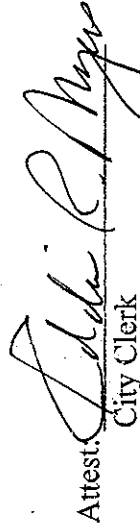
Pinebelt Community Services

By: 
Johnny L. DuPree, Mayor

By: 
Kenneth E. Fairley

Date: 12-20-11

Date: 12-20-11

Attest: 
City Clerk

Attest: 

Date: 12-20-11

Date: 12-20-11



City of Hattiesburg, MS

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

Master

File Number: 2011-0358

File ID: 2011-0358

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/08/2011

Brief Title: Amended Agreement with Subrecipient - Carpenter's Helper

Final Action: 12/20/2011

Minute Book Number: MB2011-6/215-216

Title:

Approve Amendment to the Subrecipient Agreement with Carpenter's Helper (found at MB 2009-6 / 382-394 and amended at MB 2010-6/448) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-19

Sponsors:

Enactment Date:

Attachments: 2011 Amendment & Extension for Carpenters Helper
Blue Roof Subrecip Agreement, Executed
Carpenter's Helper

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/8/2011	Franklyn Tate	Approve	12/12/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/9/2011	Eddie Myers	Approve	12/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011	Approve				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Approve Amendment to the Subrecipient Agreement with Carpenter's Helper (found at MB 2009-6 / 382-394 and amended at MB 2010-6/448) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
			Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor			
			TEL-No Vote:	0			

Text of Legislative File 2011-0358

Title

Approve Amendment to the Subrecipient Agreement with Carpenter's Helper (found at MB 2009-6 / 382-394 and amended at MB 2010-6/448) to extend the term to December 31, 2012 (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amended Agreement with Subrecipient - Carpenter's Helper

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Carpenter's Helper

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 17th day of November, 2009 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and The Carpenter's Helper (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (629 North Main Street) for an amount not to exceed \$5,000.00 per project and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as a roof repair performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

Page 2-Section C:

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Repair roofs and associated components as listed above on single-family owner-occupied homes within the city limits	November 17, 2009- December 31, 2012

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

Carpenter's Helper

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Carpenter's Helper

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 17th day of November, 2009 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and The Carpenter's Helper (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (629 North Main Street) for an amount not to exceed \$5,000.00 per project and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as a roof repair performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the 31st day of December 2012, unless amended by written instrument as provided for herein.

Page 2-Section C:

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Repair roofs and associated components as listed above on single-family owner-occupied homes within the city limits	November 17, 2009- December 31, 2012

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: 12-20-11

Attest: _____

City Clerk

Date: 12-20-11

Carpenter's Helper

By: _____

Date: 12-20-11

Attest: _____

Date: 12-20-11



City of Hattiesburg, MS

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

Master

File Number: 2011-0347

File ID: 2011-0347

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 12/02/2011

Brief Title: Municipal Compliance Questionnaire for fiscal year
ending September 30, 2011

Final Action: 12/20/2011

Minute Book Number: MB 2011-6/216

Title:

Authorize the Mayor and City Clerk to execute Certification to the Municipal
Compliance Questionnaire for fiscal year ending September 30, 2011.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VI.-20

Sponsors:

Enactment Date:

Attachments: Municipal Compliance Questionnaire - 2011,
Executed.compliance

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1		Marilyn Schwandt - FYI	Notified - FYI	
2	2		Kermas Eaton - FYI	Notified - FYI	
2	3		Verlina Underwood - FYI	Notified - FYI	
2	4		Michael Pope - FYI	Notified - FYI	
2	5		Connie Everett - FYI	Notified - FYI	
2	6		Debbie Bernardo - FYI	Notified - FYI	
2	7		Eddie Myers	Escalated	12/4/2011
2	8	1/17/2012	Debbie Bernardo	Approve	12/6/2011
2	9		Marilyn Schwandt - FYI	Notified - FYI	
2	10		Kermas Eaton - FYI	Notified - FYI	
2	11		Verlina Underwood - FYI	Notified - FYI	
2	12		Michael Pope - FYI	Notified - FYI	
2	13		Connie Everett - FYI	Notified - FYI	
2	14		Debbie Bernardo - FYI	Notified - FYI	
2	15	1/17/2012	Eddie Myers	Approve	1/19/2012

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	12/20/2011	Authorize				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2011.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Delgado, Ware and Naylor						
	Absent: 1 - Carroll						
		Yea: 4	President Bradley Council Member Delgado Vice President Ware Council Member Naylor				
		TEL-No Vote:	0				

Text of Legislative File 2011-0347

Title

Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2011.

Summary

Municipal Compliance Questionnaire for fiscal year ending September 30, 2011.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
City of Hattiesburg
P.O. Box 1898 Hattiesburg, MS 39403-1898
2. List the date and population of the latest official U.S. Census or most recent official census:
2010 45,989
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
** See attached list **
4. Period of time covered by this questionnaire:
From: October 1, 2010 To: September 30, 2011
5. Expiration date of current elected officials' term: June 30, 2013

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2011

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | <u>Y</u> |
| · Board or council members (Sec. 21-17-5) | |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| · Municipal clerk (Section 21-15-38) | <u>Y</u> |
| · Deputy clerk (Section 21-15-23) | <u>Y</u> |
| · Chief of police (Section 21-21-1) | <u>Y</u> |
| · Deputy police (Section 45-5-9) (if hired under this law) | <u>Y</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)	Y _____
---	------------

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7)	Y _____
--	------------

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)	Y _____
--	------------

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)	Y _____
---	------------

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)	Y _____
---	------------

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)	Y _____
---	------------

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)	Y _____
--	------------

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)	Y _____
---	------------

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)	Y _____
--	------------

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)	Y _____
--	------------

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)	Y _____
---	------------

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)	<u>Y</u>
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)	<u>Y</u>
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)	<u>Y</u>
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)	<u>Y</u>
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)	<u>Y</u>
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]	<u>Y</u>
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)	<u>Y</u>
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?	<u>Y</u>
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)	<u>Y</u>

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]	<u>Y</u>
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]	<u>Y</u>
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]	<u>Y</u>
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)	<u>Y</u>

PART IV - Bonds and Other Debt

- | | | |
|----|--|----------|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | <u>Y</u> |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | <u>Y</u> |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | <u>Y</u> |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | <u>Y</u> |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | <u>Y</u> |

PART V - Taxes and Other Receipts

- | | | |
|----|--|------------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | <u>Y</u> |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | <u>Y</u> |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | <u>N/A</u> |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | <u>Y</u> |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | <u>Y</u> |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | <u>Y</u> |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | <u>Y</u> |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | <u>Y</u> |
| 9. | Has the municipality levied or appropriated not less than 1/4 | |

mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)

Y

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)

Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)

Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)

Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)

Y

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348)

Y

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)

Y

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2011

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Hattiesburg, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

ELECTED OFFICIALS
CITY OF HATTIESBURG, MISSISSIPPI
JULY, 2009-JUNE, 2013

Mayor

Johnny L. DuPree
1028 North Main St.
Hattiesburg, MS 39401
(W)601-545-4501

Ward 1 Councilman

Kim Bradley
4219 Lincoln Rd. Extension
Hattiesburg, MS 39402
(W)601-261-5060

Ward 2 Councilwoman

Deborah Denard Delgado
304 Williams
Hattiesburg, MS 39401
(H)601-582-2560

Ward 3 Councilman

Carter Carroll
205 Lynnwood Circle
Hattiesburg, MS 39402
(H)601-268-7583
(W)601-545-4551

Ward 4 Councilman

Dave Ware
402 Rebecca Ave.
Hattiesburg, MS 39401
(C)601-297-7629

Ward 5 Councilman

Henry E. Naylor
7 Langston Rd.
Hattiesburg, MS 39401
(H)601-584-6160
(W)601-545-4551

City Attorney

Charles Lawrence
1105 Edwards St.
Hattiesburg, MS 39401
(W)601-582-4157

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Hattiesburg

P.O. Box 1898 Hattiesburg, MS 39403-1898

2. List the date and population of the latest official U.S. Census or most recent official census:
2010 45,989

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
** See attached list **

4. Period of time covered by this questionnaire:

From: October 1, 2010

To: September 30, 2011

5. Expiration date of current elected officials' term: June 30, 2013

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2011

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|------------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y
_____ |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y
_____ |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y
_____ |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | Y
_____ |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | Y
_____ |
| 5. Are all required personnel covered by appropriate surety bonds? | Y
_____ |
| • Board or council members (Sec. 21-17-5) | |
| • Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y
_____ |
| • Municipal clerk (Section 21-15-38) | Y
_____ |
| • Deputy clerk (Section 21-15-23) | Y
_____ |
| • Chief of police (Section 21-21-1) | Y
_____ |
| • Deputy police (Section 45-5-9) (if hired under this law) | Y
_____ |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y
_____ |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | Y
_____ |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y
_____ |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y
_____ |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y
_____ |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)

Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)

Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)

Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

Y

- | | |
|--|------------|
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y
<hr/> |
| 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y
<hr/> |
| 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y
<hr/> |
| 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y
<hr/> |
| 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y
<hr/> |
| 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] | Y
<hr/> |
| 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) | Y
<hr/> |
| 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y
<hr/> |
| 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y
<hr/> |

PART III - Purchasing and Receiving

- | | |
|---|------------|
| 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y
<hr/> |
| 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y
<hr/> |
| 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y
<hr/> |
| 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y
<hr/> |

PART IV - Bonds and Other Debt

- | | | |
|----|--|----------|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | <u>Y</u> |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | <u>Y</u> |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | <u>Y</u> |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | <u>Y</u> |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | <u>Y</u> |

PART V - Taxes and Other Receipts

- | | | |
|----|--|------------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | <u>Y</u> |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | <u>Y</u> |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | <u>N/A</u> |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | <u>Y</u> |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | <u>Y</u> |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | <u>Y</u> |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | <u>Y</u> |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | <u>Y</u> |
| 9. | Has the municipality levied or appropriated not less than 1/4 | |

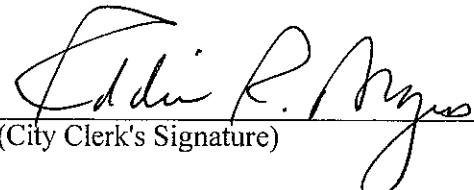
- mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

(MUNICIPAL NAME)

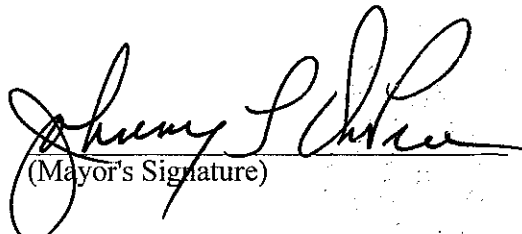
Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 11

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Hattiesburg, and, to the best of our knowledge and belief, all responses are accurate.


(City Clerk's Signature)

12-20-11
(Date)


(Mayor's Signature)

12-20-11
(Date)

Minute Book References:

Book Number 2011-6

Page 216

(Clerk is to enter minute book references when questionnaire is accepted by board.)

ELECTED OFFICIALS
CITY OF HATTIESBURG, MISSISSIPPI
JULY, 2009-JUNE, 2013

Mayor

Johnny L. DuPree
1028 North Main St.
Hattiesburg, MS 39401
(W)601-545-4501

Ward 1 Councilman

Kim Bradley
4219 Lincoln Rd. Extension
Hattiesburg, MS 39402
(W)601-261-5060

Ward 2 Councilwoman

Deborah Denard Delgado
304 Williams
Hattiesburg, MS 39401
(H)601-582-2560

Ward 3 Councilman

Carter Carroll
205 Lynnwood Circle
Hattiesburg, MS 39402
(H)601-268-7583
(W)601-545-4551

Ward 4 Councilman

Dave Ware
402 Rebecca Ave.
Hattiesburg, MS 39401
(C)601-297-7629

Ward 5 Councilman

Henry E. Naylor
7 Langston Rd.
Hattiesburg, MS 39401
(H)601-584-6160
(W)601-545-4551

City Attorney

Charles Lawrence
1105 Edwards St.
Hattiesburg, MS 39401
(W)601-582-4157



City of Hattiesburg, MS

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

Master

File Number: 2011-0344

File ID: 2011-0344

Type: Regular Agenda Item

Status: Agenda Ready

Version: 4

Reference:

In Control: City Council

Requester: Land Code

Cost:

File Created: 12/01/2011

Brief Title: Copier Maintenance Contract

Final Action:

Minute Book Number: MB 2011-6/216

Title:

Authorize Mayor to renew Maintenance Contract between the City of Hattiesburg and R J Young Company for maintenance on Cannon 2550 copier located in Urban Development Land Code Division in the amount of \$5496.22 for the period beginning October 28, 2011 thru October 28, 2012

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: COPIER MAINTENANCE 10.28.11

Enactment Number:

Contact:

Meeting Date:

Drafter: Sherry Liggins

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
4	1	12/14/2011	Sherry Liggins	Approve	12/16/2011
4	2	12/14/2011	Wiley Quinn	Approve	12/16/2011
4	3	12/14/2011	Bill Rodgers	Approve	12/16/2011
4	4	12/14/2011	Pattie Brantley	Approve	12/17/2011
4	5		Lisa Reid - FYI	Notified - FYI	
4	6		Chris Carr - FYI	Notified - FYI	
4	7		Marilyn Schwandt - FYI	Notified - FYI	
4	8		Kermas Eaton - FYI	Notified - FYI	
4	9		Debbie Bernardo - FYI	Notified - FYI	
4	10		Connie Everett - FYI	Notified - FYI	
4	11		Verlina Underwood - FYI	Notified - FYI	
4	12		Michael Pope - FYI	Notified - FYI	
4	13	12/14/2011	Eddie Myers	Approve	12/17/2011
4	14		Debbie Bernardo - FYI	Notified - FYI	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
4	City Council	12/20/2011					

Text of Legislative File 2011-0344**Title**

Authorize Mayor to renew Maintenance Contract between the City of Hattiesburg and R J Young Company for maintenance on Cannon 2550 copier located in Urban Development Land Code Division in the amount of \$5496.22 for the period beginning October 28, 2011 thru October 28, 2012

Summary

copier Maintenance Contract

Budget Information**Expenditure Type****Purchasing Item****Publication Information**

RJ YOUNG



PO BOX 40963
NASHVILLE, TENNESSEE 37204
TOLL FREE: (800)347-1955
P:(601)264-3939
F:(615)726-2771

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at no additional cost!
1-800-347-1955

RECEIVED

NOV 03 2011

ID# 149BT

REC BY: SP

INVOICE NO

247137 1

INVOICE DATE

10/31/11

TERMS: NET DUE

UPON RECEIPT

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CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39401

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
HM0336	C2550 DCA11083	SM		SYC
DATE	PREVIOUS METER	DATE	CURRENT METER	
INVOICE PERIOD 10/28/11 TO 10/28/12				
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
BLACK COPIES				
Meters: Previous	38	10/28/10 Current	76038	10/31/11
60000 Contracted Excess at	.01369			
1	1CAZAA	SMP MINIMUM	822.00	
16000	2CAZAA	SMP OVERAGE	219.04	
42-	2CAZAA	SERVICE COPIES	0.57-	
COLOR COPIES				
Meters: Previous	33	10/28/10 Current	46033	10/31/11
Excess at	.09690			
46000	2CCZAA	SMP OVERAGE	4,457.40	
17-	2CCZAA	SERVICE COPIES	1.65-	
SMP-COLOR SUPPLIES, ANNUAL, PARTS, LABOR, DRUM, OVRG @ END OF YEAR GROUP IND				
SUBTOTAL				5,496.22
TOTAL DUE				5,496.22

L
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C
A
T
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O
N

CITY OF HATTIESBURG
LAND & ZONING
200 FRONT ST
HATTIESBURG MS
39401

COMMENTS:

PO # 109102

R
E
M
I
T
T
O

RJ YOUNG COMPANY
P O BOX 40963
NASHVILLE TN 37204

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE
PAYMENT FEE OF 1.5% PER MONTH OR TO THE
EXTENT OF THE LAW



City of Hattiesburg, MS

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

Master

File Number: 2011-0388

File ID: 2011-0388

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 12/13/2011

Brief Title: W 4th St Improvement Project Summary of
Recommended Values

Final Action:

Minute Book Number: MB 2011-6/216

Title:

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcel Nos. 2-028I-08-009.00, 2-028I-08-009.01, 2-028J-08-010.00, 2-028J-08-011.00, 2-028J-08-012.00, 2-028J-08-014.00, 2-028J-08-015.00, 2-028J-08-015.01, 2-028J-08-015.02 for the West Fourth Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-2

Sponsors:

Enactment Date:

Attachments: P,H,H,&H_West 4th St Improv_Summary of
Recommended Values 12-9-11

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/14/2011	Bert Kuyrkendall	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0388

Title

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcel Nos. 2-028I-08-009.00, 2-028I-08-009.01, 2-028J-08-010.00, 2-028J-08-011.00, 2-028J-08-012.00, 2-028J-08-014.00, 2-028J-08-015.00, 2-028J-08-015.01, 2-028J-08-015.02 for the West Fourth Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000.

Summary

Summary of Recommended Values for West 4th Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000

Budget Information

072201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

ATTORNEYS AT LAW

MILBRANCH OFFICE PARK
140 MAYFAIR RD., SUITE 700
HATTIESBURG, MISSISSIPPI 39402

TELEPHONE: 601 264-3314
FACSIMILE: 601 261-3411

JACK H. PITTMAN
CHRISTOPHER M. HOWDESHELL
DONALD E. HINTON, JR.*
KARL C. HIGHTOWER

*ALSO ADMITTED IN ALABAMA

R. KEITH BALL, JR.
BENJAMIN A. SNOW

December 9, 2011

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 Improvement Project
Project No. HPP-8750-00(003) LPA/104873-801000

Dear Mr. Dearman:

Please find enclosed herein a copy of an appraisal and review appraisal for the following parcels involved in the above-referenced project (as identified by tax parcel number):

2-028I-08-009.00	Larry B. McMahan;
2-028I-08-009.01	Larry B. McMahan;
2-028J-08-010.00	James R. Wilson;
2-028J-08-011.00	Larry B. McMahan;
2-028J-08-012.00	Larry B. McMahan;
2-028J-08-014.00	Larry B. McMahan;
2-028J-08-015.00	William R. Hill, et ux;
2-028J-08-015.01	William R. Hill, et ux; and
2-028J-08-015.02	William R. Hill, et ux

Mr. Craig Dearman
City of Hattiesburg
Engineering Department
Page Two
December 9, 2011

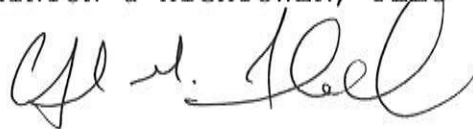
Also enclosed herein a Summary of Recommended Values for these parcels, which is based on the appraisal and review appraisal amounts. Please present these documents to the City Council for consideration and adoption of an amount the Council believe is just compensation for each parcel. Please be advised that federal regulations require said amount not be less than the review appraisal or approved appraisal amount. Once the amounts have been adopted by the City, please notify me accordingly, and I will proceed with forwarding fair market value offers.

It is my understanding that Mr. Gates' invoices have been forwarded to the City separately. If you did not receive same, please advise.

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.

Christopher M. Howdeshell

CMH:bws

Enclosures

Copy (w/o encl.) to: Mr. Geoffrey Crosby

West Fourth Street Project
Project No. HPP-8750-00(003) LPA/104873-801000
Summary of Recommended Values
(For review purposes only)

	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
1	2-028I-08-009.00	Larry B. McMahan	217 s.f. (perm) 893 s.f. (temp)	\$3.50 p.s.f. (perm) \$1.75 p.s.f. (temp)	\$ 2,300.00
2	2-028I-08-009.01	Larry B. McMahan	103 s.f. (perm) 578 s.f. (temp)	\$3.50 p.s.f. (perm) \$1.75 p.s.f. (temp)	\$ 1,400.00
3	2-028J-08-010.00	James R. Wilson	205 s.f. (perm) 1,056 s.f. (temp)	\$3.50 p.s.f. (perm) \$1.75 p.s.f. (temp)	\$ 2,600.00
4	2-028J-08-011.00	Larry B. McMahan	211 s.f. (perm) 714 s.f. (easement)	\$3.50 p.s.f. (perm) \$1.75 p.s.f. (easement)	\$ 2,000.00
5	2-028J-08-012.00	Larry B. McMahan	170 s.f. (perm) 561 s.f. (easement)	\$3.50 p.s.f. (perm) \$1.75 p.s.f. (easement)	\$ 1,600.00
6	2-028J-08-014.00	Larry B. McMahan	266 s.f. (perm) 697 s.f. (easement)	\$3.50 p.s.f. (perm) \$0.88 p.s.f. (easement)	\$ 2,800.00

	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
7	2-028J-08-015.00	William R. Hill, et ux	191 s.f. (perm) 466 s.f. (easement)	\$3.50 p.s.f. (perm) \$0.88 p.s.f. (easement)	\$ 2,000.00
8	2-028J-08-015.01	William R. Hill, et ux	358 s.f. (perm) 366 s.f. (temp)	\$3.50 p.s.f. (perm) \$1.75 p.s.f. (temp)	\$ 1,900.00
9	2-028J-08-015.02	William R. Hill, et ux	270 s.f. (perm) 606 s.f. (easement)	\$3.50 p.s.f. (perm) \$0.88 p.s.f. (easement)	\$ 2,600.00



City of Hattiesburg, MS

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

Master

File Number: 2011-0384

File ID: 2011-0384

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost: \$1,600.00

File Created: 12/13/2011

Brief Title: Parcel No. 2-028I-08-310 Bettye J. McPhail Warranty Deed

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Acknowledge receipt of Warranty Deed from Bettye J. McPhail for a portion of Parcel No. 2-028I-08-310.00 for the West Fourth Street Expansion, Project No. HPP-8750-00(003); Authorize city clerk to issue manual check.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: 2-028I-08-310.0 B McPhail

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Bert Kuyrkendall	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0384

Title

Acknowledge receipt of Warranty Deed from Bettye J. McPhail for a portion of Parcel No. 2-028I-08-310.00 for the West Fourth Street Expansion, Project No. HPP-8750-00(003); Authorize city clerk to issue manual check.

Summary

Acknowledge receipt of Warranty Deed from Bettye J. McPhail for a portion of Parcel No. 2-028I-08-310.00 for the West Fourth Street Expansion, Project No. HPP-8750-00(003); Authorize city clerk to issue manual check.

Budget Information

072201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

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-08-310.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One
Thousand Six Hundred and No/100 Dollars (\$1,600.00), cash in hand
paid, the receipt and sufficiency of which are hereby
acknowledged, I,

Bettye J. McPhail
423 Kimball Avenue
Hattiesburg, MS 39401-4758
Telephone No. (601) 544-4083

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

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein, and a Temporary Construction Easement described in Exhibit "C" 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, their 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 Grantors.

The Grantor herein agrees to pay all real property taxes assessed against the above described property for the current year.

Grantor herein warrant that no part of the subject property constitutes her homestead. John Plump, Jr., is deceased.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 21st day of 2011,
A.D. 2011.


BETTYE J. MCPHAIL

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 21st day of NOVEMBER, A.D. 2011, within my jurisdiction, the within named **Bettye J. McPhail**, who acknowledged that she executed the above and foregoing Warranty Deed.

{SEAL}




NOTARY PUBLIC

PREPARED BY:



CLASSIFICATION:

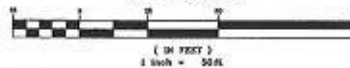
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

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"

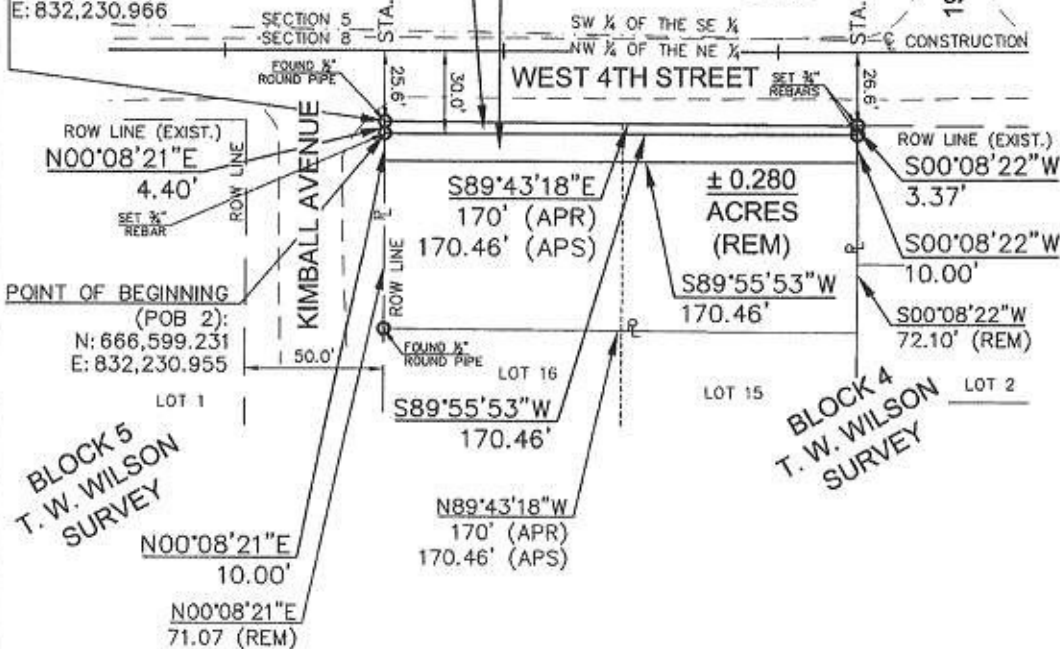
GRAPHIC SCALE



**RIGHT OF WAY
± 0.015 ACRES
(± 663 SQ.FT.)**

**TEMPORARY
CONSTRUCTION
EASEMENT
± 0.039 ACRES
(± 1,705 SQ.FT.)**

POINT OF BEGINNING (POB 1):
THE NORTHWEST CORNER OF
LOT 16, BLOCK 4,
T.W. WILSON SURVEY
N: 666,603.635
E: 832,230.966



REFERENCES:

Deed Book 943, Page 496
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.

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: BETTYE JEAN McPHAIL
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.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 29, 2009	PARCEL NO.: 2-0281-08-310.00

F:\PROJECTS\Hattiesburg_City\eh1235-008 - 4th Street ROW\1235-008\dwg\1235-008_Exhibit_2-0281-08-310.00.dwg, 2:0281-08-310.00, 9/29/2009 3:54:41 PM



INDEXING INSTRUCTIONS: Lots 15 and 16, Block 4 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 Lots 15 and 16, Block 4 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 ½" 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 also 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 and the **Point of Beginning**;
- thence run S89°43'18"E along the said Existing Southern Right of Way Line for 170.46 feet to the Northeast Corner of Lot 15 of said Block 4,
- thence run S00°08'22"W along the East Line of said Lot 15 for 3.37 feet,
- thence run S89°55'53"W for 170.46 feet to a Point on the West Line of said Lot 16,
- thence run N00°08'21"E along the said West Line for 4.40 feet to the Point of Beginning,
- comprising **0.015** Acres, more or less.



INDEXING INSTRUCTIONS: Lots 15 and 16, Block 4 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 Lots 15 and 16, Block 4 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 also 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 S00°08'21"W along the West Line of said Lot 16 for 4.40 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and point having a Grid value of **N 666,599.231** feet and **E 832,230.955** feet on the above referenced East Zone Grid,
- thence run N89°55'53"E along the said Proposed Southern Right of Way Line for 170.46 feet to a Point on the East Line of Lot 15 of said Block 4,
- thence run S00°08'22"W along the 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 170.46 feet to a Point on the said West Line,
- thence run N00°08'21"E along said West Line for 10.00 feet to the Point of Beginning,
- comprising **0.039** Acres, more or less.





City of Hattiesburg, MS

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

Master

File Number: 2011-0364

File ID: 2011-0364

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost: \$1,500.00

File Created: 12/09/2011

Brief Title: Parcel No. 2-028I-08-242.00 Warranty Deed from
Lucille Reed

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Acknowledge receipt of Warranty Deed from Lucille Reed for a portion of Parcel No. 2-028I-08-242.00 for West Fourth Street Expansion, Project No. HPP-8750-00 (003); and Authorize city clerk to issue manual check.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: 2-028I-08-242.00 L Reed

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Bert Kuyrkendall	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0364

Title

Acknowledge receipt of Warranty Deed from Lucille Reed for a portion of Parcel No. 2-028I-08-242.00 for West Fourth Street Expansion, Project No. HPP-8750-00 (003); and Authorize city clerk to issue manual check.

Summary

Acknowledge receipt of Warranty Deed from Lucille Reed for a portion of Parcel No. 2-028I-08-242.00 for West Fourth Street Expansion, Project No. HPP-8750-00 (003); and Authorize city clerk to issue manual check.

Budget Information

077201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

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-08-242.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One
Thousand Five Hundred and No/100 Dollars (\$1,500.00), cash in
hand paid, the receipt and sufficiency of which are hereby
acknowledged, I,

Lucille Reed
421 North 19th Avenue
Hattiesburg, MS 39401
Telephone No. (601) 545-7358

Grantor, do hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi,
a Municipal Corporation
214 West Front Street
Hattiesburg, MS 39401
(601) 545-4642

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein, and a Temporary Construction Easement described in Exhibit "C" 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.

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.

Grantor hereby warrants that she is unmarried or that the property described herein is no part of her homestead.

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 30 day of Nov,

A.D. 2011.

Lucille R Reed
LUCILLE REED

STATE OF MISSISSIPPI
COUNTY OF Forest

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30 day of November, A.D. 2011, within my jurisdiction, the within named **Lucille Reed**, who acknowledged that she executed the above and foregoing Warranty Deed.



Belinda Switzer
NOTARY PUBLIC

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.



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;
- 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.





City of Hattiesburg, MS

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

Master

File Number: 2011-0389

File ID: 2011-0389

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 12/13/2011

Brief Title: Agreement for Recycling Services between the City of Hattiesburg and Advanced Disposal Services Gulf Coast

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Acknowledge receipt of amended Agreement for Recycling Processing Services between the City of Hattiesburg and Advanced Disposal Services Gulf Coast.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: Recycling Agreement

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/14/2011	Bert Kuyrkendall	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0389

Title

Acknowledge receipt of amended Agreement for Recycling Processing Services between the City of Hattiesburg and Advanced Disposal Services Gulf Coast.

Summary

Acknowledge receipt of amended Agreement for Recycling Processing Services between the City of Hattiesburg and Advanced Disposal Services Gulf Coast.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT FOR RECYCLING PROCESSING SERVICES

THIS AGREEMENT FOR RECYCLING PROCESSING SERVICES (this "Agreement") is made and entered into on the 8 day of December, 2011 (the "Effective Date") by and between the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi ("City") and Advanced Disposal Services Gulf Coast, a Delaware limited liability company ("Contractor").

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and the removal of garbage, rubbish and recyclable materials generated within the City is a valid exercise of powers of the City; and

WHEREAS, in connection therewith, the City prepared and issued that certain Request for Proposals for Recycling Collection, Transportation and Processing Services dated June 2011 and all addendums thereto (the "RFP"); and

WHEREAS, in response to the RFP, the Contractor submitted a proposal to City (the "Proposal") and the City has agreed to grant to Contractor the exclusive right to all the Recyclable Materials generated within the City and to process the same; and

WHEREAS, the granting of an exclusive Agreement pursuant to this Agreement to a private company for the processing of recyclable materials is a valid function of City and such Agreement is proprietary in nature; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the processing of such Recyclable Materials; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform the services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City; and

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

1.1 "Agreement" has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 "City" means the City of Hattiesburg, Mississippi which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.3 "Force Majeure" means any act, event, or condition having a direct material adverse effect on a party's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, if such act, event, or condition is beyond the reasonable control of the party. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects the: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to process the Recyclable Materials or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.4 "Hazardous Materials" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at

the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site; or (e) waste or combination of waste of a solid, liquid, contained gaseous, or semisolid form which because of its quantity, concentration or physical, chemical or infectious characteristics, may (i) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (ii) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed which are listed by the Environmental Protection Agency as hazardous wastes which exceed the threshold limits set forth in the Environmental Protection Agency regulations for classifying hazardous waste. Such wastes include, but are not limited to, those wastes which are toxic, corrosive, flammable, irritants, strong sensitizers, or which generate pressure through decomposition, heat or other means. Such wastes do not include those radioactive materials regulated pursuant to the Mississippi Radiation Protection Law of 1976, appearing in Section 45-14-1 *et seq.* of the Mississippi Code.

1.5 “Recyclable Materials” means newspaper, uncoated mixed paper, aluminum, glass and metal food and beverage containers, plastics containers labeled HDPE, LDPE & P.E.T., and such other materials the City and Provider determine to be recyclable.

1.6 “Services” has the meaning set forth below in Section 2.2.

1.7 “Term” has the meaning set forth below in Section 2.4.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the City and Contractor, this Agreement shall prevail and control.

2.2 Scope. The work under this Agreement shall consist of the processing by Contractor, or its affiliates or subcontractors, of all Recyclable Materials generated in the City, including without limitation all Recyclable Materials that are collected by the City’s designated third party hauler from all residential premises, businesses (including non-profit operations), schools, drop-off recycling facilities, and all multi-housing facilities in the City (collectively, the “Services”). In the performance of the Services, Contractor shall provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto. City covenants and agrees to cause all Recyclable Materials collected in the curbside recycling program by the City’s designated third party hauler, to be delivered to Contractor, or its designated subcontractor or affiliate, or to be delivered to Contractor’s designated processing facility.

2.3 Exclusivity. During Term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for the period beginning on the Effective Date and expiring on the date that is three years after the Effective Date. The term of this Agreement may be reduced to two years after the Effective Date in the event of: 1) the construction of a recyclable processing facility within the Hattiesburg area that is operated and maintained by the third party company providing recyclable material hauling services as part of the curbside recycling program; 2) the rebate rate schedule for recyclables collected by said third party is equal to or greater than that expressed in this contract under Section 5.0, Compensation.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 Residential Solid Waste. Contractor shall have the right to process all Recyclable Materials generated in the City, including without limitation all Recyclable Materials that are collected from all residential premises, businesses (including non-profit operations), schools, drop-off recycling facilities, and all multi-housing facilities, that are collected by the City as part of the curbside recycling program by its designated third party hauler. All such Recyclable Materials shall be delivered by the City, or by the City's designated third party hauler, to the Contractor, or its designated subcontractor or affiliate, or shall be delivered to Contractor's designated processing facility.

3.1.2. Processing Facility. Contractor may process all Recyclable Materials at any processing facility as determined by the Contractor, or its affiliates or subcontractors, in its sole discretion.

3.1.3. Unacceptable Materials. If it is determined that the materials received by Contractor, or its designee, (i) do not constitute Recyclable Materials as defined above, (ii) are contaminated or constitute Hazardous Materials, as determined by Contractor, or (iii) constitute materials that are or may be prohibited from disposal at the Contractor's designated facilities by federal or state law, regulation, rule, code, ordinance, order, permit or permit condition (collectively, "Unacceptable Materials"), Contractor shall notify the City and the City shall remove, or caused to be removed, from the processing facility, such Unacceptable Materials immediately. If the City does not remove such Unacceptable Materials immediately upon notice by Contractor, Contractor shall arrange for lawful disposal of such waste at the sole cost and expense of the City which the City agrees to pay. The City shall indemnify,

defend and hold harmless the Contractor for any costs or damages resulting from delivery of Unacceptable Materials to the processing facility and shall pay the Contractor its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such Unacceptable Materials disposed of at the processing facility.

Contractor shall not be required to accept, and reserves the right to reject or revoke acceptance of, at any time, any materials brought to the Contractor's designated facility that Contractor, or its affiliate or subcontractor, its sole discretion, considers to be an Unacceptable Materials. Operator shall require Customer to remove waste or materials Customer has delivered to the Disposal Site which are subsequently determined or suspected by Operator to be Unacceptable Materials.

3.2 Personnel

The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement.

3.3 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the acceptance or processing of any Recyclable Materials hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of materials shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services. The City shall comply with, and cause its designated third party hauler and all employees, officers, agents, subcontractors and representatives to comply with, all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement. City shall also comply, and cause its designated third party hauler and all employees, officers, agents, subcontractors and representatives to comply, with all work and safety rules which operations at any processing facility.

Section 5.0 – Compensation

Contractor will rebate the City thirty percent (30%) of the Official Board Market Report High Side Southeast (Mixed paper #2) on a monthly basis for commodities, not including glass, delivered to Contractor's designated facility. This rebate is based on a floor of fifty dollars (\$50.00) per ton. If market rates fall below fifty dollars (\$50.00) per ton, there will be no rebate. Notwithstanding the forgoing, Contractor shall have no duty to rebate any amount to the City for any glass received by Contractor, or its designated subcontractor or affiliate. Contractor will provide monthly recyclable volume data with corresponding OBM yellow sheet pricing for rebate calculations. City shall reserve the right to audit Contractor's records regarding these quantities and values.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the City, its officers, agents, and employees (the "City Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the City Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any City Party. To the extent allowed by Mississippi law, the City will indemnify, defend and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives and employees from and against any and all Damages, arising out of the negligent act or failure to act of the City Parties or any third party hauler or subcontractor of the City, or any breach by the City of any covenant, agreement, obligation, representation or warranty set forth herein. In addition, City also hereby expressly agrees to indemnify, defend and hold harmless Contractor, its subsidiaries, affiliates, subcontractors and its and their respective officers, directors and employees ("Indemnified Parties"), from and against any Damages arising out of resulting from any personal injury, death, or property damage suffered by any employee, agent, invitee or visitor of City or of any subcontractor or third party hauler of the City while at the Contractor's designated processing facility.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Section 8.0 – Title to Materials

Title to the Recyclable Materials delivered to Contractor or its designated affiliate, subcontractor or Contractor's designated processing facility shall pass to the Contractor once it is delivered to Contractor's designated processing facility; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Materials regardless of whether the Unacceptable Materials are loaded or unloaded, and title to such waste shall remain at all times with the City and/or the generator thereof.

Section 9.0 – Events of Default; Remedies

9.1 Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period), Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by City. The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

- 9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period), the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.2.2. The City becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes

effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the City. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the City and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.4 Force Majeure.

In the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

Attn: _____
Phone: _____

With a copy to

Attn: _____
Phone: _____

As to Contractor:

Sumpall Recycling
1386 Hwy 42
Petal, MS 39482
Attn: *E.L. James*
Phone: *601-758-0378*

With a copy to

Attn: _____
Phone: _____

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Mississippi, excluding the laws applicable to conflicts or choice of law. Any dispute or difference between or among any of the parties hereto arising out of or in connection with this Agreement or the transactions contemplated hereby which such parties are unable to resolve themselves may be submitted to a non-binding mediation process in accordance with a mutually agreeable mediation procedure, to be completed no later than thirty

(30) days following a written request for mediation by either party. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HERewith, OR THE ADMINISTRATION THEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BUYER TO ENTER INTO THIS AGREEMENT.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right,

power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate without the consent of the City.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations. The City represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of _____ adopted the _____ day of _____, 20__ in open meeting and of record in its official minutes.

(b) The City validly exists as a political subdivision under the laws of the State of Mississippi. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City's _____ has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules,

regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

CITY OF HATTIESBURG

Kathleen M. Hartfield
Witness

By: [Signature]
Name: Johnny L. DuPre
Title: Mayor

Kathleen M. Hartfield
Notary Public


Attest: _____

ADVANCED DISPOSAL SERVICES GULF COAST, LLC

Witness

By: [Signature]
Name: Eric Barnes
Title: VP Recycling

Maria A. Keyes
Notary Public

Attest: _____





City of Hattiesburg, MS

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

Master

File Number: 2011-0386

File ID: 2011-0386

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 12/13/2011

Brief Title: Acknowledge receipt of Nutrient Study; approve
submittal to the Mississippi Department of
Environmental Quality

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Acknowledge receipt of Nutrient Report by HRG - Hattiesburg Resource Group, LLC and approve submittal of same to the Mississippi Department of Environmental Quality.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: Nutrient Report

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/14/2011	Bert Kuyrkendall	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
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History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0386

Title

Acknowledge receipt of Nutrient Report by HRG - Hattiesburg Resource Group, LLC and approve submittal of same to the Mississippi Department of Environmental Quality.

Summary

Acknowledge receipt of Nutrient Report by HRG - Hattiesburg Resource Group, LLC and approve submittal of same to the Mississippi Department of Environmental Quality.

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Publication Information

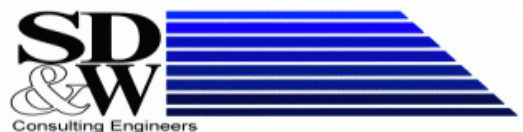
EVALUATION OF WASTEWATER TREATMENT OPERATIONS

MDEQ ENGINEERING REPORT FOR CITY OF HATTIESBURG, MISSISSIPPI



DRAFT

Prepared By:



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EXECUTIVE SUMMARY

The City of Hattiesburg has retained the services of an engineering team comprised of Neel-Schaffer, Inc. and Shows, Dearman, and Waits, Inc. to assist the City in developing a plan to improve their wastewater treatment capabilities and meet their current and future NPDES permit limits. As part of the current phased permit, the City will be required to meet more stringent effluent limits which their existing lagoon systems likely will not be able to consistently attain under the current operational strategies. The purpose of this report is to provide an overview of the existing system and the performance as it relates to the current NPDES permit, outline technological advances in the field of wastewater treatment, and provide conceptual plant configurations of selected alternatives.

The City of Hattiesburg currently has two permitted lagoon facilities, the North Lagoon and the South Lagoon, to handle its wastewater flows. Recently, the City has been unable to consistently meet the requirements of the current permits at either facility. The North Lagoon is undersized and experiences short-circuiting, which contributes to its effluent exceedances. In an effort to increase the treatment capacity of the facility, a design has been completed for the expansion of the North Lagoon to increase retention time and insure that there is no short circuiting of the treatment path once the wastewater enters the lagoon system. The South Lagoon has also experienced problems in meeting the current permit limits. In addition to not meeting current limits, more stringent nutrient limits are incorporated in Phase II of the South Lagoon permit. The South Lagoon is not capable of meeting these nutrient limits with its current configuration. In order to address these issues, this report outlines several treatment alternatives that will enable the South Lagoon to remain in compliance with its existing permit. In considering the problems facing the South Lagoon, this report also reviewed current TMDL reports, as well as national and regional regulatory trends, to evaluate the potential for future nutrient limits.

In evaluating the available treatment alternatives, conceptual designs were based on wastewater characteristics in the range of typical municipal influents, and therefore it is assumed that all industrial users will be required to pre-treat to an acceptable level. As a result of these investigations, this report provides two types of treatment alternatives for the South Lagoon. As part of the initial selection of treatment alternatives, site visits to operational examples of these systems were performed by City of Hattiesburg department directors. The first type of alternative is retrofitting the existing lagoon system with an effluent polishing step capable of meeting the ammonia permit requirements. The effluent polishing systems evaluated in this report ranged in initial capital costs from approximately \$73 million to \$80 million. The expected annual operation and maintenance costs of the effluent polishing systems is highly dependent on polymer feed requirements, resulting in a conservative range of \$1.0 million to \$2.0 million plus the costs associated with current lagoon operation. The lagoons would have to remain functional with the effluent polishing systems and they would need to consistently produce low BOD effluent prior to the polishing reactors. These processes will require less initial capital investment than a full mechanical plant, but they provide limited flexibility for meeting potential future total nutrient limits. The effluent polishing systems could potentially be incorporated into a full mechanical system to meet future nutrient limits, but the initial conceptual cost of this upgrade could range from \$80 million to \$95 million. The second type of alternative is a full mechanical treatment plant to replace the existing lagoon system. From this

evaluation, the full mechanical systems ranged in total conceptual construction cost of approximately \$157 million to \$165 million. The annual operation and maintenance costs of these systems are expected to range from \$1.2 million to \$1.8 million. These standalone systems will allow for the closure of the existing South Lagoon, and are capable of biological nutrient removal.

Although the complete mechanical systems require a higher initial investment, they potentially have lower operating costs and require only minor modifications to accomplish enhanced nutrient removal. For these reasons, the complete mechanical plants are actually more economical when conducting a life-cycle cost assessment, as indicated by the table below. Based on the findings of this report, the full mechanical plants are recommended. The level of accuracy of the preliminary estimates developed at this stage do not allow for the selection of a specific alternative, but are provided for comparative purposes only. Specific process selection will be required as part of the preliminary engineering phase.

Table ES-1. Life Cycle Costs of Alternatives

	Alternate 1 OVIVO A2C	Alternate 2 SIEMENS VERTICEL	Alternate 3 LAKESIDE CLR	Alternate 4 SIEMENS MBBR	Alternate 5 BRENTWOOD NTF	Alternate 6 BRENTWOOD ACCUFAS
Total Project Cost	\$163,774,000	\$160,470,000	\$157,173,000	\$182,745,000	\$181,652,000	\$188,178,000
Annual Operation and Maintenance	\$1,769,000	\$1,232,000	\$1,805,000	\$2,040,000	\$1,879,000	\$2,011,000
Life Cycle Costs (25yr)	\$315,099,000	\$289,916,000	\$306,428,000	\$346,509,000	\$315,832,000	\$329,090,000
Amortized Cost per year	\$12,604,000	\$11,597,000	\$12,257,000	\$13,860,000	\$12,633,000	\$13,164,000

The current permit requires that upgrades to the South Lagoon be implemented in order to achieve specific effluent limits imposed by June 2015. An undertaking of this magnitude will require several key elements, including identifying and securing funding sources, program implementation, design and construction. The complexity of this project is also compounded by ongoing litigation and the potential for additional regulatory requirements taking effect during the project schedule. During the development of this report, an extension of time was requested by the City of Hattiesburg and granted by the MDEQ to extend the deadline for compliance to May 31, 2017, as indicated in the schedule presented as Exhibit 9-1.

ACTION STEPS

- Identify and secure project funding sources.
- Develop a program implementation plan.
- Initiate consultant selection process.
- Proceed with preliminary design and process selection.
- Final Design.
- Bidding and Construction.

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SECTION 1 – OVERVIEW OF EXISTING FACILITIES

INTRODUCTION

The City of Hattiesburg has retained the services of an engineering team comprised of Neel-Schaffer, Inc. and Shows, Dearman, and Waits, Inc. to assist the city in developing a plan to improve their wastewater treatment capabilities and meet their current and future NPDES permit limits. As part of the current phased permit, the city will be required to meet more stringent effluent limits which their existing lagoon systems likely will not be able to consistently attain under the current operational strategies. The purpose of this report is to provide an overview of the existing system and the performance of the system as it relates to the current NPDES permit, outline technological advances in the field of wastewater treatment, and provide conceptual plant configurations of selected alternatives.

The City of Hattiesburg has approximately 53,000 people and encompasses 54 square miles. The residents and commercial customers are provided sanitary sewer disposal in the form of gravity sewer mains, lift stations with force mains and sewerage treatment lagoons. The City of Hattiesburg disposes of the sanitary effluent using two treatment lagoons. The sewer treatment facilities have a lifespan that ranges from circa 1900 to the present.

COLLECTION SYSTEM

The sanitary sewer system can be divided into three distinct drainage basins. These drainage basins are in direct relation to the contours of the natural ground which is a desirable trait of gravity sanitary sewer systems. With the three drainage basins, the City has developed over the years, three collection systems and two treatment systems. The systems are named the *North System* (Mixon's Creek) and the *South System* (Gordon's Creek or Laurel Street). An additional drainage basin (Burkett's Creek) is present in the southern portion of the city and is combined with the *South System*. The three sewer basins are depicted in Appendix A.

The *North System* is the smaller of the two systems. The system is located in the northern section of the City of Hattiesburg generally west of Interstate 59, west of 40th Avenue from Hardy Street to 7th Street, west of 34th Avenue from 7th Street to Highway 49, north of Highway 42 Bypass from Highway 49 to Campbell Road (Hercules). The discharge from this sewer system is to the North Lagoon. The *South System* services the remainder of the City of Hattiesburg. This area includes all of the historic Oaks District, Palmers Crossing, Lincoln Road, etc. The *South System* services approximately 90 percent of the population of the City of Hattiesburg. The discharge from this sewer system is to the South Lagoon.

There are many different types of lines in function, material and size throughout the system. Tables 1-1 and 1-2 outline the total lengths of each pipe size and total length, number and percentage of each pipe material in the city. The most prevalent materials in the system are concrete pipe and PVC with 8 inch diameter being the most common size.

Table 1-1. Length of Sewer Pipe by Diameter

Total Length of Pipes by Size			
	South Lagoon	North Lagoon	Total
Pipe Diameter	Length (ft)	Length (ft)	Length (ft)
Gravity Sewer			
4" Pipe	1,664		1,664
6" Pipe	125,544	1,245	126,789
8" Pipe	858,754	154,559	1,013,313
10" Pipe	90,835	26,583	117,418
12" Pipe	77,071	5,943	83,014
15" Pipe	39,846	14,082	53,928
16" Pipe	512		512
18" Pipe	49,576	21,341	70,917
24" Pipe	30,508	4,492	35,000
30" Pipe	16,209	2,640	18,850
Force Main			
4" Pipe	6,919	13,082	20,000
6" Pipe		23,418	23,418
8" Pipe	13,704	7,572	21,277
16" Pipe		15,345	15,345
36" Pipe	4,473		4,473

The system contains approximately 5,700 manholes that are composed of either concrete or brick. These manholes vary in diameter and depth depending on their topographic location and placement in the system.

The City of Hattiesburg currently has 38 lift stations in use. The *North System* has 12 lift stations within its service area, and the remaining lift stations are located throughout the city in the other “Sewer Sections”. These lift stations also vary greatly in volumetric capacity, pump capacity and depth.

Table 1-2. Length of Sewer Pipe By Material

Total Length of Pipes by Material				
Material	South Lagoon	North Lagoon	Total	Percent
	Length (ft)	Length (ft)	Length (ft)	
Concrete	588,963	73,297	662,260	41.2%
PVC	404,747	72,466	477,213	29.7%
Unknown	145,470	71,166	216,636	13.5%
Clay	148,678	-	148,678	9.3%
Truss	79,126	18,462	97,587	6.1%
Other	2,781	763	3,544	0.2%
TOTAL	1,369,765	236,154	1,605,919	100.0%

WASTEWATER CONTRIBUTORS

Several distinct businesses in the City of Hattiesburg discharge a significant amount of wastewater. Table 1-3 shows the major contributors to the system and their approximate daily flow quantities. These businesses range from food processing plants, heavy industrial operations and chemical plants to other municipalities, large residential areas, hospitals and educational facilities.

The City of Petal transfers sanitary sewer to the South Lagoon for treatment. The effluent is pumped from the City of Petal under the Leaf River via a 16" force main directly into the South Lagoon. The effluent enters the South Lagoon in the northeast corner of the Cell 1 as indicated in Figure 1-2.

Although, there are a large number of commercial and industrial users that discharge to the Hattiesburg wastewater collection system, there are only eight pre-treatment permit holders that are required to treat their wastewater to a specified level prior to releasing it into the city's system.

These users include Dairy Fresh, Hercules, Marshall Durbin, Mississippi Tank Company, Pine Belt Regional Solid Waste, Resinall, USA Yeast, and Zeon Chemicals.

Lamar Park Water and Sewerage District transfers all sanitary sewer to the City of Hattiesburg. Lamar Park Water and Sewer District is located west of Interstate 59 and south of Highway 98. Approximately 5,000 residents currently reside in this community. The collection system is owned and operated entirely by Lamar Park Water and Sewerage District. The effluent from Lamar Park Water and Sewerage District is pumped to the City of Hattiesburg to a manhole located at the end of Lindon Court (south of Lincoln Road).

Table 1-3. High Quantity Sewer Users

User	Quantity (gpd)
Marshall Durbin	1,060,000
City of Petal	1,000,000
USA Yeast	800,000
Lamar Park	500,000
Forrest General	340,000
USM	245,700
Western Container	57,500
Southeast Concrete	47,800
Inland Container	44,700
Southern Bone & Joint	41,000
Price Brothers	34,700
Turtle Creek Mall	34,000
Resinall	33,800
Murray Envelope	29,400
Wis-Pak	26,000
Conva-Rest	23,200
Pine Grove	21,000
Mississippi Materials	15,300
Miller Picking	14,300
Hattiesburg Clinic	12,400
Cloverleaf Mall	11,300
Kimberly Clark	10,900
Red Arrow	9,800

EXISTING TREATMENT FACILITIES

The City of Hattiesburg utilizes aerated wastewater treatment ponds (lagoons). Hattiesburg currently has two permitted lagoon facilities, the North Lagoon and the South Lagoon, to handle their wastewater as seen in Figure 1-1. These lagoons contain bacteria which consume the organic waste. After treatment in the lagoons, the wastewater undergoes chlorine disinfection prior to discharge into the receiving streams, the Bouie River (North Lagoon) and the Leaf River (South Lagoon).

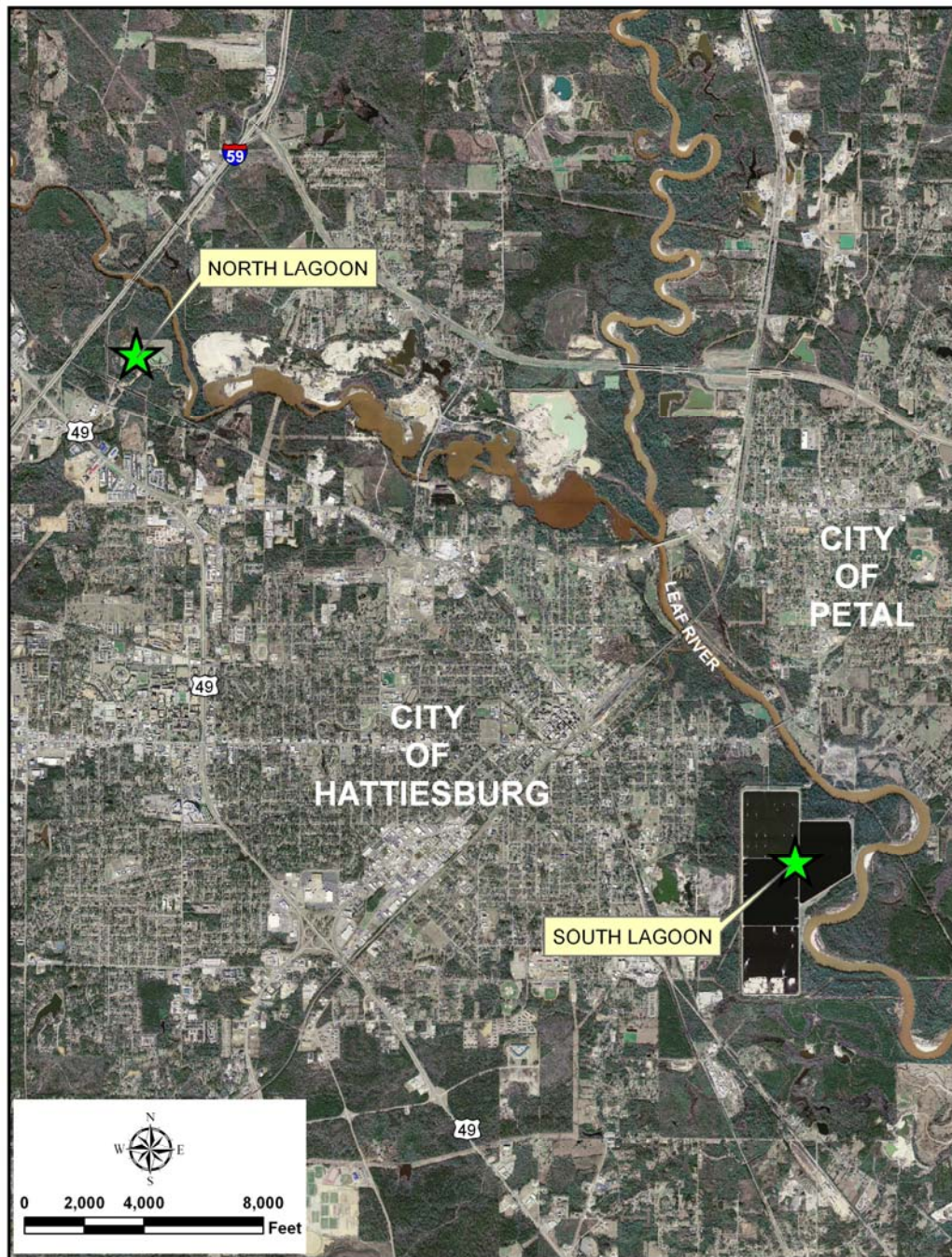


Figure 1-1. City of Hattiesburg Lagoon Sites.

The South Lagoon of the City of Hattiesburg is a series of aerated lagoons as shown in Figure 1-2. The South Lagoon is located at 1903 East Hardy Street and it discharges directly to the Leaf River approximately 1.9 miles downstream of the confluence of the Bouie River and the Leaf River. The existing facility encompasses approximately 470 acres of land mass and has a permitted capacity of 20 million gallons day (MGD). According to DMR reports the highest monthly average for flow was 16.5 MGD over the past 3 years of record. This leaves adequate capacity to receive additional flows on a permit basis. However, if the current treatment capabilities are insufficient, this leaves little to no room for additional flows on a mass loading basis.

There are four influents into the South Lagoon:

- The Laurel Street pumping station pumps approximately 4 MGD (million gallons per day) into Cell 1,
- The City of Petal pumps approximately 1 MGD into Cell 1,
- The Burketts Creek pumping station pumps approximately 4 MGD into Cell 3A and 2 MGD into Cell 3D, and
- The USA Yeast & Wis-Pak pumping station pumps approximately .826 MGD into Cell 3A.

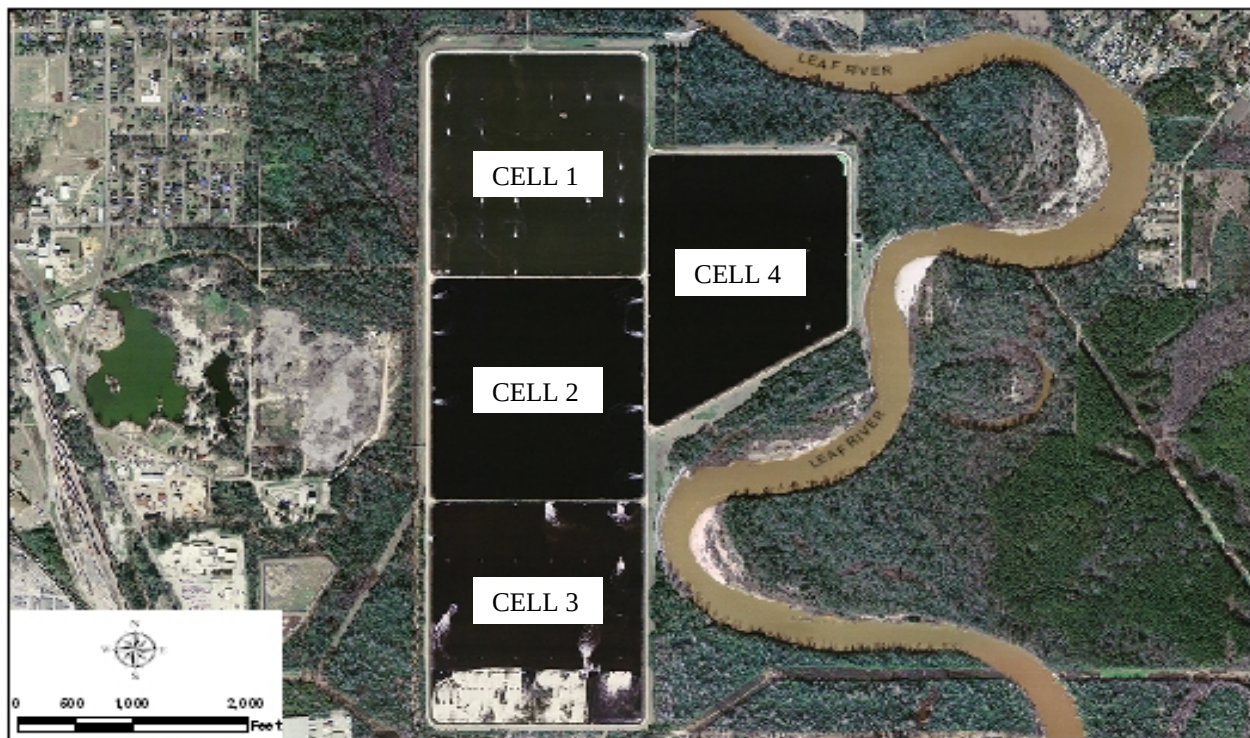


Figure 1-2. South Lagoon Aerial.

The influents into Cells 1 and 3 flow through equalization pipes into Cell 2 and from there into Cell 4A. The final cell is Cell 4B which is a polishing pond. The lagoon discharges through the

discharge point from Cell 4B. The discharge point includes a flow measuring device, a chlorination basin, and a dechlorinator before the discharge to the Leaf River.

In recent years, some problems have been identified in the South Lagoon and measures have been taken to try and remedy these issues. In 2005, Hurricane Katrina damaged a number of the aerators in the system and caused significant erosion on the West bank of each pond. The lack of aeration caused by the loss of aerators, combined with influents with a high biological oxygen demand (BOD) caused significant odor problems in the lagoon system, as well as, a significant build up of sludge in Cells 3A, 3B and 3C.

The City of Hattiesburg has taken action on these problems by trying to repair damaged aerators and adding a diffused aeration system. The diffused aeration system will become fully operational in 2012 and is installed in Cell 3A. This system includes the installation of 1,500 air diffusing disk modules in the bottom of the cell. The disks will replace the 54 existing mechanical aerators in the cell and are arranged to help meet the initial oxygen demand for the high strength influent wastes. The disk modules are fed by floating header pipes that supply air generated by three blowers. These blowers are equally sized to supply 50% of the required aeration in order to allow two aerators to run and one to be on standby. Additionally, biological agents, such as “archaea”, were implemented to reduce the volume of sludge stored in the lagoons, but these appear to have been ineffective. Erosion to the pond banks has been repaired with riprap through funds provided by FEMA.

The North Lagoon is a three lagoon system located at 3401 Lakeview Road which discharges into the Bouie River northeast of the intersection of Interstate 59 and Highway 49. An aerial of the North Lagoon is presented in Figure 1-3. The facility receives wastewater from the Lakeview Road lift station by a force main. This force main takes the influent wastewater to Cell “C” where it flows through an equalization pipe into Cell “B”. From Cell “B” the flow continues to Cell “A”, which is baffled and provides polishing of the effluent into the Bouie River.



Figure 1-2. North Lagoon Aerial.

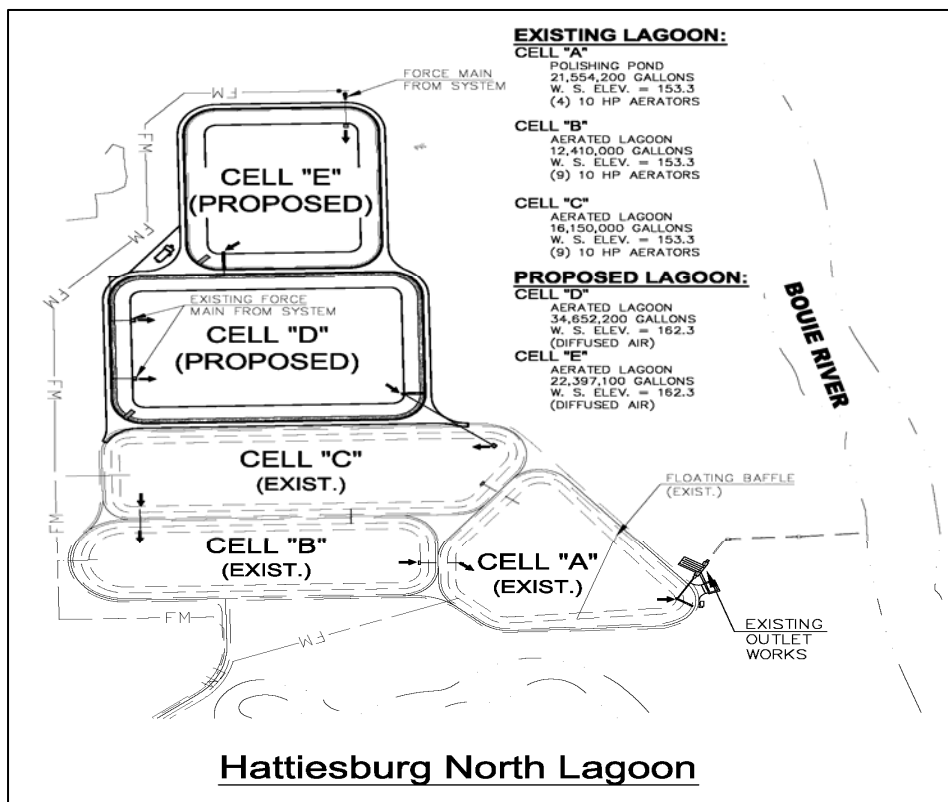


Figure 1-4. Plan Layout of North Lagoon Facility.

Currently, the North Lagoon receives flows of approximately 2 MGD, which is below the current permitted flow of 4 MGD for the facility. The system has experienced difficulty in meeting the required effluent limits for TSS and BOD. In an effort to increase the treatment capacity and retention time of the facility, a design has been completed for the expansion of the facility as shown in Figure 1-4, as proposed improvements. Cell “D” is proposed to be an 8 acre lagoon facility and will operate at a depth of 15 feet. This cell will be aerated by $\frac{3}{4}$ inch diffuser tubing placed on the bottom of the lagoon. The tubes will be placed with various spacing to provide the most efficient treatment of the wastewater. Air will be supplied by a blower through a header pipe connected to the tubes. Cell “E” is the receiving point for all influent wastewater. It is proposed to be a 5.25 acre lagoon and will have an operating depth of approximately 15 feet. Aeration will be provided through a diffused aeration system utilizing 300 disk modules. These modules will be placed to provide the most efficient treatment to the influent waste. The disk modules are provided with air by a system of blowers connected to the disks by a header pipe. The addition of these two cells will help to insure that there is no short circuiting of the treatment path once the wastewater is in the ponds. The increased aeration, capacity and retention time should correct the effluent quality issues that have been experienced in the past.

In 2005, the wave action created by Hurricane Katrina damaged the North Lagoon by eroding its Western banks. These areas were repaired in 2007 using FEMA recovery funds. Riprap was placed on these banks to repair the erosion and sustain the material. Figure 1-5 depicts an example of the riprap repairs made to the North Lagoon banks.



Figure 1-5. View of Riprap Repairs at North Lagoon.

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SECTION 2 – REVIEW OF RECENTLY ISSUED PERMITS

The City of Hattiesburg had new permits issued for both of its wastewater lagoons effective June 2010 – May 2015. The revisions included in the new permits will impact the city's wastewater treatment operations. In order to assess the impact of these new limits, it is important to review the historical performance under the previous permits relative to the requirements imposed by the new permits.

NORTH LAGOON PERMIT REVIEW

The North Lagoon permit parameters are outlined in Table 2-1 below. As the table indicates, with the exception of the total residual chlorine requirement, the effluent limitations of the revised permit did not change significantly from the previous permit. The allowed total maximum residual chlorine concentration increased from 0.52 to 0.60 mg/l, an increase of approximately 15%. The minor variations shown in the BOD₅ and TSS loadings, an approximate 0.1% increase, are attributed to differences in rounding procedures, as the concentrations of these constituents and the allowable flows both remained constant. The limits for the other parameters all remained the same.

Table 2-1. North Lagoon Permit Limits

Effluent Parameters		Previous	Current	Units
BOD ₅ (Conc.)	<i>avg</i>	30	30	mg/l
	<i>max</i>	45	45	
BOD ₅ (Loading)	<i>avg</i>	1000	1001	lbs/d
	<i>max</i>	1500	1502	
BOD ₅ Removal	<i>min</i>	80	80	%
Total Residual Cl ₂	<i>avg</i>	0.35	0.35	mg/l
	<i>max</i>	0.52	0.6	
Fecal Coliform (May - Oct)	<i>avg</i>	200	200	# col / 100 ml
	<i>max</i>	400	400	
Fecal Coliform (Nov - Apr)	<i>avg</i>	2000	2000	# col / 100 ml
	<i>max</i>	4000	4000	
Flow	<i>avg</i>	4.0	4.0	MGD
pH	<i>min</i>	6.0	6.0	SU
	<i>max</i>	9.0	9.0	
TSS (Conc.)	<i>avg</i>	30	30	mg/l
	<i>max</i>	45	45	
TSS (Loading)	<i>avg</i>	1000	1001	lbs/d
	<i>max</i>	1500	1502	
TSS Removal	<i>min</i>	76	76	%

In addition to the parameters listed in Table 2-1, other constituents are required to be reported for monitoring purposes. These parameters are listed below.

	<u>Previous</u>	<u>Current</u>
Influent	▪ TSS ▪ BOD₅	▪ TSS ▪ BOD₅ ▪ Total Ammonia (as N)
Effluent	▪ Total Ammonia (as N) ▪ Total Kjeldhal Nitrogen ▪ Nitrate + Nitrite ▪ Total Phosphorus	▪ Total Ammonia (as N) ▪ Total Nitrogen ▪ Total Phosphorus

Reporting influent data helps in assessing treatment performance, while reporting the additional effluent data can help the MDEQ determine if any additional limits may be needed and could help in developing future TMDLs. As regulatory agencies are heightening their awareness in regard to the potential impact of nutrients on receiving waters, reporting these nutrient discharges is increasingly common throughout the United States. In many instances, more stringent effluent limits on nutrients are being imposed. Receiving water nutrient loadings will likely continue to be a point of emphasis for environmental regulatory agencies in future TMDLs and permit limits.

NORTH LAGOON PERFORMANCE

Plots of the North Lagoon's performance as reported on the city's Discharge Monitoring Reports (DMRs) are shown for all the permit parameters in Appendix B. This data was obtained from the U.S. EPA's Enforcement and Compliance History Online (ECHO) database. Table 2-2 provides the average and range for the reported data along with the number of occurrences in which the lagoon exceeded its permit limits. The averages presented in Table 2-2 are an arithmetic average for the 40 months of record from October 2007 through January 2011. Additional data obtained from the city records beyond this 40 month period were also reviewed, but no significant variations in the data were discovered. The ranges indicated in the table are the maximum and minimum of the reported averages for the period reviewed.

Overall, the performance of the North Lagoon experienced some difficulty consistently achieving the permit limits. The primary indication from reviewing the permits is that TSS and fecal coliform removal are the two most problematic issues for the North Lagoon. The fecal coliform results in Table 2-2 may be misleading because the report period is halved between cold weather and warm weather months, so actual fecal exceedances should be combined resulting in 8 exceedances for the average and 6 for the maximum over the period of record examined. The permitted effluent concentration for average TSS was exceeded 12 times. For the TSS, 30 % of the monthly reports are higher than the permitted limits. Fecal coliform exceedances were reported 20% of the time for average count and 15% for maximum counts. TSS problems can be caused by a number of issues which depend heavily on the operating conditions of the lagoon system. Filamentous bacteria and sludge bulking can be caused by low dissolved oxygen and result in sludge flocs that are difficult to settle out. On the opposite end of the spectrum, excessive aeration and mixing may resuspend solids from the lagoon's settled sludge zone that

could be lost in the effluent if a quiescent settling zone is not provided or is not large enough for the given flow rate. Additional problems that can contribute to TSS in the effluent include excessive algae growth on the surface of the lagoon or possibly sludge accumulation resulting from bacterial cell growth exceeding the rate of decomposition in the sludge zone.

Table 2-2. North Lagoon Performance

Effluent Parameters		Reported Values	Units	Exceeded Permit	Effluent Parameters		Reported Values	Units	Exceeded Permit
BOD ₅ (avg conc.)	avg range	16.0 3.0 - 52.0	mg/l	6	Fecal Coliform (Nov - Apr; avg)	avg range	3017 20 - 18,000	# col / 100 ml	3
BOD ₅ (max conc.)	avg range	20.1 3.0 - 132.0	mg/l	5	Fecal Coliform (Nov - Apr; max)	avg range	4957* 20 - 18,000*	# col / 100 ml	3
BOD ₅ (avg loading)	avg range	231.7 11.0 - 792.0	lbs/d	- -	Flow	avg range	1.68 0.21 - 2.71	MGD	- -
BOD ₅ (max loading)	avg range	305.5 11.0 - 2224.0	lbs/d	1	pH	avg range	7.1 6.1 - 7.9	SU	- -
BOD ₅ Removal	avg range	93.4 75.0 - 99.0	%	3	TSS (avg conc.)	avg range	26.1 10.0 - 48.3	mg/l	12
Total Residual Cl ₂ (avg)	avg range	0.21 0.10 - 0.36	mg/l	1	TSS (max conc.)	avg range	27.8 10.0 - 76.0	mg/l	3
Total Residual Cl ₂ (max)	avg range	0.27 0.11 - 0.65	mg/l	1	TSS (avg loading)	avg range	395.1 28.0 - 1024.3	lbs/d	1
Fecal Coliform (May - Oct; avg)	avg range	163 15 - 800	# col / 100 ml	3	TSS (max loading)	avg range	432.0 28.0 - 1585.0	lbs/d	1
Fecal Coliform (May - Oct; max)	avg range	1549 20 - 16,000	# col / 100 ml	5	TSS Removal	avg range	84.5 45.0 - 99.0	%	5

*Maximum of 16,000 colonies / 100 ml was less than average of 18,000 reported on 11/30/2007. Assume maximum is equal to average of 18,000 for that date.

Fecal coliform issues can often be linked to TSS removal problems, especially in the case when the majority of the TSS is organic material and not simply inert sediment. The key components of chemical disinfection are chemical dosage and contact time. Suspended solids can interfere with the contact between the bacteria and the chlorine. In addition to the physical barrier, organic suspended solids exhibit a chlorine demand which will decrease the effective chlorine available for disinfection. Therefore by impacting both the contact time and available chlorine, suspended solids in the effluent stream can inhibit the disinfection performance which will in turn increase the amount of potentially harmful bacteria that will survive the chlorination process. However, in the case of the North Lagoon, the dates of exceedances of the fecal limits did not coincide with the TSS exceedances. Four of the six occasions in which the fecal average was exceeded occurred in the months of September – November. This could be the result of seasonal variations in the late fall that are not accounted for in the chlorination strategy. Similarly, five of the twelve average TSS concentration exceedances and all of the exceedances for the other TSS parameters occurred between March and May. Additionally, nine of the twelve exceedances are occurred in two separate periods, January to May of 2007 and October 2010 to January 2011. This may support the theory that TSS and fecal treatment issues could likely be linked to the seasonal turnover.

From the period investigated, the required removal efficiency for TSS and BOD₅ were not achieved 5 times and 3 times, respectively. While effluent data alone is more valuable from a

receiving stream environmental impact standpoint, the removal efficiency can give more information as to the performance of the treatment system because these values take into account the influent and effluent data. Due to the flow rate averaging approximately 40% of the permitted flow with the maximum flow rate reported to be just under 68% of the 4.0 MGD permitted for the lagoon, the loading applied to the receiving stream was exceeded much less often than the concentration or removal efficiency values. During the 40 months of records analyzed, the allowable loading was exceeded only once for average TSS, maximum TSS and maximum BOD₅, while the average BOD₅ loading was reportedly not exceeded any during the period. Although the stream loadings may not be significant at the current typical flowrates through the lagoon, it is important to recognize from review of the removal efficiency and concentration data that the treatment capabilities of the North Lagoon system may not be as effective as they need to be in order to maintain compliance if additional flows are anticipated.

SOUTH LAGOON PERMIT REVIEW

The South Lagoon permit parameters are outlined in Table 2-3. Unlike the North Lagoon discussed previously, the current South Lagoon permit did have some significant variations in effluent requirements from the previous permit. The BOD₅ average and maximum allowable effluent concentrations decreased approximately 14% and 15%, respectively. This was also reflected in the allowable effluent BOD₅ loadings being reduced proportionally. In addition to the more stringent BOD₅ treatment requirements, a required TSS removal efficiency of 65% was added to the South Lagoon permit. The South Lagoon permit also incorporates a second phase of limits that become enforceable no later than the expiration of the current permit, which is May 31, 2015. The Phase II limitations are specifically for Total Ammonia (as N) in the effluent. These ammonia limitations include average and maximum concentrations, as well as average and maximum loading requirements.

Similar to the North Lagoon, the South Lagoon also has permit parameters that are to be reported only, as presented below. The South Lagoon must report the same nutrient information as the North Lagoon under the current permit, however in comparison to the previous permit, this is a notable difference in reporting requirements. These increased requirements give us a direct indication of the current regulatory climate in regards to the importance of nutrient removal.

	<u>Previous</u>	<u>Current</u>
Influent	▪ TSS ▪ BOD₅	▪ TSS ▪ BOD₅ ▪ Total Ammonia (as N)
Effluent		▪ Total Ammonia (as N)* ▪ Total Nitrogen ▪ Total Phosphorus

*Effluent Total Ammonia (as N) is report only during Phase I but is has established limits in Phase II of the current permit.

Table 2-3. South Lagoon Permit Limits

Effluent Parameters		Previous	Current	Units
BOD ₅ (Conc.)	<i>avg</i>	35	30	mg/l
	<i>max</i>	53	45	
BOD ₅ (Loading)	<i>avg</i>	5837	5007	lbs/d
	<i>max</i>	8838	7511	
BOD ₅ Removal	<i>min</i>	65	65	%
Total Residual Cl ₂	<i>avg</i>	0.14	0.134	mg/l
	<i>max</i>	0.21	0.23	
Fecal Coliform (May - Oct)	<i>avg</i>	200	200	# col / 100 ml
	<i>max</i>	400	400	
Fecal Coliform (Nov - Apr)	<i>avg</i>	2000	2000	# col / 100 ml
	<i>max</i>	4000	4000	
Flow	<i>avg</i>	20.0	20.0	MGD
pH	<i>min</i>	6.0	6.0	SU
	<i>max</i>	9.0	9.0	
TSS (Conc.)	<i>avg</i>	90	90	mg/l
	<i>max</i>	135	135	
TSS (Loading)	<i>avg</i>	15,008	15,021	lbs/d
	<i>max</i>	22,512	22,532	
TSS Removal	<i>min</i>	- -	65	%
Ammonia* (as N) (Conc.)	<i>avg</i>	- -	2	mg/l
	<i>max</i>	- -	3	
Ammonia* (as N) (Loading)	<i>avg</i>	- -	334	lbs/d
	<i>max</i>	- -	501	

*Ammonia limits are implemented in Phase II of the current permit.

SOUTH LAGOON PERFORMANCE

Plots of the South Lagoon's performance as reported on the city's Discharge DMRs are shown for all the permit parameters in Appendix C. This data was also obtained from the U.S. EPA's ECHO database. Table 2-4 provides the average and range for the reported data along with the number of occurrences in which the lagoon exceeded its permit limits. Similar to Table 2-2 for the North Lagoon, Table 2-4 provides an arithmetic average and total range of the monthly values reported in the DMR from October 2007 through January 2011. Again, additional data obtained from the city records beyond this period were reviewed, but no significant variations in the data were discovered.

According to the reported performance in the DMRs, the South Lagoon has been effective over the period of record with respect to many of the effluent limits, especially in TSS effluent discharge. The fecal coliform has been exceeded the second most of any parameter with the

maximum limit exceeded six times over the period reviewed. Overall for the review period, the BOD₅ average concentration limit has been exceeded seven times. Of the seven recorded exceedances, two occurred from October 2007 through the expiration of the previous permit in May 2010. The BOD₅ limit under the new permit has already been exceeded five times in the seven months of record. Although the TSS concentrations and loadings appear to be consistently below the effluent requirements, the TSS removal is a potential problem for the South Lagoon. Under the revisions included in the new permit, of the seven data points reported for TSS removal efficiency the required minimum removal has been achieved only three times, and in two of the three cases it was only by 1 percentage point. This indicates that although the effluent concentrations and resulting stream loading are within the permitted levels, the treatment capabilities of the South Lagoon are not currently able to consistently remove TSS to the level mandated by the current permit.

Table 2-4. South Lagoon Performance

Effluent Parameters		Reported Values	Units	Exceeded Permit	Effluent Parameters		Reported Values	Units	Exceeded Permit
BOD ₅ (avg conc.)	avg range	19.1 4.0 - 88.0	mg/l	7	Fecal Coliform (Nov - Apr; avg)	avg range	1451 20 - 16,000	# col / 100 ml	1
BOD ₅ (max conc.)	avg range	21.1* 4.0 - 132.0	mg/l	5	Fecal Coliform (Nov - Apr; max)	avg range	2549 20 - 16,000	# col / 100 ml	3
BOD ₅ (avg loading)	avg range	1822 83.0 - 7756.0	lbs/d	3	Flow	avg range	10.7 3.5 - 16.5	MGD	--
BOD ₅ (max loading)	avg range	1975.6 83.0 - 9743.0	lbs/d	2	pH	avg range	7.2 6.6 - 7.9	SU	--
BOD ₅ Removal	avg range	95.2 81.0 - 99.0	%	--	TSS (avg conc.)	avg range	27.9 6.0 - 89.0	mg/l	--
Total Residual Cl ₂ (avg)	avg range	0.10 0.02 - 0.016	mg/l	2	TSS (max conc.)	avg range	28.4 6.0 - 110	mg/l	--
Total Residual Cl ₂ (max)	avg range	0.13 0.05 - 0.18	mg/l	--	TSS (avg loading)	avg range	2431.1 142.0 - 7703.0	lbs/d	--
Fecal Coliform (May - Oct; avg)	avg range	273 20 - 2200	# col / 100 ml	1	TSS (max loading)	avg range	2465.2 142.0 - 9055.0	lbs/d	--
Fecal Coliform (May - Oct; max)	avg range	458 20 - 2200	# col / 100 ml	3	TSS Removal	avg range	57.4 39.0 - 85.0	%	4

*Average and range omit one extreme value of 8512 mg/l reported on 6/30/2010. Extreme is included as one of the five exceedances indicated.

An additional area of concern under the current permit is the ammonia treatment capabilities. The reported average effluent ammonia concentration has ranged from 2.7 to 9 mg/L from July 2010 – January 2011, with an average of approximately 6 mg/L. Therefore, the lagoon system does not provide the level of nitrification required by the current permit. In general, it is difficult for a lagoon system to consistently achieve stringent nutrient limits. The heterotrophic bacteria responsible for BOD₅ removal are typically much faster growing organisms than the autotrophic bacteria responsible for nitrification of ammonia, thus heterotrophic organisms will often out-compete the autotrophic bacteria for the oxygen, carbon, and other components in the wastewater that are needed to support cell growth. Additionally, autotrophic bacteria are more susceptible to environmental upsets resulting from variable influent conditions, since the slower growth rate makes it more difficult to maintain a consistent percentage of autotrophic biomass to actively nitrify the ammonia to nitrite and ultimately to nitrate. Although it often requires more extensive operator control, a moderate level of nitrification is achievable in a lagoon system if the proper

lagoon conditions are maintained, including sufficient oxygen, alkalinity, retention time, pH, temperature, and influent consistency, but not to the level mandated by the current permit. Under the current permit, ammonia removal is the only nutrient limit. However, in the event that total nitrogen is limited in conjunction with ammonia in the future, additional denitrification will be necessary to convert the resulting nitrate from the nitrification process to nitrogen gas in order to remove it from the system. If total nitrogen removal is required, it will result in additional design and operational challenges since the environmental conditions necessary for denitrification differ from that needed for nitrification. Since the majority of soluble BOD is likely removed concurrently with ammonia nitrification, denitrification typically requires a supplemental carbon source to accelerate denitrification rates and provide a sufficient carbon source for nitrate/nitrite reduction. This also requires anoxic conditions to promote the nitrate/nitrite reduction. Specific reactor conditions are also needed if the removal of phosphorus is required. Specifically, biological phosphorus uptake requires a series of anaerobic and aerobic conditions in order to encourage the growth of phosphate accumulating organisms (PAOs). Readily biodegradable organic carbon is also required in the anaerobic zone to promote PAO growth.

FUTURE CONSIDERATIONS FOR HATTIESBURG'S LAGOONS

As a result of violations of the current permits at both lagoon facilities, the City of Hattiesburg entered into Agreed Order No. 6034 11 with the MDEQ in October 2011. As part of this Agreed Order, the City received a total penalty of \$32,500, of which up to \$24,375 may be in the form of a Supplemental Environmental Project (SEP). For the SEP, the City held the Gordon's Creek Stream Clean Event to remove trash and debris from a segment of Gordon's Creek. The City is implementing projects at both facilities to provide a better level of treatment. These projects include a diffused aeration project and a sludge removal project at the South Lagoon, and a project to increase treatment volume and aeration at the North Lagoon. Additionally, the "Phase II" effluent limitations outlined in the current permit will be enforceable on or before May 31, 2017, which is an extension to the existing permit requirements.

From reviewing the past performance in relation to the previous and current permits, it is evident that possible future permit requirements, increases in influent wastewater flows, and variations in the types and strengths of wastewaters that will require treatment are all parameters that need to be considered to develop a treatment strategy that is most economical and capable of providing sufficient treatment now and for years to come. The South Lagoon and the proposed expansion of the North Lagoon both have the capacity to accept additional flows from a flow capacity only perspective. However in the case of both lagoons, it is important to look at the removal efficiency and not just the effluent data. If future flow rates are expected to increase and the removal performance is at or just slightly above the permit requirements, there is a greater potential for exceeding the effluent loadings. This is also true if the influent strength is increased, such as through the addition of multiple high strength waste streams. It is also important to consider potential future nutrient limits to prevent developing a solution for only ammonia removal issues if potential total nitrogen and total phosphorus limits are anticipated. In developing a strategy to meet the current permit limits, these additional factors will also be evaluated in more detail to prevent implementing a short term solution that may require investing significant capital into modifications that could quickly become insufficient and obsolete.

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SECTION 3 – NATIONAL TRENDS CONCERNING NUTRIENT LIMITS

EPA NUTRIENT POLICY

Nitrogen and phosphorus (or nutrient) pollution is listed by the Environmental Protection Agency (EPA) as a leading cause of water quality impairments in the U.S. As a consequence, EPA has made protecting and restoring the nation's waters from nitrogen and phosphorus pollution a top priority. This priority was articulated in a May 2007 memorandum from EPA Assistant Administrator for Water, Benjamin Grumbles.

In June 1998, the EPA published a national strategy for development of regional Nutrient criteria. In November 2001, the EPA published a national action plan for the development and establishment of numeric nutrient criteria. Since 1998, EPA has worked in partnership with States, Territories, authorized Tribes and certain River Basin Commissions to adopt numeric nutrient criteria into water quality standards. These standards are proposed to prevent the harmful effects of nitrogen and phosphorus pollution in the nation's waters and for restoring water quality from the impairments caused by this pollution.

State water quality standards are the foundation for protecting the quality of the nation's surface waters and are the cornerstone of the water quality-based control program mandated by the Clean Water Act (CWA). Standards describe the desired condition of a waterbody and consist of three principal elements:

- 1) the "designated uses" of the state's waters (e.g., fishing, aquatic life, drinking water);
- 2) "criteria" specifying the amounts of various pollutants, in either numeric or narrative form, that may be present in those waters without impairing the designated uses; and
- 3) antidegradation policies providing for protection of existing water uses and limitations on degradation of high quality waters.

Narrative standards use descriptive language to determine the point at which water quality is no longer supporting the designated use of a particular water body. For most states, narrative standard for nutrients presently indicates that: "In no case shall nutrient concentrations of a body of water be altered so as to cause an imbalance in the natural population of flora or fauna." This language implies that at some as yet undefined concentration of nitrogen and/or phosphorus, it is expected that nutrients could be harmful to the water body, and that reaching these concentrations would cause the water body to become "impaired." This type of narrative standard often results in a water body becoming impaired before the level of nutrients that cause imbalance is determined.

A numeric standard defines the maximum nitrogen and/or phosphorus concentration in a water body that will permit that water body to maintain its designated use. A standard expressed numerically may eliminate the need for a case-by-case assessment of risk associated with nutrient enrichment. With a narrowly defined numerically expressed criterion, it is much easier to determine if a problem exists or if a known source of nutrients is a threat.

EPA has recommended that States adopt numeric nutrient standards. Numeric standards provide a quantitative measure for nitrogen or phosphorus, as well as other parameters. Numeric nutrient standards are expected by EPA to facilitate more effective and efficient program implementation. Progress has been made relying on site-specific application of narrative standards to develop nutrient Total Maximum Daily Loads (TMDLs), but this can often be difficult, resource-intensive and time-consuming. Adopting numeric standards, however, has a number of key advantages to EPA:

- Make development of water quality targets in TMDLs faster;
- Quantitative targets to support Nutrient trading programs;
- Facilitate the writing of National Pollution Discharge Elimination System (NPDES) permits;
- Increased effectiveness in evaluating success of nutrient runoff minimization programs; and
- Provide measurable, objective water quality baselines against which to measure environmental progress.

Role of EPA in Nutrient Reduction

EPA is attempting to combat the nitrogen and phosphorus pollution problems in our country, including:

- working with states to identify waters with nutrient pollution and developing TMDLs to restore the waters;
- awarding grants to states for operating nonpoint source management programs, to reduce nitrogen and phosphorus pollution;
- administering a permit program that restricts the amount of nitrogen and phosphorus released to the environment from point sources;
- providing funding for the construction of municipal wastewater facilities and implementation of nonpoint source pollution control and estuary protection projects; and
- assisting other federal agencies addressing the problems in the Mississippi River Basin.

With respect to the comprehensive framework for nutrient water quality standards, EPA is helping states, territories and authorized tribes establish water quality standards to help protect the nation's water bodies from nitrogen and phosphorus pollution. EPA's goal is to assist in the adoption of numeric nitrogen and phosphorus criteria, which will help states, territories, and tribes move toward establishing water quality standards for nitrogen and phosphorus. EPA published guidance documents for different kinds of water bodies, such as lakes and reservoirs, rivers and streams and wetlands. EPA is encouraging all States, Territories and authorized

Tribes to accelerate their efforts and give priority to adopting numeric nutrient standards or numeric translators for narrative standards for all waters in States and Territories that contribute nutrient loadings to our waterways.

For the States which are close to adopting numeric criteria, EPA will provide implementation guidance addressing technical and policy issues that States raise and technical information to support States' rulemaking for standards. For States that are not as close to adopting numeric criteria EPA provides sampling/monitoring, training, data/statistical analysis, and modeling assistance for developing criteria numbers as follows.

- Build a science-based foundation for developing new criteria in estuaries wetlands and large rivers. EPA will complete its suite of nutrient criteria manuals for nutrient criteria and continues to work to meet the goals of the federal and state Mississippi River/Gulf of Mexico Watershed Nutrient Task Force.
- Communicate data and information on nutrient pollution. EPA will integrate nutrient messages in water quality standards communications products and outreach.

EPA has developed several tools and a database that provides technical assistance to state and regional scientists and managers who are developing numeric nutrient criteria, and provides information regarding nutrient pollution and EPA's activities to the public. Other nutrients databases have been developed by EPA containing sample data from various waters throughout the U.S.

Status of Numeric Nutrient Criteria

As a result of this effort by EPA, states have made progress in developing numeric nutrient criteria. A 2008 EPA status report indicated that nineteen states have adopted numeric nutrient standards for some or all of their lakes and reservoirs, and 14 states have adopted numeric nutrient standards for some or all of their rivers and streams. The following table provides the updated status of the states and territories on Numeric Nutrient Criteria.

Table 3-1. Current Status of Numeric Nutrient Criteria

Current Status of States & Territories Numeric Nutrient Criteria for Class of Waters Adopted Post-1997: Updated May 14, 2007			
Entire Class of Rivers and Streams			
	Stage	Num	States
	Has approved criteria for all parameters	5	TN, HI, AS, GU, CN
	Has approved criteria for N, P, or Chlorophyll	4	DC, FL, OK*, NV
	Engaged in developing criteria for all parameters and waters	6	MA, ME, VT, KY, MI, WI
	Collecting data for all parameters or waters	34	CT, NH, RI, NJ, NY, PR, DE, MD, PA, VA, AL, FL, GA, MS, NC, SC, IL, IN, MN, OH, AR, LA, OK, NM, TX, IA, KS, MO, NE, CO, MT, UT, AZ, CA
	Just starting criteria process	8	WV, ND, SD, WY, AK, ID, OR, WA
Notes: OK*: scenic rivers only			
Entire Class of Lakes and Impoundments			
	Stage	Num	States
	Has approved criteria for all parameters	4	HI, AS, GU, CN
	Has approved criteria for N, P, or Chlorophyll	3	RI, FL, IL
	Engaged in developing criteria for all parameters and waters	15	MA, ME, VT, VA, WV, SC, MI, MN, WI, TX*, OK*, IA, MO, NE, AZ
	Collecting data for all parameters or waters	34	CT, NH, RI, NJ, NY, PR, DE, MD, PA, AL, FL, GA, KY, MS, NC, SC, TN, IL, IN, OH, AR, LA, NM, OK, TX, KS, CO, MT, UT, CA, NV, ID, OR, WA
	Just starting criteria process	4	ND, SD, WY, AK
Notes: OK*: drinking water lakes; TX*: large lakes; NE & VA packages in regions for review			

Source: EPA's "May 2007 Memorandum on Nutrient Pollution and Numeric Water Quality"

NUMERIC NUTRIENT CRITERIA FOR STATE OF FLORIDA

According to the Florida Department of Environmental Protection's (DEP) 2008 Integrated Water Quality Assessment Report, about 1000 miles of rivers and streams, 350,000 acres of lakes, and 900 square miles of estuaries are impaired by nutrients (nitrogen and/or phosphorus) even though Florida DEP established Narrative Nutrient water quality standards many years ago. In July 2008, an organization called Earthjustice, representing various environmental groups, filed a lawsuit against EPA. The suit claimed that:

1. there was an unacceptable delay by the federal government in setting limits for nutrient pollution;
2. EPA had previously determined that numeric nutrient criteria are necessary as described in the Federal Clean Water Act; and
3. EPA was obligated to promptly propose these criteria for Florida.

In August 2009, EPA entered into a Consent Decree with the environmental groups to settle the 2008 litigation. EPA committed to propose numeric nutrient standards for lakes and flowing waters in Florida by January 2010 and for Florida's estuarine and coastal waters by January 2011. EPA agreed to establish final standards by October 2010 for lakes and flowing waters and by October 2011 for estuarine and coastal waters. On November 14, 2010, EPA Administrator Lisa P. Jackson signed Final "Water Quality Standards for the State of Florida's Lakes and Flowing Waters." The final standards set numeric limits, or criteria, on the amount of nutrient pollution allowed in Florida's lakes, rivers, streams and springs. Chlorophyll *a* limits were also developed to monitor the effect of nitrogen and phosphorus in lakes. The rule will take effect on March 6, 2012 except for the site-specific alternative criteria (SSAC) provision, which is effective February 4, 2011. The final rule includes numeric nutrient criteria for lakes, rivers, streams and springs located outside of South Florida (the areas south of Lake Okeechobee, the Caloosahatchee River watershed to the west of Lake Okeechobee, and the St. Lucie watershed to the east of Lake Okeechobee).

The implementation of these standards will change the criteria used by several Clean Water Act (CWA) programs, including:

- National Pollutant Discharge Elimination System (NPDES) permitting
- Total Maximum Daily Load (TMDL) development
- CWA Section 303(d) listing of impaired waters

All NPDES permits issued after the effective date of the criteria must be based on the new nutrient standards. The new criteria will be applied to existing NPDES permits when those permits are renewed or reissued. If the limit(s) cannot be achieved on the effective date of the permit, a compliance schedule may be included in the permit or by order, along with interim limits. Compliance schedules will allow actions such as planning, design, and construction for process changes or for implementing reuse. The schedules will provide a date for final compliance with the nutrient effluent limits.

New discharge permits and permit modifications that allow an outfall to a new receiving water location must be written to achieve the nutrient standards when the discharge commences. For wastewater treatment plant expansions, a compliance schedule can be given for construction leading to compliance with the numeric nutrient limits.

Rule for Lakes

The Rule for Lakes applies to all Class I and III lakes in Florida. The rule classifies lakes into 3 groups based on color and alkalinity. It derives criteria from correlations between trophic transition levels of chlorophyll *a* (Chl *a*) and levels of total phosphorus (TP) and total nitrogen (TN). It includes an option for the State to adjust TN and TP criteria for a particular lake within a certain range if sufficient data show the Chl *a* criterion is met. Table 3-2 presents limits for the 3 classification levels in Florida.

Table 3-2. Limits from the Florida Rule for Lakes

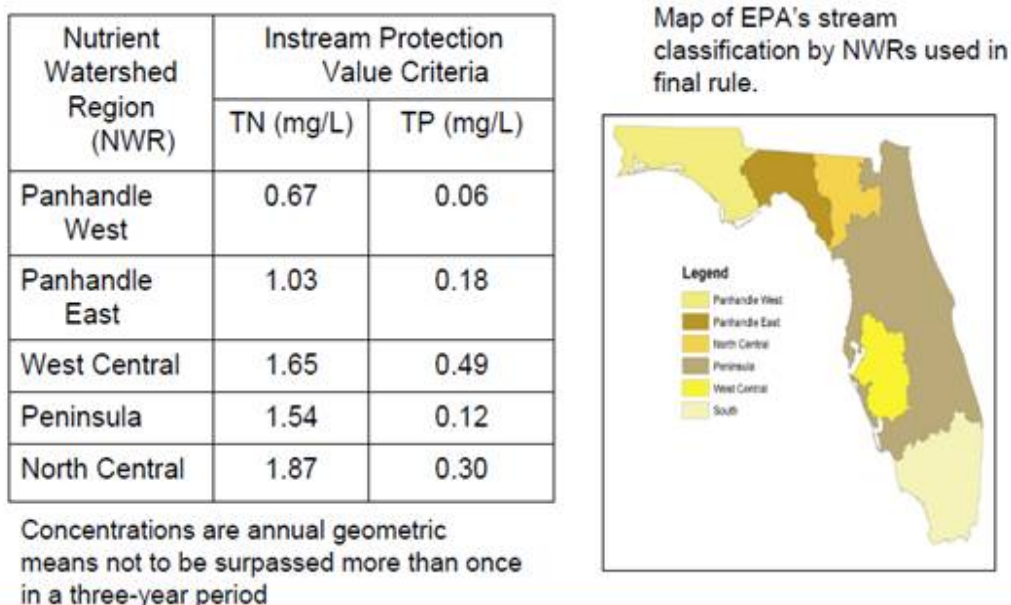
Lake Color and Alkalinity	Chl-a (mg/L)	TN (mg/L)	TP (mg/L)
Colored Lakes > 40 PCU	0.020	1.27 [1.27-2.23]	0.05 [0.05-0.16]
Clear Lakes, High Alkalinity ≤ 40 PCU and Alkalinity > 20 mg/L CaCO ₃	0.020	1.05 [1.05-1.91]	0.03 [0.03-0.09]
Clear Lakes, Low Alkalinity ≤ 40 PCU and Alkalinity ≤ 20 mg/L CaCO ₃	0.006	0.51 [0.51-0.93]	0.01 [0.01-0.03]

* All concentrations are annual geometric means not to be surpassed more than once in a three-year period. Bracketed numbers reflect the range in which Florida can adjust the TN and TP criteria when data shows the lake is meeting the relevant Chl *a* criterion.

Source: EPA's "Florida Nutrient Rule Implementation Webinar"

Rule for Streams

The Rule for Streams classifies streams into 5 watershed-based regions that account for geological differences throughout the State. The Rule derives criteria from field data in least-disturbed streams that are not impaired for nutrient-related impacts. The Rule does not apply to flowing waters in South Florida. Figure 3-1 provides details of the Florida Rule for Streams.



Source: EPA's "Florida Nutrient Rule Implementation Webinar"

Figure 3-1. Florida Rule for Streams.

Site-Specific Alternative Criteria

The final rule allows for any entity to submit a request for site-specific alternative criteria (SSAC) with supporting rationale to EPA, based on:

- Replicating approaches used in the rule with new data or applying to a smaller subsets of waters, or
- Conducting biological, chemical, and physical assessments, or
- Using another scientifically defensible approach protective of the designated use

SSAC must protect the designated use(s), have a basis in sound science, and ensure the protection and maintenance of downstream water quality standards. The EPA Regional Administrator will evaluate the technical basis and protectiveness of proposed SSAC and decide whether or not to establish SSAC after appropriate public involvement. After notice and comment, EPA may approve the SSAC for purposes of the Federal Rule

Downstream Protection Values

Federal Regulations require WQS to provide for the attainment and maintenance of WQS in downstream waters. The final rule includes a flexible tiered approach to apply downstream protection values (DPVs) for TP and TN to a watershed to ensure protection of downstream lakes:

- TN and/or TP levels at the point of entry into the lake using BATHTUB model or alternative scientifically-defensible models such as WASP, or

-
- Ambient instream levels of TN and/or TP at the point of entry into the lake where lake criteria are met in the lake, or
 - Lake criteria values for TN and/or TP at the point of entry into the lake where lake criteria are not met in the lake or lake is un-assessed

CHESAPEAKE BAY TMDL

An executive order signed by President Obama in 2009 substantially expanded the federal commitment to the Chesapeake Bay watershed which covers more than 64,000 square miles, encompassing parts of six states – Delaware, Maryland, New York, Pennsylvania, Virginia, West Virginia – and the District of Columbia. The order required EPA to establish the Chesapeake bay TMDL in order to expand regulation of stormwater and concentrated animal feeding operations and it increased enforcement activities and funding for state regulatory programs. The order gives the EPA enforcement authority if states miss established goals to develop watershed implementation plans (WIPs) to demonstrate actions planned to meet pollutant load reductions presented in the TMDL. Also, EPA was required to establish a TMDL for this region in response to consent decrees in Virginia and the District of Columbia from the late 1990s.

On December 29, 2010, the U.S. EPA established the Chesapeake Bay TMDL with rigorous accountability measures to initiate sweeping actions to restore clean water in the Chesapeake Bay and the region's streams and rivers. The TMDL sets pollution limits necessary to meet applicable water quality standards in the Bay and its tidal rivers. Specifically, the TMDL set Bay watershed limits of 185.9 million pounds of nitrogen, 12.5 million pounds of phosphorus, and 6.45 billion pounds of sediment per year. That represents a 25 percent reduction in nitrogen, 24 percent reduction in phosphorus and 20 percent reduction in sediment. These pollution limits are further divided by jurisdiction and major river basin based on state-of-the-art modeling tools, extensive monitoring data, peer-reviewed science, and close interaction with jurisdiction partners.

The Bay TMDL – actually a combination of 92 smaller TMDLs for individual Chesapeake Bay tidal segments – includes pollution limits sufficient to meet state water quality standards for dissolved oxygen, water clarity, underwater Bay grasses, and chlorophyll *a*, an indicator of algae levels. In 2011, while the jurisdictions continue to implement their WIPs, they will begin development of Phase II Watershed Implementation Plans, designed to more closely engage local governments, watershed organizations, conservation districts, citizens and other key stakeholders in reducing water pollution. The Phase II WIPs are expected to provide local area targets for implementation on a smaller scale. Phase III WIPs in 2017 are expected to be designed to provide additional detail of restoration actions beyond 2017 and to ensure that the 2025 goals are met.

EPA PROMULGATED WATER QUALITY STANDARDS FOR ALABAMA

The EPA proposed to establish water quality standards applicable to surface waters in Alabama in March 1998. These federally promulgated standards will supersede portions of Alabama's water quality standards that EPA disapproved in 1986 and 1991. This action is the result of a lawsuit filed by the Legal Environmental Assistance Foundation against EPA for failure to

propose Water Quality Standards, as required by Section 303(c) of the CWA, for 17 stream segments in Alabama which EPA disapproved in 1986 and 1991. Under the terms of a consent decree with the Foundation, EPA has agreed to propose federal use designations in the Federal Register, or withdraw the EPA disapproval of the existing Alabama water quality standards by February 28, 1998. Nine stream segments are included in this action.

EPA's proposal utilizes the existing designated use contained in Alabama's water quality standards which is equivalent to the fishable/swimmable uses established in the Clean Water Act, the Alabama Fish and Wildlife Use designation. EPA's proposal contains the Fish and Wildlife Use designation for nine stream segments in Alabama. Currently, the Alabama Department of Environmental Management (ADEM) has focused on establishing Total Phosphorus limits on wastewater plant discharges in some of the stream segments.

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SECTION 4 – MISSISSIPPI WASTELOAD ALLOCATION PROGRAM (WAP)

DESCRIPTION OF CURRENT WASTELOAD ALLOCATION PROGRAM

The Clean Water Act passed in 1972 required the establishment of TMDLs for maintaining and restoring the nation's waters. However, at the time, all efforts were focused on correcting the most severe of the point source polluters and unsewered communities. As a result, the TMDLs went unaddressed for twenty-five years until a lawsuit against the EPA was brought by environmental interest groups. The result of this lawsuit ended in a settlement by the EPA which they agreed to do all of the TMDLs on the 1996 303(d) list within 10 years. While Mississippi was not part of the lawsuit, MDEQ began establishing a goal to develop TMDLs.

Once a water body is identified on the 303(d) list as an impaired water body, data is collected to assess the water quality of the water body. TMDLs are established for the most sensitive environmental conditions using data compiled for the particular geographical area or watershed. MDEQ has established a standard for water quality for the water body and the pollutants of concern in the State of Mississippi Water Quality Criteria for Intrastate, Interstate, and Coastal Waters (2007). Based on the classification of the water body, specific standards are used to evaluate and establish the requirements.

MDEQ has also implemented a nutrient development program with the use of their Mississippi Plan for Nutrient Criteria Development (revised 2007) prepared with the purpose of providing EPA with MDEQ's approach in developing nutrient criteria. A Nutrient Task Force (NTF) was formed to provide recommendations for nutrient criteria. MDEQ is also preparing reports for updating the progress on developing nutrient criteria.

FUTURE TMDL STUDIES IN MISSISSIPPI

MDEQ has been completing and receiving final approval of TMDLs beginning in late 1999. The pollutants of concern consisted of pathogens, biological oxygen demand, pH, mercury, PCPs-dioxin, organic enrichment, ammonia toxicity, nutrients, low DO, phenols, pesticides, sediment, and fecal coliforms. TMDLs for nutrients became the focus beginning in 2005 through 2009. At present Mississippi does not have numeric nutrient criteria established. MDEQ through their approved TMDLs for nutrients for each impaired water body have established target values for each of the eleven defined bioregions. These values are determined by an approved EPA protocol for developing nutrient TMDLs and are based on a comparison of similar but unimpaired waters in the same region.

These values, while used for determining waste loading in NPDES permits, are subject to change upon the development of numeric criteria from the work of the NTF. Until that time, MDEQ is actively working to develop these criteria. EPA recently issued a contract to develop numeric criteria for the Mississippi River Basin and the Gulf Coast, both of which will affect future nutrient limits issued by MDEQ. Recently issued nutrient criteria in the State of Florida with total nitrogen (TN) levels under 2.0 mg/L and total phosphorous (TP) under 0.5 mg/L indicate much lower nutrient limits in the State of Mississippi on future NPDES permits can be expected.

RECENT NUTRIENT LIMITS IN MISSISSIPPI

Many of the TMDLs have resulted in the issuance of NPDES permits with nutrient limits statewide. While these limits are based on the preliminary target values established within the TMDL reports, most are to be implemented in phases. Several examples of the nutrient load allocations outlined in recent TMDLs are shown in Table 4-1, below.

Table 4-1. Wasteload Allocation for Point Source Contributors, TN and TP*

Facility	Basin	Discharge (MGD)	TP (mg/l)	TN (mg/l)	TP (lbs/day)	TN (lbs/day)
Clarksdale POTW	Yazoo	5	5.8	13.36	242.0	567.5
Cleveland POTW	Yazoo	3	5.2	11.5	130.2	287.9
Greenwood POTW	Yazoo	6.32	5.9	16.4	311.2	865.0
International Paper, Vicksburg Mill	Yazoo	20.14	N/A	N/A	517.3	4,154.0
Picayune POTW, (Airport Rd)	Pearl	3.075	2.76	11.5	70.73	295.13
Jackson POTW, Savanna St	Pearl	46.0	3.07	13.6	1180.12	5221.1
Hattiesburg POTW, South	Pascagoula	20.0	5.2	N/A	867.4	N/A

*Information obtained from the following MDEQ TMDL reports: TMDL Total Nitrogen and Total Phosphorus for the Pearl River, Pearl River Basin, June 29, 2009; TMDL Total Nitrogen and Total Phosphorus for Selected Large Rivers in the Delta, Yazoo River Basin, June 2008; and Phase 1 TMDL Biological Impairment due to Organic Enrichment/Low Dissolved Oxygen and Nutrients, The Leaf River, Pascagoula Basin, June 2005.

The wasteload allocations provided in these reports indicate the MDEQ's expected level of treatment for given point sources. In the cases of Cleveland, Greenwood, International Paper, and Picayune, the estimated loads in the TMDL report ultimately became the Phase II permit limits for these facilities under their recently issued permits. This is similar to the case in Hattiesburg for ammonia loading, which was shown as 334 lbs/d as the expected level of treatment in the TMDL report for the Lower Leaf River and became a part of the Phase II requirements under the current Hattiesburg South Lagoon permit. The City of Jackson's permit expired in July 2010 and they are currently in negotiations with the MDEQ with regard to the renewed permit limits. At this time, the current draft permit has TN and TP limits that correspond to the TMDL report values. Clarksdale's current permit will expire in 2013 at which time it is likely that they could see nutrient limits in line with the TMDL report's proposed wasteload allocations.

As the MDEQ continues to strive to implement numeric nutrient criteria, more stringent permit limits can be anticipated along impaired waters found in the 303(d) list. Until the numeric criteria are determined, the MDEQ will likely continue to base NPDES permit limits on

wasteload allocation calculations in the current TMDLs. This implies that the maximum allowable effluent loadings from point sources in permits will likely coincide with the values indicated in the TMDLs, as a minimum treatment requirement, and more stringent levels could potentially be imposed when numeric criteria are established. Therefore, based on reviewing the TMDLs and the recently issued permits, total nutrient limits could potentially be incorporated into the Hattiesburg South Lagoon permit.

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SECTION 5 – POPULATION PROJECTIONS FOR THE SEWER SERVICE AREA

DEMOGRAPHIC METHODOLOGY

In March 2007, the Hattiesburg Metropolitan Transportation Plan 2030 was adopted by the Hattiesburg Metropolitan Planning Organization (MPO). The plan utilizes the TransCAD Travel Demand Forecasting Model, which was developed in conjunction with the Mississippi Department of Transportation (MDOT), to generate demographic forecasts. Demographic forecasting is used in transportation planning to determine high growth areas, which can then be used to identify future transportation needs.

Using the TransCAD modeling program, a study area is broken into discrete zones called Traffic Analysis Zones (TAZs) for the purpose of data collection. Current census data is utilized as a base-year to forecast future population figures. In the Hattiesburg Metropolitan Transportation Plan (MTP) update, the 2008 U.S. Census data is used as the base year.

The base year population data is analyzed in conjunction with other demographic variables, such as historical forecasts, recent aerial photography showing available land for future growth and zoning classifications. US Census and other demographic studies were analyzed to determine growth trends in the study area. Local officials and planners assisted in verifying observed growth trends and determine the location and timing of future growth.

Along the fringes of the both the City of Hattiesburg and the City of Petal, some TAZs extended beyond the city limit boundaries. These TAZ population forecasts were adjusted based on the area of the TAZ located in the city limits. These adjustments for TAZ areas outside the city limits are provided as part of Appendix D. The adjusted TAZ areas represent a close approximation of the current Hattiesburg sewer service area.

POPULATION PROJECTIONS

The population projections generated for the MTP update will be used in this report to identify future wastewater infrastructure needs for the City of Hattiesburg. Table 5-1 shows the populations projections for the study area. A map of the population area and accompanying population estimates for each TAZ area are presented in Appendix D.

Table 5-1. Population Projections for the City of Hattiesburg and the City of Petal

	2008	2015	2025	2035
City of Hattiesburg	52,975	53,523	56,164	58,210
City of Petal	9,568	9,577	9,709	9,891

Growth trends can be identified by the change in population forecasted for a particular TAZ from 2008 to 2035. This information is important in identifying future needs for public infrastructure and public facilities. Table 5-2 provides an overall population change for the City of Hattiesburg and the City of Petal. As shown in the table, the total population for the study area will increase from 2008 to 2035 by an estimated 5,558 people.

Table 5-2. Population Changes for the City of Hattiesburg and the City of Petal

	2008	2035	Population Change
City of Hattiesburg	52,975	58,210	5,235
City of Petal	9,568	9,891	323

SECTION 6 – GROWTH, ANNEXATION, AND REGIONALIZATION

OVERALL VIEW

The City of Hattiesburg has evolved over the past 125 years from a small timber town into a large metropolitan city. The City has grown over these years by continually developing growth patterns throughout the surrounding undeveloped property. This condition still exists today. The City of Hattiesburg is currently surrounded by property developed for residential and light commercial. The residential is predominately in the Oak Grove Community. Some residential development has occurred in other areas specifically Glendale, Rawls Springs and the Dixie Communities. As the City of Hattiesburg continues to grow, these areas will be available.

Currently, the City of Hattiesburg is investigating the annexation of several commercial corridors outside the current city limits. These areas are generally the Highway 49 and Highway 42 corridors to the Lamar County Line; Highway 98 corridor to Bellevue and Highway 589; the Evelyn Gandy Parkway from I-59 to the Leaf River. Smaller areas are also under investigation. These areas are small in size and generally encompass annexation of a business or retail development adjacent to the existing city limits.

The investigation into annexation is generally limited to the commercial corridors. In the past, the City of Hattiesburg has been hesitant to annex residential properties due to the anticipated public reluctance to annexation. This may change in the future as sanitary sewer regulations are tightened. A few examples of this are the recent tightening of discharge limits at the Canebrake and Trace Subdivisions. These subdivisions have existing sanitary sewer lagoons with subsequent discharge to local streams. As the allowable nutrients and other components in the streams are lowered by the EPA, the treatment options begin to be more cost prohibitive than transferring the waste to another entity for disposal.

HIGHWAY 49/42 CORRIDOR

The area along Highway 49 and Highway 42 is located in Forrest County. The area is serviced by water and sewer from Rawls Springs Utility District (RSUD). RSUD does not have sanitary sewer service in the proposed areas. Also, RSUD is near or at capacity of its lagoon which service these areas. The proposed areas for annexation generally are commercial corridors. The one exception is the Shady Cove RV Park which contains approximately 50 camping spots. No other high volume users are expected in this area. Estimated flows in this area are 30,000 gpd.

With the fact that RSUD is at or near capacity, the Utility District may be interested in transferring waste to the City of Hattiesburg for treatment. The system was designed to accommodate this plan in the future should it materialize. Improvements may be necessary with the City of Hattiesburg's infrastructure, ie, pumps, etc. The estimated volume from RSUD is a minimum of 100,000 gpd and a maximum of 150,000 gpd. The flow from these areas would be treated by the City of Hattiesburg's North Lagoon.

EVELYN GANDY PARKWAY

The area along the new Highway 42 Bypass around Hattiesburg and Petal is another potential area for annexation. The area is currently serviced by Glendale Utility District with water and sewer service. Many areas along this newly constructed roadway route are only minimally serviced with water and sewer. However, the entire area is encompassed by the franchise area of Glendale. No new customers are available for sewer service in this area. However, as discussed concerning RSUD, the possibility of treating the waste from this utility district is a distinct possibility. The aerated lagoon is permitted for 375,000 gpd and discharges directly into the Leaf River. With more stringent MDEQ requirements, there is a possibility of Glendale Utility District desiring options for treating their wastewater.

HIGHWAY 98 CORRIDOR

The corridor of Highway 98 has experienced tremendous growth over the past 20 years beginning essentially at the Lamar County line at 40th Avenue. Currently, the city limits have been extended to approximately the Lake Serene area of Highway 98. The corridor along Highway 98 from Lake Serene to Bellevue and Highway 598 is generally dotted with small commercial establishments and large private undeveloped land. This area is a prime location for continued commercial development with adjacent residential communities. With the lack of offsite wastewater disposal, the existing businesses have resorted to on site wastewater disposal systems. These no discharge systems are effective at treating the wastewater but are very land dependent and hence expensive. Annexation of this area by the City of Hattiesburg may induce growth in the area with the presence of sanitary sewer disposal and fire protection services. The expected users along this route would be commercial/retail. These type of users produce small amounts of wastewater for disposal. Estimated flows in the area are 50,000 gpd with the high volume users of a veterinary clinic, florist, grocery and car wash.

Other possible benefactors to sanitary sewer in this area are existing residential subdivisions. Several subdivisions have approached the City of Hattiesburg to negotiate treatment of their wastewater lieu of continued treating by their own utility district. Two of the larger subdivisions are The Trace and Canebrake. With high volume flows from The Trace of approximately 150,000 gpd and Canebrake of approximately 250,000 gpd, these entities could easily overload existing infrastructure of the City of Hattiesburg including gravity line capacity, pump volumes, etc. This flow would be diverted to the North Lagoon of the City of Hattiesburg as considered in previous investigations. Due to these high flows and the limited capacity of the North Lagoon, possible transmission to the South Lagoon would need to be investigated. Detailed investigations would be required for the City of Hattiesburg to receive this wastewater stream.

REGIONALIZATION

As outlined in the possible annexation section of this report, the City of Hattiesburg is continually growing. Lamar County has grown particularly fast during the past ten years as indicated by the 2010 Census figures. With this growth in the local community and in the southeastern area of the State of Mississippi, local, state and federal entities may begin to look to the City of Hattiesburg as a Regional Wastewater Disposal site. Although this designation is not

permanently secured by the City of Hattiesburg, the trend would appear that this may be in the future for the city in the next twenty-five years.

Regionalization would encompass a great deal of land mass and a large number of residential and commercial users. If the intent was to convert the local area into a true regional wastewater district similar to the recent conversion of the coastal counties into regional wastewater disposal utilities, the area would include approximately the northern half of Forrest County and the northeast quarter of Lamar County. This estimated area could even grow should growth continue on its current pace. Should this become a mandate from the federal or state regulatory agencies, federal and/or state funding would be necessary. This is beyond the scope of this report and the full regionalization concept is not practical at this time from a design standpoint. A Limited Regional Wastewater Treatment Disposal site is a possibility in the near future and should be discussed.

In order to properly address a scenario where the City of Hattiesburg is a Limited Regional Wastewater Treatment Disposal site, a recap of the quantity of wastewater from possible annexation must be reviewed:

1. Highway 49/42 Corridor	180,000 gpd
2. Evelyn Gandy Parkway	375,000 gpd
3. Highway 98 Corridor	450,000 gpd

The areas of flow for these locations are generally located along these corridors. These estimated flows include flows for existing entities providing sanitary sewer disposal inside current sanitary sewer franchises including Glendale Utility District, Rawls Springs Utility District, The Trace and Canebrake. The flows along the Highway 49/42 Corridor and the Evelyn Gandy Parking are generally the maximum expected. Since the existing utility districts encompass the entire areas, the flows from these areas should not exceed those currently permitted. The Highway 98 Corridor has both unfranchised and franchised sanitary sewer areas secured through the Mississippi Public Service Commission. The unfranchised areas include Lake Serene, Woodstone Subdivision, Highpointe Subdivision, Bellewood Subdivision and miscellaneous smaller or older residential communities within one mile of the existing or proposed Hattiesburg city limits. The estimated flow of these areas is 300,000 gpd.

Several franchised areas also exist in this particular area as well. These include the Oak Gove High School and Elementary, Bent Creek Subdivision, Dandridge Subdivision, Sandstone Subdivision, Bridgefield Subdivision, Backwater Subdivision, Serene Hills, and other smaller franchised sanitary sewer systems. These systems consist of many types of treatment and disposal. The treatment is generally with an aerated lagoon and discharge to a nearby creek. Some of the newer systems consist of a treatment plant with a spray system. The Bent Creek disposal system uses a constructed wetland system to properly treat and dispose of residential wastewater. The estimated flows from these areas are estimated at 500,000 gpd.

A summary of the possible wastewater contributors is presented in Table 6-1. The effects on the current collection and treatment system for the west Hattiesburg area would be significant. The majority, if not all, of this additional flow would be directed to the North Lagoon. With a current

treatment capacity of 2MGD and operating at capacity, the future expansion of the lagoon to 4 MGD would be negated very quickly with even a limited regionalization. This quantity of additional flow would push the capacity of the existing treatment facilities. This would not allow for continued growth in the City of Hattiesburg for commercial or industrial expansion of new business.

Table 6-1. Potential Wastewater Contributors

Area	Potential Flows (gpd)
Highway 49/42 Corridor	180,000
West Hattiesburg	300,000
Highway 98 Corridor	450,000
Lamar County Franchised Areas	500,000
Evelyn Gandy Parkway Corridor	375,000
Total Potential Flows:	1,805,000

POTENTIAL NORTH LAGOON CLOSURE

The City of Hattiesburg's North Lagoon on average receives a flow of 2 MGD. The lagoon is located approximately five miles from the South Lagoon treatment facility. As an aerated lagoon discharging to the Bowie River, the North Lagoon is subject to MDEQ requirements and permitting. Currently, a project is in underway to increase the size of the lagoon. This modification is to meet demand in the high growth areas of the City of Hattiesburg which is generally defined as the Highway 98 West Corridor.

However, the potential growth outlined above, along with possible future permit requirements, could create a situation in which the North Lagoon is no longer capable of meeting its effluent requirements. Therefore, it is prudent to investigate the possibility of transferring the wastewater from the North Lagoon to the South Lagoon for final treatment. The following is a preliminary conceptual outline of this potential alternative. With these facilities located on opposite ends of the municipality, transfer would be a difficult task since the facilities have both generally operated in existing drainage basins, which results in a gravity feed system to the treatment system with subsequent pumping near the lagoons.

A pump station capable of pumping the waste from the North Lagoon to the South Lagoon will be required. The design capacity of the existing gravity sanitary sewer supplying the South Lagoon was sized for those particular needs, rendering them unable to handle the addition of flows from the North Lagoon. Therefore, a force main would be required to extend the full distance to the treatment facility. The most logical path between the North and South Lagoon treatment facilities is along the existing railway system. A force main could be placed along this route with minimal construction issues. Of course, railroad permits would be required along the route. This expense, which could exceed \$250,000, would be significantly less than the cost of repairs to existing streets if an alternate route along existing city streets were selected.

The proposed engineering plan to transfer wastewater from the North Lagoon to the South Lagoon would include a new pump station installed on Lakeview Road. Estimated cost of a new

lift station capable of pumping 7,000 gallons per minute is \$2,000,000. A 30" force main to the South Lagoon is estimated at \$2,000,000. With this redirection of wastewater, the existing lagoons and other infrastructure at the North Lagoon would need dismantling and closing. An estimated cost for this phase of the project would be \$1,000,000.

In summary, in order to close the North Lagoon treatment and transfer this wastewater to the South Lagoon treatment facility would be estimated at \$6,000,000, including contingencies and professional services. This would eliminate the need for multiple treatment locations, permits, equipment, maintenance personnel, etc. This report does not recommend closure of the North Lagoon facility at this time. This section only briefly outlines the process which would need to occur should it be necessary in the future. Of course, a full investigation of the closure for the North Lagoon and more in depth studies of the issues relating to the site would be necessary.

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SECTION 7 – TECHNOLOGICAL ADVANCES IN NUTRIENT REMOVAL

OVERVIEW

There is an array of treatment technologies available for municipal wastewater treatment. The selection of a specific treatment system, or combination of systems, depends heavily on the characteristics of the influent waste stream, including not only the typical constituents of interest such as TSS, COD, BOD, and nutrients, but also other characteristics such as the temperature, pH, and alkalinity. In addition to the wastewater composition, the effluent requirements for the treatment system further dictate the types of unit processes to be included in the system design. Site limitations, influent variability, initial capital costs, O&M costs, and operator capabilities are other factors that will heavily influence design decisions.

The technologies required for nutrient removal depend specifically on the effluent nutrient requirements, including which nutrients are targeted and the required level of removal. The processes for ammonia-only removal, total nitrogen removal, total phosphorus removal, and combined nitrogen-phosphorus removal each include different treatment processes and different aquatic conditions. In wastewater treatment, biological processes are typically the preferred approach, but there are also physical/chemical processes available for nutrient removal. In many practical applications, the additional operational cost for physical/chemical treatment of wastewater significantly exceeds that of biological treatment.

For biological ammonia removal, ammonia is biologically converted to nitrates and nitrites in aerobic processes that require sufficient oxygen and alkalinity at an optimum pH of 7.5 to 8. The solids retention time (SRT) must also be sufficient to allow the growth of the autotrophic nitrifying bacteria responsible for this conversion. Concurrently, in this aerobic environment BOD is consumed by heterotrophic bacteria. If total nitrogen removal is necessary, the nitrates and nitrites from the nitrification step will need to be converted into nitrogen gas via denitrifying bacteria in an anoxic environment, in which the oxygen concentration is low enough to require the bacteria to utilize the nitrates and nitrites as the electron acceptors. Denitrification requires a carbon source, and, since the majority of the BOD is removed in the aerobic phase, the addition of a carbon source is necessary. In most sophisticated mechanical systems, however, the anoxic zone precedes the aerobic zone, so the influent BOD serves as the primary carbon source for denitrification and there is continuous recycle from the aerobic zone to provide the nitrates and nitrites for the denitrification process.

In the case of biological phosphorus removal, an anaerobic zone is necessary to promote the growth of phosphate accumulating organisms (PAOs) due to their competitive advantage in the anaerobic state to other microorganisms typical of activated sludge systems. This is followed by an aerobic zone in which the PAOs uptake excess biological phosphorus and assimilate it into the cells. The PAOs can then be removed by physical processes, thereby removing the phosphorus from the system. In addition to biological phosphorus removal, chemical phosphorus removal is a widely used option. Chemical phosphorus removal is primarily accomplished by the addition of metal salts which will precipitate the phosphorus and allow it to be removed by physical processes, such as settling or filtration. In chemical processes, pH is an important factor and alkalinity required for other biological processes may be consumed during

the precipitation process. In both biological and chemical phosphorus removal, the additional sludge handling requirements are a factor to consider.

In the current regulatory climate in Mississippi, future permit requirements could potentially include total nutrient removal, as indicated by TMDL reports. In practical applications, the cost of a system that can remove total nitrogen is not significantly less than a system that can remove both total nitrogen and total phosphorus. Furthermore, if either total nitrogen or total phosphorus removal is a required component in the effluent limits, it is probable that the other nutrient will also be an issue of concern. For these reasons, only two types of systems will be addressed in this review: (1) systems that remove ammonia only and (2) systems that are capable of both total nitrogen and total phosphorus removal.

In this preliminary evaluation of technological advances, the report will focus on the South Lagoon due to the additional permit requirement to remove ammonia. It is assumed that all industrial discharges will pretreat to an acceptable level, such that the influent conditions of the lagoon system are similar to other municipal systems in order to generate reasonable pricing information. If the industrial discharges are not regulated, the resulting treatment strategy would require extensive mechanical treatment of the waste stream to consistently achieve the permitted effluent quality. For example, a typical medium strength municipal influent wastewater has a BOD₅ concentration of 190 mg/L, a TSS concentration of 210 mg/L, and an ammonia concentration of 25 mg/L (Metcalf and Eddy, 2003). This would result in an average loading at an assumed flow of 12 MGD of approximately 19,000 lbs/d BOD₅, 21,000 lbs/d TSS, and 2500 lbs/d of ammonia. A recent analysis of USA Yeast effluent, provided by Bonner Analytical, introduced approximately 62,000 lbs/d of BOD₅, 18,700 lbs/d of TSS, and 460 lbs/d of ammonia from their individual waste stream alone. Therefore, if 11.2 MGD of typical wastewater is mixed with 0.8 MGD of USA Yeast effluent for a total of 12 MGD, the composite total influent loading would be approximately 80,000 lbs/d BOD₅, 38,500 lbs/d of TSS, and 2800 lbs/d of ammonia, resulting in over a 320% increase in BOD, an 83% increase in TSS, and an 11% increase in ammonia relative to the typical municipal system. As this indicates, the treatment requirements for typical wastewater influent are significantly impacted when a high strength industrial flow is discharged directly to the treatment works, even when the industrial flow accounts for a relatively small percentage of the flow, in this case less than 10 % of the typical flows.

PROCESSES FOR AMMONIA REMOVAL

In the South Lagoon, ammonia removal to less than 2 mg/L as the monthly average is required. Several processes have the capability of removing ammonia, either through physical or chemical means or by biological nitrification. Some of the available processes, although theoretically possible, are not economically feasible. However, several processes will be briefly reviewed to demonstrate the available processes. Several of the technologies mentioned in this section, as well as the dosage requirements, assumptions, and other technical data used, are based on information found in *Wastewater Engineering, Treatment and Reuse* (Metcalf and Eddy, 2003) and *Phosphorus and Nitrogen Removal from Municipal Wastewater, Principles and Practices* (Sedlak, 1991). In cases where detailed information is given on manufacturer specific processes, this information was obtained from the manufacturer's literature.

Physical / Chemical Processes

Breakpoint Chlorination:

Chlorine, although used primarily as a disinfectant, reacts readily with ammonia in wastewater to produce chloramines. If chlorine is provided in sufficient amounts to exceed the inherent chlorine demand of readily oxidizable substances, such as Fe^{2+} , Mn^{2+} , and the organic matter, the additional chlorine will react with ammonia to form chloramines. Additional chlorination past this point will oxidize the chloramines to nitrous oxide and nitrogen, which will escape the system as a gas. This transition will continue until the breakpoint is reached resulting in additional chlorine becoming free residual chlorine.

The overall molecular equation for conversion of ammonia to nitrogen gas by breakpoint chlorination requires 7.6 pounds of Cl_2 per pound of ammonia as N; however in practice the ratio tends to vary from 8:1 to 10:1 (Metcalf and Eddy, 2003). Assuming a typical ammonia residual coming out of the current South Lagoon of 10 mg/L with a permitted flow of 20 MGD, the ammonia loading would be approximately 1670 lbs/d. Based on an assumed Cl_2 :N ratio of 8:1, this would require adding over 13,000 lbs of chlorine, or more than 6 tons, per day. At an estimated cost of \$0.30 per lb, the chlorine costs alone for this application would be over \$4000 per day. Considering this example, utilizing chlorine for ammonia removal is not economically feasible nor is it practical to cycle through 6 tons of chlorine per day. Other issues with ammonia oxidation include possible odors, acid buildup, and other undesirable chlorinated byproducts. Varying influent ammonia concentrations will result in additional operational issues to continually balance the chlorine requirement, which is further compounded considering that there are effluent chlorine limits.

Ammonia Stripping:

Ammonia is in equilibrium in solution between the ammonium ion (NH_4^+) and ammonia gas (NH_3). At a pH of 7, NH_4^+ predominantly exist and at a pH of 12 the solution will contain almost only NH_3 . In the range between a pH of 7 and a pH of 12, the relative distribution of ammonia and the ammonium ion are a function of both pH and temperature. Higher temperatures result in more NH_3 present at a given pH. For example at a pH of 9 and a temperature of 70°F the ratio of $\text{NH}_4^+:\text{NH}_3$ is approximately 75:25. At the same pH of 9, if the water temperature is raised to 100°F, the resulting ratio would be closer to 40:60. Therefore, this process is often more practical in an industrial setting in which the effluent may have a high temperature and high pH already. In the case of wastewater applications, raising the temperature is not practical in flows as high as 20 MGD, considering that every degree that the temperature is raised for that volume of water would require 166.8 million BTU/d.

In wastewater applications, pH adjustments are more practical. Air stripping of ammonia from wastewater typically requires a pH adjustment to raise the pH to 10.5 to 11.5 and it requires sufficient air-water interface to strip the ammonia gas from the solution. Stripping can be accomplished through direct aeration, but more often a packed-bed type stripping tower is used. The amount of lime required to adjust the pH of wastewater is primarily a function of the alkalinity. If the assumed alkalinity of the effluent from the South Lagoon is 200 mg/L as

CaCO₃, the resulting lime requirement for adjusting the pH to 11 for 20 MGD flow as permitted would be in the range of 65,000 to 70,000 lbs of lime per day. The resulting pH of the wastewater would then have to be reduced prior to discharge to meet the permitted pH requirements, likely by chemical addition such as sulfuric acid or carbon dioxide. Similar to chlorination above, the chemical handling requirements and daily operating cost of using this process with the permitted flow of 20 MGD makes it unpractical and uneconomical, without getting into the upfront capital costs and design requirements of the stripping unit.

Ion Exchange / Reverse Osmosis:

Although not the same processes, ion exchange and reverse osmosis technologies will be briefly discussed in conjunction due to the similar constraints and drawbacks of these systems in regard to wastewater treatment. In brief, ion exchange captures ammonia in a selective ionic bed or resin that exhibits a high selectivity of ammonia to other cations in the wastewater. Reverse osmosis utilizes pressurized filter processes to pass water against the concentration gradient resulting in a relatively small volume of wastewater that will be highly concentrated in contaminants and the larger majority of the wastewater having a low concentration. In order to utilize either of these processes for ammonia removal in wastewater applications, the effluent quality would need to be exceptional prior to entering these systems. For example, the TSS in amounts typical of the South Lagoon would result in continuous clogging and significantly hinder these applications. Typically, extensive pretreatment is necessary prior to utilizing these technologies, including some form of preliminary filtration. Both RO and ion exchange are expensive and are typically reserved for instances such as reuse applications or in other highly sensitive areas where near drinking water quality effluent is required.

Biological Processes

Biological ammonia removal is referred to as nitrification. In conventional activated sludge systems, typical mixing and aeration rates will often result in successful removal of ammonia, provided that the SRT is sufficient for the growth of the nitrifying bacteria. In the case of lagoon systems, however, additional processes or modifications are needed to provide adequate ammonia removal. In most instances, lagoons are not originally designed for ammonia removal, and retrofitting the existing system with an additional ammonia removal process downstream of the existing facility is often done when increased effluent requirements incorporate an ammonia limit. There are numerous full scale mechanical systems capable of removing ammonia, but, in the case of Hattiesburg, since the large lagoon facility currently exists, it is more feasible to look at retrofit options if ammonia is the only nutrient of concern. Several retrofit options are discussed below.

Trickling Filters:

Trickling filters, and other similar biological filter processes such as rotating biological contactors, have been a mainstay for many years for municipal wastewater treatment. These systems disperse influent wastewater over a bed of non-submerged media combined with aeration, either through natural or force air, which facilitates the attached growth of microorganisms that will biologically remove contaminants. Historically, the primary media

type has been rock, however in more recent years synthetic media are becoming readily available. Synthetic media can be created with a higher surface area to volume ratio which will provide more available space for microorganisms in a smaller reactor footprint. Trickling filters require some form of screening or primary clarification to remove floating materials and other suspended materials that can cause fouling of the packing.

Trickling filters can be used for nitrification, provided that the influent BOD to the filter is sufficiently low. Studies have shown that the effluent BOD from the lagoon would need to be between 15 mg/L and 30 mg/L in order for a trickling filter to provide nitrification. As discussed previously, the heterotrophic bacteria will out-compete the nitrifying bacteria if too much BOD is available in the wastewater. In the South Lagoon, the reported effluent has been maintained below 30 mg/L for most of period of record. However, there have been several recent BOD violations. Therefore, it may be necessary to enhance the current treatment efficiency to provide for optimum nitrification using a trickling filter. A larger filter volume or staged filter system could provide additional BOD removal and subsequent ammonia removal, if necessary.

IFAS Systems:

Integrated fixed-film activated sludge (IFAS) systems incorporate attached growth technology which is resistant to organic and hydraulic shock loading with the flexibility and high treatment performance of the activated sludge process. IFAS systems can offer several other process benefits including a higher effective biomass concentration, an increased SRT which enhances nitrification, reduced sludge production, and improved sludge settleability. IFAS systems can include suspended media or fixed media systems.

Suspended media processes include sponges or plastic carrier elements that are maintained in suspension through aeration and/or mixing. The media are typically retained in the reactor with screens. The mixed bed biofilm reactor (MBBR) process is a representative example of a suspended media process that can be designed in either a fixed-film or IFAS configuration. The AGAR[®] system, developed by Siemens, setup in an MBBR configuration delivers effective removal of pollutants and can be specifically designed to remove ammonia from lagoon effluents. The system incorporates a three stage approach contained within a single treatment unit. This allows for separate aerobic and anoxic zones to develop within the reactor to more effectively remove ammonia from the system. The aerobic portion of the reactor is developed by supplying air through the use of diffusers attached to blowers. Low speed mixers are used to create the anoxic zones in the reactor. The carrier media are designed to provide a large protective surface for the bacteria and are retained in the system with stainless steel mesh screens.

One of the advantages of the AGAR[®] system is the relatively small footprint which will allow it to be conveniently installed inline to receive the lagoon effluent. Another advantage of the AGAR[®] system is the separately established reactor zones within the system that enable the development of the specialized bacteria necessary for ammonia removal. The AGAR[®] system also allows for the addition of carrier media after the original setup, which can increase the treatment capacity of the system as needed without requiring additional space for construction. The system is being used in Folkston, GA and is highly effective in an installation downstream

of an existing lagoon. The treatment operations of the Folkston application include an existing multiple lagoon system that flows into a constructed wetland prior to discharge. Prior to the installation of the MBBR system, the effluent ammonia ranged from 5 to 15 mg/L in 2008. With the new system, Folkston WWTP achieved effective removal of ammonia to less than 2 mg/L from the time of its installation in February 2009 through the last reported data in August 2010. These types of systems require minimal maintenance and upkeep, and the media, sieves, and aeration equipment are designed to prevent clogging. The main operating cost is associated with the aeration and mixing equipment.

Fixed media may also be used in either fixed-film or IFAS configurations. Fixed media systems include flexible fabric systems and structured plastic media sheet systems. The general professional consensus in this region is that the flexible web systems are more prone to redworm infestation, which can inhibit the growth of beneficial biological populations. Additional concerns with flexible fabric media center around not being able to control biofilm quality and thickness, which raises questions as to whether the flexible media can consistently grow the desired autotrophic nitrifying bacteria. Structured media sheets avoid this concern due to their rigid, uniform construction specifically designed to promote a consistent biofilm. Structured sheet systems typically use fine bubble diffusers underneath the media towers which facilitate mixing and distribute and recirculate the air and fluid through the media. Structured sheets also increase oxygen transfer through the biomass, due to longer oxygen retention times within the media.

Bio²-Bloc[®]:

The Bio²-Bloc[®] system developed by FBC Technologies utilizes submerged attached growth technology in a patented dual diffusion system to provide fine bubble aeration which provides dissolved oxygen for the biomass attached to the submerged media bed. This system is unique in that no additional reactors are required because the media are placed directly into the existing lagoon system. The media are contained in floating compartments attached to a blower system. Diffused air is continuously forced through the media bed to facilitate the bacterial growth necessary to degrade the influent pollutants. The media are designed to provide a protective environment for the nitrifying autotrophic bacteria. The dual diffusion system allows for coarse bubbles to be used periodically to flush the system and slough off sediments.

This system is easily added to an existing lagoon system with minimal time and relatively low cost. Additionally, in the Bio²-Bloc[®] system there are no moving parts or complicated operational issues. Although no reports were found in which this system was applied to such a large treatment facility, design data for other systems suggests that 1.8 lbs of ammonia can be removed per bloc per day. Assuming the typical loading of 2500 lbs/d of ammonia in the South Lagoon, this would require nearly 1400 blocs to theoretically remove the ammonia from the system. The approximate cost per bloc is approximated from previous estimates at \$15,000 each. For such a large quantity this price might change, but using this figure the system with the additional costs for the required blowers, cables, mooring posts, blower pads, and construction equipment would result in a total cost in the \$1.00 to \$1.25 range per gpd of wastewater treated for the blocs. With strategic placement to allow additional lagoon nitrification, the number of required blocs could potentially be reduced. O&M requirements for this system are primarily

concerned with blower use and upkeep. However, with such a large quantity of blocs, the periodic cleaning and maintenance of the blocs themselves becomes a daunting task.

PROCESSES FOR COMBINED NITROGEN-PHOSPHORUS REMOVAL

Lagoon systems primarily are limited to removal of BOD and TSS. They do have the capabilities of converting ammonia to nitrate for less stringent ammonia-only permit requirements, but they generally are not capable of removing nutrients to more recently issued effluent limits. More advanced mechanical treatment systems are typically required when total nitrogen and total phosphorus limits are imposed. Although these systems can be designed for only nitrogen removal, it is often more economical to design for both total nitrogen and total phosphorus. This is because the additional cost in the original design for both is much less compared to future designs to remove phosphorus for an existing plant designed for nitrogen removal only. The removal of nitrogen and phosphorus will likely require substantial new construction instead of being able to readily retrofit existing lagoon systems. Thus, the upfront capital relative to retrofitting is significantly higher if the permit demands TN and TP removal to stringent effluent levels. In recent literature from the US EPA (2007), three processes that exhibit a high level of both phosphorus and nitrogen removal include the 3-stage Pho-redox (A2/O), the Modified University of Capetown (UCT) process, and the 5-stage Bardenpho process. Other enhanced technologies include the Orbal[®] and VLR[®] processes offered by Siemens, which are modifications of the conventional oxidation ditch that also provide superior nutrient removal capabilities. Each of these technologies will be discussed briefly. Retrofit costs of implementing these systems into existing mechanical systems can be in the \$1.00 to \$2.00 per gpd range, but this would utilize existing structures and equipment (EPA, 2007). In the case of replacing a lagoon system with 20 MGD flows, these technologies would likely be considerably more expensive than typical retrofits of existing mechanical plants.

3-Stage Pho-redox:

The 3-stage Pho-redox system is often referred to as the A2/O process because it includes anaerobic (A), anoxic (A), and aerobic (O) processes in series. As discussed earlier, each stage serves a distinct purpose in the removal of nitrogen and phosphorus. The anaerobic environment promotes the activation of PAOs, the anoxic environment is essential to denitrification, and the aerobic environment promotes nitrification, BOD removal, and phosphorus uptake. However, since a typical wastewater influent is high in ammonia and lower in nitrates and nitrites, denitrification is limited. To promote denitrification in the anoxic zone, nitrified recycle is returned from the aerobic tank back to the anoxic tank. Return activated sludge (RAS) is returned from the clarifier to the head of the treatment process to maintain the necessary sludge age for autotrophic bacteria. One drawback of the A2/O process is that the RAS can contain nitrates that passed from the aerobic stage to the clarifier. Nitrates in the anaerobic stage can interfere with the PAO activation. Additionally, the clarifier must be operated to waste a large volume of solids regularly to remove the phosphorus-containing PAOs from the system.

Modified UCT:

The UCT process is designed similar to other biological nutrient removal technologies with three

distinct stages: an anaerobic stage, an anoxic stage, and an aerobic stage. The stages are setup in series similar to the A2/O process to promote activation of PAOs in the anaerobic stage, denitrification in the anoxic stage, and BOD removal, nitrification, and phosphorus uptake in the aerobic stage. The recycle pumping configuration for the UCT process differs from the A2/O process to maintain a more consistent anaerobic condition in the first stage. The return activated sludge (RAS) from the clarifier is pumped to the anoxic zone to promote denitrification of the nitrification products and prevent interference with PAO activation. Nitrification products are also recycled from the aerobic stage to the anoxic stage for denitrification. Denitrified mixed liquor is internally recycled from the anoxic zone to the anaerobic zone to increase SRT and provide low DO, low nitrate/nitrite conditions for PAO activation. The modified UCT incorporates a split anoxic zone that operates similarly to the UCT process except the aerobic cell returns directly to the second anoxic stage and the RAS is returned to the first anoxic stage. The mixed liquor is pumped from the first anoxic stage to the anaerobic tank.

5-Stage Bardenpho:

The 5-stage Bardenpho process is similar to the technologies outlined in both the 3-stage processes previously mentioned, but it includes two additional stages to enhance nutrient removal. The anaerobic stage is still located at the beginning of the process, followed by an anoxic stage and an aerobic stage. After the aerobic stage, the flows continue to a second anoxic stage and then a second aerobic stage prior to going to the clarifier. Similar to the A2/O process, RAS is returned to the influent of the system to enter the anaerobic zone, and nitrified recycle is pumped to the first anoxic stage. The second anoxic stage positioned directly after the first aerobic stage can provide additional denitrification of the nitrification products that remain after the preceding anoxic and aerobic stages. This directly results in better total nitrogen removal, and it promotes better PAO activation in the anaerobic stage due to the reduction in nitrates/nitrites that make it to the clarifier. Additional phosphorus uptake can occur in the anoxic stage and in the second aerobic stage.

Orbal® Multichannel Oxidation System:

The Orbal® system can be designed for enhanced nutrient removal, including simultaneous nitrification-denitrification and biological phosphorus removal. The design of the Orbal® system is very similar to the conventional oxidation ditch layout, but it incorporates multiple separate channels within a similar footprint. These multiple channels allow for greater flexibility in operation to account for variable influent loadings. For nutrient removal, the typical 3-channel system will be operated with the first channel in a strong oxygen deficit condition to promote both denitrification and PAO growth. Although the operating DO is kept at zero, the system is still applied with an allotted rate of air below the oxygen demand to allow for simultaneous nitrification and denitrification to occur. The second channel in the system is designed as a swing zone with the DO varying from zero to 2 mg/L depending on the variations in loading throughout the day to provide continued nutrient removal and BOD reduction. The final stage typically maintains a 2 mg/L DO to allow for sufficient BOD removal. If more stringent phosphorus limits are imposed (i.e. less than 1 mg/L TP), an anaerobic selector can be installed upstream of the reactor to enhance luxury phosphorus uptake.

Vertical Loop Reactor:

The vertical loop reactor system, or VLR[®] manufactured by Siemens, operates with flows passing along a vertical loop through the use of horizontal baffle that runs the length of the rectangular tank to separate it into an upper and lower compartment. The VLR[®] is designed with multiple reactors in series to develop the DO stratification necessary for biological nutrient removal. Similar to the operation of the Orbal[®] process, the tanks in series are managed with the required DO levels and aeration requirements to promote nutrient removal. The aeration equipment for the VLR[®] is the same type used in the Orbal[®] process, as well. A variation of the VLR[®] process is the Verticel[®] biological nutrient removal system, which utilized a combination of mechanical aeration and diffused aeration to accomplish nutrient removal with increased aeration efficiency. The Verticel[®] process can be optimized to minimize energy usage and operator involvement. These systems can be designed to achieve nutrient levels of 5 mg/L TN and 1 mg/L TP, with ammonia less than 0.5 mg/L.

OTHER TREATMENT ALTERNATIVES

Historically, lagoons have been one of the predominant treatment approaches used to handle municipal wastes. However, the primary treatment considerations for lagoons included BOD reduction and solids separation. Nitrification can be achieved with limited success in lagoon systems, but is not typical to the levels mandated by recent permits. Total nutrient removal requires more sophisticated approaches and is not readily accomplished through lagoon processes. As permit requirements become more stringent, lagoon processes are likely to be phased out over time. An additional option that was briefly considered, but not discussed in this section, is the possibility of modifying the existing lagoons to create a nutrient removal environment within the current facility. This would involve unique design considerations specifically based on the current internal flows and potential treatment provided within the existing lagoon structure. However, previous attempts at utilizing a similar modified lagoon approach have been unsuccessful and eventually resulted in upgrading to mechanical systems. This realization, coupled with the increasingly stringent regulatory climate, makes it unadvisable to invest in this type of option when most of the capital will not be recoverable when transitioning to a new process in the future.

Two additional options that are typically thought of as more natural approaches for wastewater nutrient removal include constructed wetlands and land treatment. For discussion of the constructed wetland option, information was primarily based on the 1988 EPA Design Manual, *Constructed Wetlands and Aquatic Plant Systems for Municipal Wastewater Treatment*. In reviewing this option, the primary concern is the size that would be required for the Hattiesburg system. Based on typical hydraulic loading requirements, the 20 MGD permitted flow at the Hattiesburg South Lagoon would require greater than 950 acres of additional land adjacent to the current facility. Additionally, reported nutrient removal for constructed wetlands fluctuates widely based on seasonal variations, with ranges of 40 to 90 percent removal for ammonia. It has also been reported that constructed wetlands are not very effective or predictable in removing phosphorus, if required. When considering the feasibility of additional treatment processes used in conjunction with the current lagoon, it is important to also consider future treatment requirements. Incorporating processes that can be part of a future facility in a phased approach is

generally more cost effective. It is important that Hattiesburg does not expend significant capital or borrow long term for a lagoon modification or other treatment process that is incorporated into the existing treatment system that could be abandoned when more extensive treatment is required by future permits.

Land treatment of wastewater, as defined in EPA publication EPA/625/R-06/016, is the application of appropriately pre-treated municipal and industrial wastewater to the land at a controlled rate in a designed and engineered setting. Typical land application facilities are constructed as either subsurface drip or spray irrigation systems. These types of facilities in the past have been designed for smaller discharge quantities, but in recent years facilities as large as 10 MGD discharge have been constructed.

The requirements for such a facility to accept the 20 MGD permitted flow at the South Lagoon would include an area of contiguous land, conceptually estimated to be around 4,000 to 5,000 acres. The land must have the proper soil types to promulgate treatment and any wetlands on the site must be either mitigated or protected. Pretreatment of the wastewater to reduce solids and biological oxygen demand should be implemented by either a lagoon system or a mechanical plant capable of accepting the flow. If these land requirements can be met on property accessible to the City, we would suggest the City explore the economics and feasibility of this option.

SUMMARY OF TECHNOLOGICAL ADVANCES

As this section indicates, there are numerous technologies currently available that can be applied to remove nutrients in wastewater treatment applications. The processes discussed in this section of the report are not intended to be an exhaustive list, but instead provide a representative sample of technologies reviewed as part of this evaluation. These technologies have particular applications in which they are more effective, and some of them have inherent drawbacks and concerns associated with them. In order to select an appropriate treatment technology for a given application, there are numerous factors that have to be considered in order to attain the desired treatment goals while being conscientious of budgetary constraints. The selection of a treatment system will be significantly influenced by the review of TMDL information, including state and national trends and potential future limits.

SECTION 8 – REVIEW OF AVAILABLE TREATMENT TECHNOLOGIES

OVERVIEW

The preceding review of the advances in treatment technologies explores numerous treatment options available for meeting the permit limits at the Hattiesburg South Lagoon. However, as indicated previously, some options are not practical due to operational costs or they are not compatible with this application. This is the case for the physical-chemical processes outlined in the previous section. Therefore, the biological treatment options are the most feasible options to be considered for available treatment technologies. For the specific situation in Hattiesburg, there are two types of upgrades being reviewed: 1) a new mechanical treatment system to provide complete treatment or 2) a retrofit of the existing lagoon to achieve nitrification in an effluent polishing system. It was determined that activated sludge processes would be suitable for new mechanical systems which can provide flexibility to meet potential future treatment requirements, and fixed film technologies would be appropriate for effluent polishing systems. Three alternatives will be evaluated for each type of upgrade. Prior to finalizing the list of alternatives to be reviewed, site visits to operational examples of these types of systems were performed by City of Hattiesburg department directors.

WASTEWATER CHARACTERIZATION

Results from recent sampling of influents and strategic points within the lagoon system are presented in Appendix F. As these results indicate, significant levels of BOD and TSS are entering the existing lagoons and are likely the result of high strength industrial wastes coming into the system. Understanding that this is a conceptual evaluation, theoretical influent values will be used which assume that the City will maintain ordinances that will require all industrial and commercial users to meet maximum BOD and TSS values prior to discharging into the municipal system. If the influent loadings are not controlled, the resulting size and cost of a new treatment facility will be significantly higher than the proposed conceptual costs outlined in this report. In developing the concept for both the mechanical full scale systems and the effluent polishing systems, a design flow of 20 MGD is assumed. The basis for this assumption is: 1) the average daily flow to the existing plant is approximately 11 MGD, 2) the maximum reported flow is approximately 16.5 MGD, and 3) this is the current permitted flow for the existing facility. The following influent values are being used for the preliminary sizing of the full scale mechanical systems.

BOD ₅	240 mg/l
TSS	220 mg/l
Ammonia	24 mg/l
Total P	4 mg/l
Design Flow	20 MGD
Peak Factor	2.5

For the lagoon retrofit options, it will still be assumed that the city will maintain appropriate ordinances to control the influent loadings to the existing lagoons, and as a result the effluent BOD and TSS from the lagoons will be at a manageable level for the effluent polishing processes. Similar to the case for new plant design, if the influent loadings are not controlled the

resulting size and cost of the effluent polishing systems will be significantly higher. The following values are the assumed effluent values from the existing lagoons after the influent loading is limited and are the resulting influents for the lagoon polishing options.

BOD ₅	30 mg/l
TSS	45 mg/l
Ammonia	15 mg/l

The average permitted effluent concentrations under the current permit are as follows.

BOD ₅	30 mg/l
TSS	90 mg/l
TSS Removal	65 % (minimum)
BOD ₅ Removal	65 % (minimum)
Ammonia	2 mg/l

SELECTED ALTERNATIVES FOR REVIEW

For the new mechanical plant, Alternate 1 is the Carrousel® System by Ovivo USA, LLC., Alternate 2 is the Verticel® Vertical Loop Reactor by Siemens, Inc., and Alternate 3 is the Closed Loop Reactor by Lakeside Equipment Co. The proposed operational strategy for both the Carrousel® and Closed Loop Reactor will be a 3-stage system similar to the 3-stage Pho-redox application discussed previously to achieve biological nutrient removal. The Verticel® can also be utilized for BNR, but if stringent phosphorus limits less than 1.0 mg/l are imposed, then an anaerobic modification or supplemental chemical precipitation may be required.

For the lagoon polishing retrofit, Alternate 4 is a Moving Bed Biofilm Reactor (MBBR) from Siemens, Inc., Alternate 5 is a Nitrifying Trickling Filter system by Brentwood Industries, Inc., and Alternate 6 is a Fixed Bed Biofilm Reactor (FBBR) also by Brentwood Industries, Inc. Each of these systems can provide significant ammonia reduction. While components of these effluent polishing systems could be used as part of a total BNR system, there is limited flexibility for these systems in that type of application. Therefore, there is an inherent long-term cost risk in selecting these effluent polishing systems in the event that future phosphorus limits are imposed.

For this evaluation, Alternates 1 through 3 require a new mechanical treatment system, including headworks, influent pump station, biological reactor system, secondary clarification, solids handling system, and an administration/operations building. Alternates 4 through 6 will receive the existing lagoon effluent, but these alternates will require a pump station to lift incoming flow to the treatment process, flow splitting devices, reactor system, secondary clarification including a polymer feed system to increase TSS removal, and an operations building. It is anticipated that waste sludge from the effluent polishing systems will be able to be recycled to one of the existing lagoons, while the new complete mechanical systems will require more involved solids handling processes including digestion, dewatering, and disposal, or the Cannibal® system in the case of Alternate 2. For this evaluation, it is assumed that effluent from either system will utilize the existing disinfection system prior to discharge.

Each alternative presented in this section is provided for a preliminary conceptual comparison only. The costs developed in this section are based on conceptual design layouts and are provided for comparative purposes only. All cost information provided in this section is made on the basis of experience with similar systems and assumptions outlined previously and must be refined as the process moves forward. Finally, a “No Action” alternative provides an outline of the potential results if the system is allowed to function without upgrading the treatment process.



Figure 8-1. Location of Proposed Improvements.

ALTERNATE 1 – CARROUSEL® SYSTEM

Alternate 1 is the A2C™ Carrousel® System by Ovivo USA, LLC. The A2C option represents a 3-stage system that operates similar to an oxidation ditch with anaerobic and anoxic zones prior to entering the Carrousel® basin. The dissolved oxygen is maintained near 2.0 mg/l at the first stage of the aerobic basin and transitions to approximately 0.2 mg/l at the final stage of the basin. The aerobic zone allows for BOD removal and nitrification of ammonia. The eliminateIR gates allow recycle from the Carrousel® basin back through the anoxic zone for denitrification. Due to the anaerobic selector zone at the influent, the activated sludge is preconditioned for enhanced phosphorus uptake to occur in the aerobic and anoxic zones.

The proposed conceptual layout for the Carrousel® system is provided as Exhibit I. The recommended layout for this system will utilize four (4) 3.3 million gallon Carrousel basins operated in parallel and utilizes eight (8) EWT™ Excell® aerators which provide oxygen transfer with alpha values of 0.9 or higher.

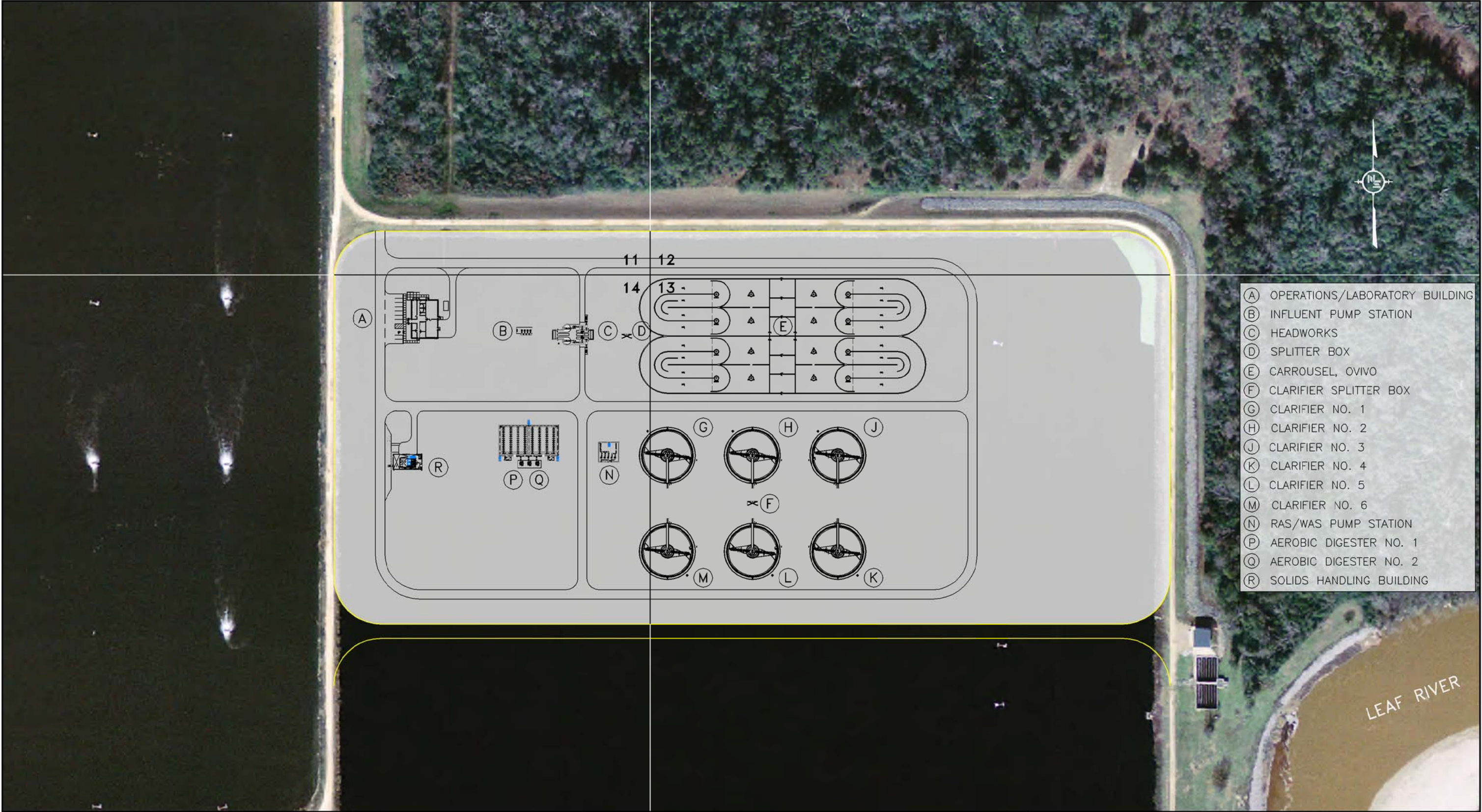
This system will include influent screening, grit removal, an influent pump station, a flow splitter box for the reactors, the Carrousel® system, a flow splitter box with control gates, six (6) secondary clarifiers, a WAS/RAS pump station, a sludge digestion system, sludge dewatering, a sludge processing building, and a 5000 square foot operations building. With this layout, approximately 1/3 of the existing Cell 4 will be dewatered, the sludge will be removed, and the new construction will be located within the cell. This cost and the cost for retrofitting the current pump stations to pump to the new plant are included in the conceptual cost. Table 8-1 provides the preliminary conceptual opinion of probable cost based on the conceptual design for comparative purposes. A brochure and preliminary design information for this system is presented in Appendix G-1.

The approximate annual operation and maintenance cost for this conceptual design is estimated at \$1,769,000 plus the existing disinfection costs. This system would allow for complete closure of the existing lagoons.

**Table 8-1. Alternate 1
A2C Carrousel System by OVIVO USA, LLC**

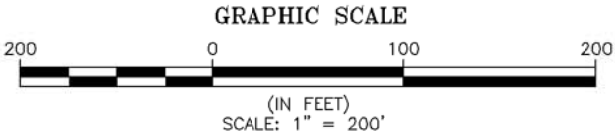
Description	SIZE / CAPACITY	QTY	COST
Carrousel System	20.0 MGD	1	\$ 14,475,000
8 - 200 HP Excel Aerators			
8 - Variable Freq. Drives			
1 - Control System			
6 - 5 HP Anaerobic Mixers			
8 - 7.5 HP Anoxic Mixers			
4 - EliminateIR Gates			
15,500 CY Concrete Structure			
Influent Pump Station	Peak Flow	1	\$ 4,062,500
Force Main Piping		21,800 LF	\$ 1,090,000
Retrofit Lift Station Pumps		8	\$ 320,000
Influent Screen / Washer	20 MGD	3	\$ 2,502,000
Grit Chamber, Grit Pumps, Dewatering	20 MGD	3	\$ 2,917,500
Splitter Box with Control Gates	Peak Flow	2	\$ 1,225,000
100' Secondary Clarifiers	Peak Flow	6	\$ 11,250,000
RAS/WAS Pumps	7.5 MGD	6	\$ 1,793,750
Sludge Digestion		3	\$ 3,562,500
Sludge Dewatering		3	\$ 1,920,000
Sludge Processing Building	9750 sf	1	\$ 975,000
Admin. / Operations Building	5000 sf	1	\$ 875,000
TOTAL EQUIPMENT			\$ 46,968,250
Earthwork and Sludge Removal (1/3 of Cell 4)			\$ 8,525,000
Electrical and Instrumentation (15%)			\$ 7,045,238
General Construction (10%)			\$ 4,696,825
Miscellaneous Metals (3%)			\$ 1,409,048
Piping (15%)			\$ 7,045,238
Painting (2%)			\$ 939,365
CONSTRUCTION SUBTOTAL			\$ 76,628,963
Contractor's Overhead and Profit (25%)			\$ 19,157,241
Contingency (25%)			\$ 23,946,551
Permitting, Acquisition, and Services Budget (15%)			\$ 17,959,913
TOTAL CONCEPTUAL CONSTRUCTION COST (excludes existing lagoon closures)			\$137,693,000
TOTAL CONCEPTUAL CONSTRUCTION COST 2013 (Assumed 3% inflation)			\$146,079,000

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- (A) OPERATIONS/LABORATORY BUILDING
- (B) INFLUENT PUMP STATION
- (C) HEADWORKS
- (D) SPLITTER BOX
- (E) CARROUSEL, OVIVO
- (F) CLARIFIER SPLITTER BOX
- (G) CLARIFIER NO. 1
- (H) CLARIFIER NO. 2
- (J) CLARIFIER NO. 3
- (K) CLARIFIER NO. 4
- (L) CLARIFIER NO. 5
- (M) CLARIFIER NO. 6
- (N) RAS/WAS PUMP STATION
- (P) AEROBIC DIGESTER NO. 1
- (Q) AEROBIC DIGESTER NO. 2
- (R) SOLIDS HANDLING BUILDING

CARROUSEL, OVIVO



EVALUATION OF
WASTE WATER
TREATMENT OPERATIONS

EXHIBIT NO. 1

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ALTERNATE 2 – VERTICAL LOOP REACTOR SYSTEM (VLR)

Alternate 2 is the Verticel® Vertical Loop Reactor System by Siemens, Inc. The vertical loop reactor design, or VLR®, utilizes reactors in series that allow for DO stratification for enhanced nutrient removal. The horizontal baffle creates the vertical flow regime and helps enhance oxygen transfer by entraining air in the bottom portion of the tank. The VLR® system uses surface mounted discs adapted from the Orbal® oxidation ditch system. The vertical loop design will typically result in a smaller overall footprint compared to a conventional oxidation ditch. The Verticel® system is an upgraded version of the VLR that combines mechanical and diffused aeration and optimizes process efficiency. The SmartBNR® process controls in the Verticel® system enable enhanced process control automated in response to probes that measure dissolved oxygen and oxidation-reduction potential, which minimize energy consumption while accomplishing biological nutrient removal to achieve the required effluent quality.

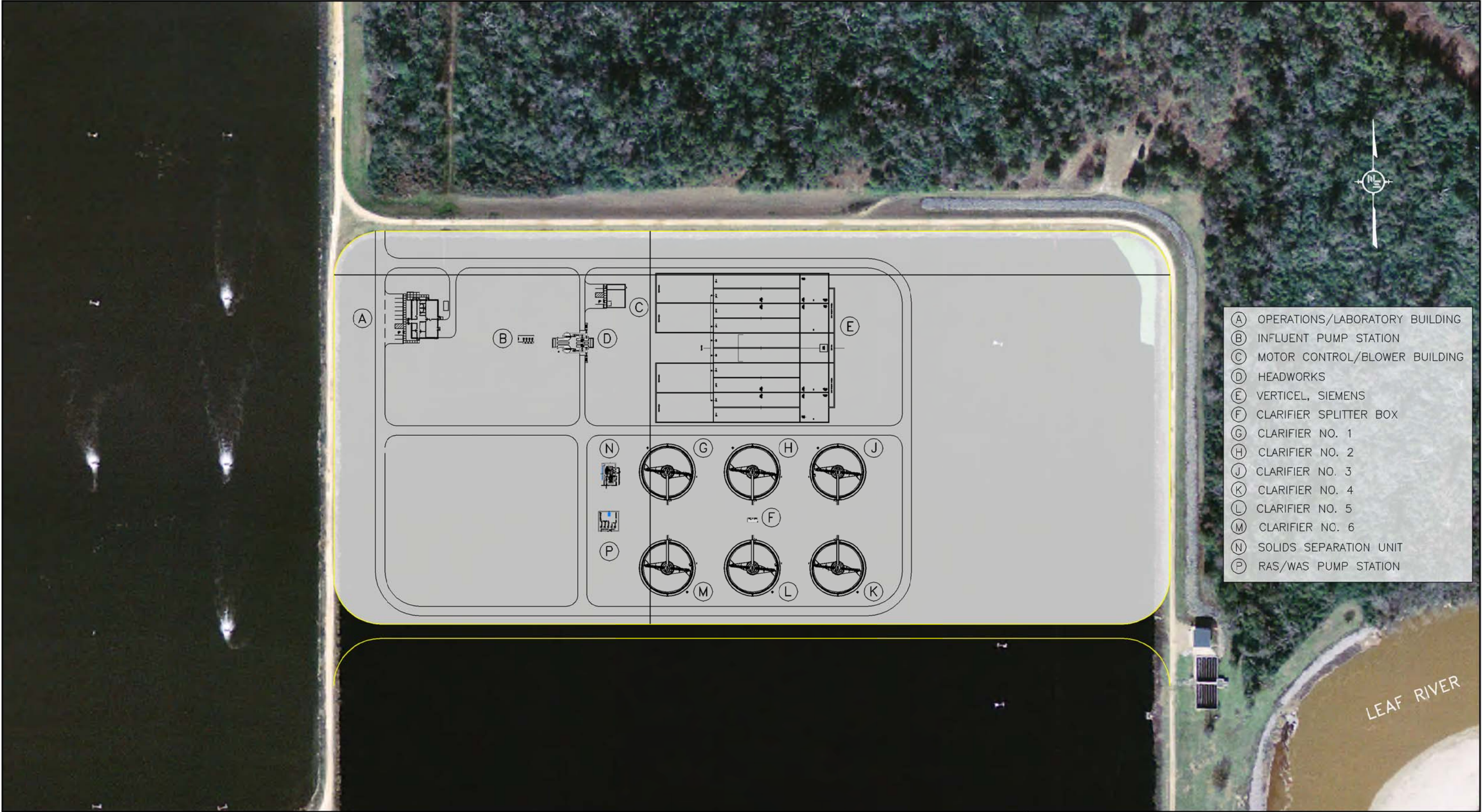
The proposed conceptual layout for this system is presented as Exhibit 2. The system will include two (2) parallel treatment trains, each containing four (4) VLRs operated in series, including two (2) interchange tanks and four (4) fine bubble reactor zones. Each VLR will have three (3) 25 HP disc aerators, and each fine bubble reactor will contain a diffuser grid with 450 diffusers each. The system will require three (3) 200 HP blowers, with two in active duty and one on stand-by.

This system will include influent screening, grit removal, an influent pump station, the Verticel® VLR® system, a flow splitter box with control gates, six (6) secondary clarifiers, a WAS/RAS pump station, and a 5000 square foot operations building. With this layout, approximately 1/3 of the existing Cell 4 will be dewatered, the sludge will be removed, and the new construction will be located within the cell. This cost and the cost for retrofitting the current pump stations to pump to the new plant are included in the conceptual cost. This system would incorporate a Cannibal® sludge reduction process and waste to a sludge holding cell instead of utilizing sludge processing facilities. Table 8-2 provides the preliminary conceptual opinion of probable cost for this facility. A brochure and preliminary design information for this system is presented in Appendix G-2.

The approximate annual operation and maintenance cost for this conceptual design is estimated at \$1,232,000 plus the existing disinfection costs. This system would allow for complete closure of the existing lagoons.

**Table 8-2. Alternate 2
Verticel with Cannibal by Siemens, Inc.**

Description	SIZE / CAPACITY	QTY	COST
Verticel Reactor System	20.0 MGD	1	\$ 20,250,000
8 - VLR Reactors			
4 - Fine Bubble Reactors			
2 - Interchange Reactors			
24 - 25 HP Disc Aerators			
8 - Fine Bubble Diffuser Grids (3600 diffusers)			
4 - Coarse Bubble Diffuser Grids (1120 diffusers)			
2 - 20 HP mixers			
2 - 15 HP mixers (RAS tanks)			
4 - 35 HP mixers (Interchange tanks)			
1 - SmartBNR Instrumentation & Controls			
1 - Cannibal System			
19,000 CY Concrete Structures			
3 - 200 HP Blowers			
Blower / Motor Control Building	1500 sf	1	\$ 150,000
Influent Pump Station	Peak Flow	1	\$ 4,062,500
Force Main Piping		21,800 LF	\$ 1,090,000
Retrofit Lift Station Pumps		8	\$ 320,000
Influent Screen / Washer	20 MGD	3	\$ 2,502,000
Grit Chamber, Grit Pumps, Dewatering	20 MGD	3	\$ 2,917,500
Splitter Box with Control Gates	Peak Flow	1	\$ 562,500
100' Secondary Clarifiers	Peak Flow	6	\$ 11,250,000
RAS/WAS Pumps	7.5 MGD	6	\$ 1,793,750
Admin. / Operations Building	5000 sf	1	\$ 875,000
TOTAL EQUIPMENT			\$ 45,773,250
Earthwork and Sludge Removal (1/3 of Cell 4)			\$ 8,525,000
Electrical and Instrumentation (15%)			\$ 6,865,988
General Construction (10%)			\$ 4,577,325
Miscellaneous Metals (3%)			\$ 1,373,198
Piping (15%)			\$ 6,865,988
Painting (2%)			\$ 915,465
CONSTRUCTION SUBTOTAL			\$ 74,896,213
Contractor's Overhead and Profit (25%)			\$ 18,724,053
Contingency (25%)			\$ 23,405,066
Permitting, Acquisition, and Services Budget (15%)			\$ 17,553,800
TOTAL CONCEPTUAL CONSTRUCTION COST (excludes existing lagoon closures)			\$134,579,000
TOTAL CONCEPTUAL CONSTRUCTION COST 2013 (Assumed 3% inflation)			\$142,775,000



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ALTERNATE 3 – CLOSED LOOP REACTOR SYSTEM (CLR)

Alternate 3 is the Closed Loop Reactor System by Lakeside Equipment Co., Inc. The CLR by Lakeside is derived from standard oxidation ditch technology. The CLR process has the ability to achieve BOD and TSS reduction, as well as the flexibility to accomplish biological nutrient removal. The CLR process utilizes Magna Rotors, which are horizontal, bladed rotor aerators, to provide aeration and mixing. Process modifications can provide maximum flexibility to allow for single stage systems, parallel or series configurations, alternating cyclic design, and an anaerobic selector can be added for BNR processes.

The proposed conceptual layout for this system is presented as Exhibit 3. The system will incorporate four (4) identical CLR's operated in parallel. Each CLR will require six (6) Dual Magna Rotors which would consist of a pair of 24 ft long torque tubes coupled together and driven by a 100 HP motor. The CLR is not currently set up for BNR processes, but, if required, an anaerobic reactor can be added to the upstream and operational conditions can be varied to achieve denitrification with the addition of some simple hardware.

This system will include influent screening, grit removal, an influent pump station, a flow splitter box for the reactors, the CLR system, a flow splitter box with control gates, six (6) secondary clarifiers, a WAS/RAS pump station, a sludge digestion system, sludge dewatering, a sludge processing building, and a 5000 square foot operations building. With this layout, approximately 1/3 of the existing Cell 4 will be dewatered, the sludge will be removed, and the new construction will be located within the cell. This cost and the cost for retrofitting the current pump stations to pump to the new plant are included in the conceptual cost. Table 8-3 provides the preliminary conceptual opinion of probable cost for this facility. A brochure and preliminary design information for this system is presented in Appendix G-3.

The approximate annual operation and maintenance cost for this conceptual design is estimated at \$1,805,000 plus the existing disinfection costs. This system would allow for complete closure of the existing lagoons.

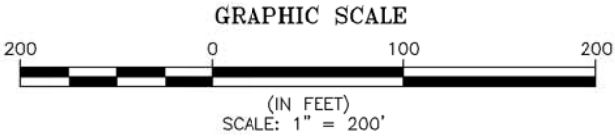
**Table 8-3. Alternate 3
Closed Loop Reactor by Lakeside Equipment Company**

Description	SIZE / CAPACITY	QTY	COST
Closed Loop Reactor System	20.0 MGD	1	\$ 9,675,000
4 - CLR Reactors			
24 - 46 ft Dual Magna Rotors			
48 - 24 ft Flow control baffle assemblies			
12 - 30 ft Effluent weirs			
1 - Lot of Intrachannel transfer gates			
7080 CY Concrete Structure			
Anaerobic Selector Basin	10 MGD	2	\$ 2,412,000
Influent Pump Station	Peak Flow	1	\$ 4,062,500
Force Main Piping		21,800 LF	\$ 1,090,000
Retrofit Lift Station Pumps		8	\$ 320,000
Influent Screen / Washer	20 MGD	3	\$ 2,502,000
Grit Chamber, Grit Pumps, Dewatering	20 MGD	3	\$ 2,917,500
Splitter Box with Control Gates	Peak Flow	2	\$ 1,225,000
100' Secondary Clarifiers	Peak Flow	6	\$ 11,250,000
RAS/WAS Pumps	7.5 MGD	6	\$ 1,793,750
Sludge Digestion		3	\$ 3,562,500
Sludge Dewatering		3	\$ 1,920,000
Sludge Processing Building	9750 sf	1	\$ 975,000
Admin. / Operations Building	5000 sf	1	\$ 875,000
TOTAL EQUIPMENT			\$ 44,580,250
Earthwork and Sludge Removal (1/3 of Cell 4)			\$ 8,525,000
Electrical and Instrumentation (15%)			\$ 6,687,038
General Construction (10%)			\$ 4,458,025
Miscellaneous Metals (3%)			\$ 1,337,408
Piping (15%)			\$ 6,687,038
Painting (2%)			\$ 891,605
CONSTRUCTION SUBTOTAL			\$ 73,166,363
Contractor's Overhead and Profit (25%)			\$ 18,291,591
Contingency (25%)			\$ 22,864,488
Permitting, Acquisition, and Services Budget (15%)			\$ 17,148,366
TOTAL CONCEPTUAL CONSTRUCTION COST			\$131,471,000
(excludes existing lagoon closures)			



- (A) OPERATIONS/LABORATORY BUILDING
- (B) INFLUENT PUMP STATION
- (C) HEADWORKS
- (D) SPLITTER BOX
- (E) CLOSED LOOP REACTOR NO. 1, LAKESIDE
- (F) CLOSED LOOP REACTOR NO. 2, LAKESIDE
- (G) CLOSED LOOP REACTOR NO. 3, LAKESIDE
- (H) CLOSED LOOP REACTOR NO. 4, LAKESIDE
- (J) CLARIFIER SPLITTER BOX
- (K) CLARIFIER NO. 1
- (L) CLARIFIER NO. 2
- (M) CLARIFIER NO. 3
- (N) CLARIFIER NO. 4
- (P) CLARIFIER NO. 5
- (Q) CLARIFIER NO. 6
- (R) RAS/WAS PUMP STATION
- (S) AEROBIC DIGESTER NO. 1
- (T) AEROBIC DIGESTER NO. 2
- (U) SOLIDS HANDLING BUILDING

CLOSED LOOP REACTOR, LAKESIDE



EVALUATION OF
WASTE WATER
TREATMENT OPERATIONS

EXHIBIT NO. 3

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ALTERNATE 4 – MOVING BED BIOFILM REACTOR (MBBR)

Alternate 4 is the Moving Bed Biofilm Reactor (MBBR) by Siemens, Inc. The MBBR uses suspended synthetic biomass carriers to provide a large amount of surface area within a small reactor footprint. The MBBR can be system can be installed in existing conventional activated sludge plants to increase treatment capacity without increasing the plant footprint. Also, MBBR processes have been used with success in applications similar to the Hattiesburg site, where they are installed at the effluent of existing lagoon systems to meet more stringent ammonia demands.

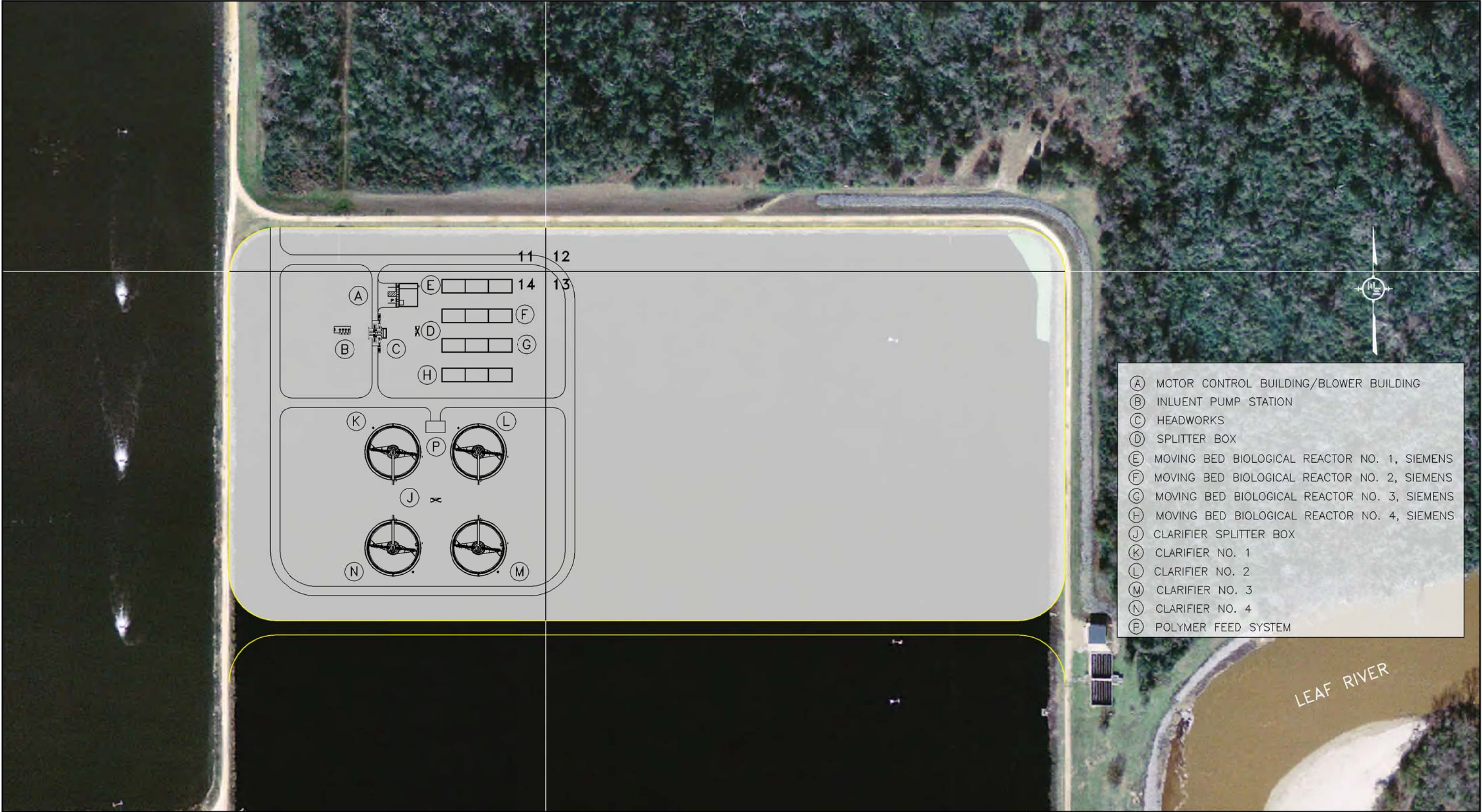
The proposed conceptual layout for this system is presented as Exhibit 4. The system will operate with four (4) identical treatment trains in parallel. Each train will be approximately 150 ft long and 30 ft wide. Each MBBR will include three (3) separate compartments in each basin to allow for select DO configurations within the reactor. The system will require five (5) 125 HP blowers, with four for active duty and one standby unit. The proposed design calls for 2930 cubic meters of Spira 14 HDPE biomass carriers, 120 cylindrical carrier retention screens, 12 drain port screens, and 12 medium bubble stainless steel aeration grids. The system is designed to remove additional ammonia and provide BOD polishing of the existing lagoon effluent prior to discharge, therefore the lagoons must remain open and operational.

This system will include influent screening, an influent pump station, a flow splitter box for the reactors, the MBBR system, a flow splitter box with control gates, four (4) secondary clarifiers, a WAS pump station, and a 1500 square foot motor control building. With this layout, approximately 1/3 of the existing Cell 4 will be dewatered, the sludge will be removed, and the new construction will be located within the cell. This cost is included in the conceptual cost. Table 8-4 provides the preliminary conceptual opinion of probable cost for this facility. A brochure and preliminary design information for this system is presented in Appendix G-4.

The approximate annual operation and maintenance cost for this conceptual design is estimated at \$661,000 plus the existing lagoon operation and disinfection costs. Additionally, the polymer feed system is required to remove additional solids that pass through the effluent polishing reactors. The polymer costs could range from \$400,000 to \$900,000 per year if the lagoons are not effective in solids removal, including controlling algal growth. If solids are minimized in the lagoon effluent, the polymer feed could be reduced or possibly eliminated, resulting in significant operational cost savings.

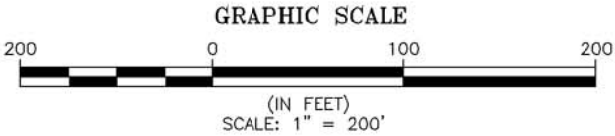
**Table 8-4. Alternate 4
Moving Bed Biofilm Reactor by Siemens, Inc.**

Description	SIZE / CAPACITY	QTY	COST
MBBR System	20.0 MGD	1	\$ 6,522,000
2930 m ³ Biomass Carriers			
120 - Stainless Steel Retention Screens			
12 - Drain Port Screens			
12 - Medium Bubble Aeration Grids			
3400 CY Concrete Structure			
Blowers	125 HP	5	\$ 370,000
Influent Pump Station	Peak Flow	1	\$ 4,062,500
Influent Screen / Washer		3	\$ 2,502,000
Splitter Box w/ Control Gates	Peak Flow	2	\$ 1,225,000
Polymer Feed System		1	\$ 187,500
120' Secondary Clarifiers	1100 gpd/sf	4	\$ 7,500,000
WAS Pumps	1 MGD	4	\$ 631,250
Motor Control / Blower Building	1500 sf	1	\$ 150,000
TOTAL EQUIPMENT			\$ 23,150,250
Earthwork and Sludge Removal (1/3 of Cell 4)			\$ 8,525,000
Sitework / General Construction (10%)			\$ 2,315,025
Miscellaneous Metals (3%)			\$ 694,508
Piping (15%)			\$ 3,472,538
Painting (2%)			\$ 463,005
CONSTRUCTION SUBTOTAL			\$ 38,620,325
Contractor's Overhead and Profit (25%)			\$ 9,655,081
Contingency (25%)			\$ 12,068,852
Permitting, Acquisition, and Services Budget (15%)			\$ 9,051,639
TOTAL CONCEPTUAL CONSTRUCTION COST			\$ 69,396,000
(excludes existing lagoon closures)			
TOTAL CONCEPTUAL CONSTRUCTION COST 2013			\$ 73,622,000
(Assumed 3% inflation)			



- (A) MOTOR CONTROL BUILDING/BLOWER BUILDING
- (B) INLUENT PUMP STATION
- (C) HEADWORKS
- (D) SPLITTER BOX
- (E) MOVING BED BIOLOGICAL REACTOR NO. 1, SIEMENS
- (F) MOVING BED BIOLOGICAL REACTOR NO. 2, SIEMENS
- (G) MOVING BED BIOLOGICAL REACTOR NO. 3, SIEMENS
- (H) MOVING BED BIOLOGICAL REACTOR NO. 4, SIEMENS
- (J) CLARIFIER SPLITTER BOX
- (K) CLARIFIER NO. 1
- (L) CLARIFIER NO. 2
- (M) CLARIFIER NO. 3
- (N) CLARIFIER NO. 4
- (P) POLYMER FEED SYSTEM

MOVING BED BIOLOGICAL REACTOR, SIEMENS



EVALUATION OF
WASTE WATER
TREATMENT OPERATIONS

EXHIBIT NO. 4

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ALTERNATE 5 – NITRIFYING TRICKLING FILTER (NTF)

Alternate 5 is the Nitrifying Trickling Filter (NTF) system by Brentwood Industries, Inc. The NTF system is composed of synthetic structured media sheets installed in a trickling filter tower. Wastewater is applied to the media with distributor arms and to drip through the filter while air flows countercurrent to the direction of wastewater flow. Although trickling filters have been used in the wastewater industry for several decades, the modern systems are advanced in comparison to the rock filters used historically. The high strength, thermoformed PVC media provides greater specific surface area which allows for higher organic loading rates. Bio-towers developed for nitrification use higher surface area media with smaller passages to control the biofilm thickness and reduce fouling or plugging of the filter system. Natural draft or forced draft ventilation can be used to supply the appropriate aeration.

The proposed conceptual layout for this system is presented as Exhibit 5. The system will operate with four (4) identical NTF towers operated in parallel. Each NTF will be 72 ft in diameter and approximately 20 ft tall. Each NTF will contain 81,171 cubic ft of CF-1900 media. The systems will require four (4) 50 HP ventilation fans to provide sufficient air flow through the system. The system is designed to remove additional ammonia and provide BOD polishing of the existing lagoon effluent prior to discharge, therefore the lagoons must remain open and operational.

This system will include influent screening, an influent pump station, a flow splitter box for the reactors, the NTF towers, a flow splitter box for the clarifiers, four (4) secondary clarifiers, a WAS pump station, and a 1500 square foot motor control building. With this layout, approximately 1/3 of the existing Cell 4 will be dewatered, the sludge will be removed, and the new construction will be located within the cell. This cost is included in the conceptual cost. Table 8-5 provides the preliminary conceptual opinion of probable cost for this facility. A brochure and preliminary design information for this system is presented in Appendix G-5.

The approximate annual operation and maintenance cost for this conceptual design is estimated at \$500,000 plus the existing lagoon operation and disinfection costs. Additionally, the polymer feed system is required to remove additional solids that pass through the effluent polishing reactors. The polymer costs could range from \$400,000 to \$900,000 per year if the lagoons are not effective in solids removal, including controlling algal growth. If solids are minimized in the lagoon effluent, the polymer feed could be reduced or possibly eliminated, resulting in significant operational cost savings.

**Table 8-5. Alternate 5
Nitrifying Trickling Filters by Brentwood Industries, Inc.**

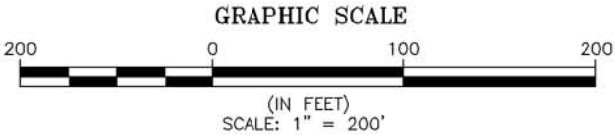
Description	SIZE / CAPACITY	QTY	COST
Nitrifying Trickling Filter System	20.0 MGD	1	\$ 6,101,000
4 - 72' (Dia.) x 20' (depth) CF-1900 Media Towers			
1 - AccuPier Support System			
1 - AccuGrid Protective Layer			
3100 CY Concrete Structures			
Ventilation System	7200 cf/min	4	\$ 350,000
Influent Pump Station	Peak Flow	1	\$ 4,062,500
Influent Screen / Washer		3	\$ 2,502,000
Splitter Box w/ Control Gates	Peak Flow	2	\$ 1,225,000
Polymer Feed System		1	\$ 187,500
120' Secondary Clarifiers	1100 gpd/sf	4	\$ 7,500,000
WAS Pumps	1 MGD	4	\$ 631,250
Motor Control Building	1500 sf	1	\$ 150,000
TOTAL EQUIPMENT			\$ 22,709,250
Earthwork and Sludge Removal (1/3 of Cell 4)			\$ 8,525,000
Sitework / General Construction (10%)			\$ 2,270,925
Miscellaneous Metals (3%)			\$ 681,278
Piping (15%)			\$ 3,406,388
Painting (2%)			\$ 454,185
CONSTRUCTION SUBTOTAL			\$ 38,047,025
Contractor's Overhead and Profit (25%)			\$ 9,511,756
Contingency (25%)			\$ 11,889,695
Permitting, Acquisition, and Services Budget (15%)			\$ 8,917,271
TOTAL CONCEPTUAL CONSTRUCTION COST (excludes existing lagoon closures)			\$ 68,366,000
TOTAL CONCEPTUAL CONSTRUCTION COST 2013 (Assumed 3% inflation)			\$ 72,529,000



- (A) MOTOR CONTROL BUILDING
- (B) INFLUENT PUMP STATION
- (C) HEADWORKS
- (D) SPLITTER BOX
- (E) NITRIFYING TRICKLING FILTER NO. 1, BRENTWOOD
- (F) NITRIFYING TRICKLING FILTER NO. 2, BRENTWOOD
- (G) NITRIFYING TRICKLING FILTER NO. 3, BRENTWOOD
- (H) NITRIFYING TRICKLING FILTER NO. 4, BRENTWOOD
- (J) CLARIFIER SPLITTER BOX
- (K) CLARIFIER NO. 1
- (L) CLARIFIER NO. 2
- (M) CLARIFIER NO. 3
- (N) CLARIFIER NO. 4
- (P) POLYMER FEED SYSTEM

LEAF RIVER

NITRIFYING TRICKLING FILTER, BRENTWOOD



EVALUATION OF
WASTE WATER
TREATMENT OPERATIONS

EXHIBIT NO. 5

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ALTERNATE 6 – FIXED BED BIOFILM REACTOR (FBBR)

Alternate 6 is the Fixed Bed Biofilm Reactor (FBBR) system by Brentwood Industries, Inc. The FBBR system is composed of synthetic structured media sheets like those in a trickling filter tower, however the sheets are submerged in the reactor and the aeration is provided through diffused air systems. The structured media, or AccuFAS towers, are supported by a pre-engineered AccuPier support system. The biomass film growth on the fixed sheets increases solids retention time and promotes nitrification in a smaller reactor footprint and generates significantly less solids than a conventional treatment system. The fluid flow in the reactor is recirculated with the rising air from the diffusers mounted beneath the AccuFAS towers.

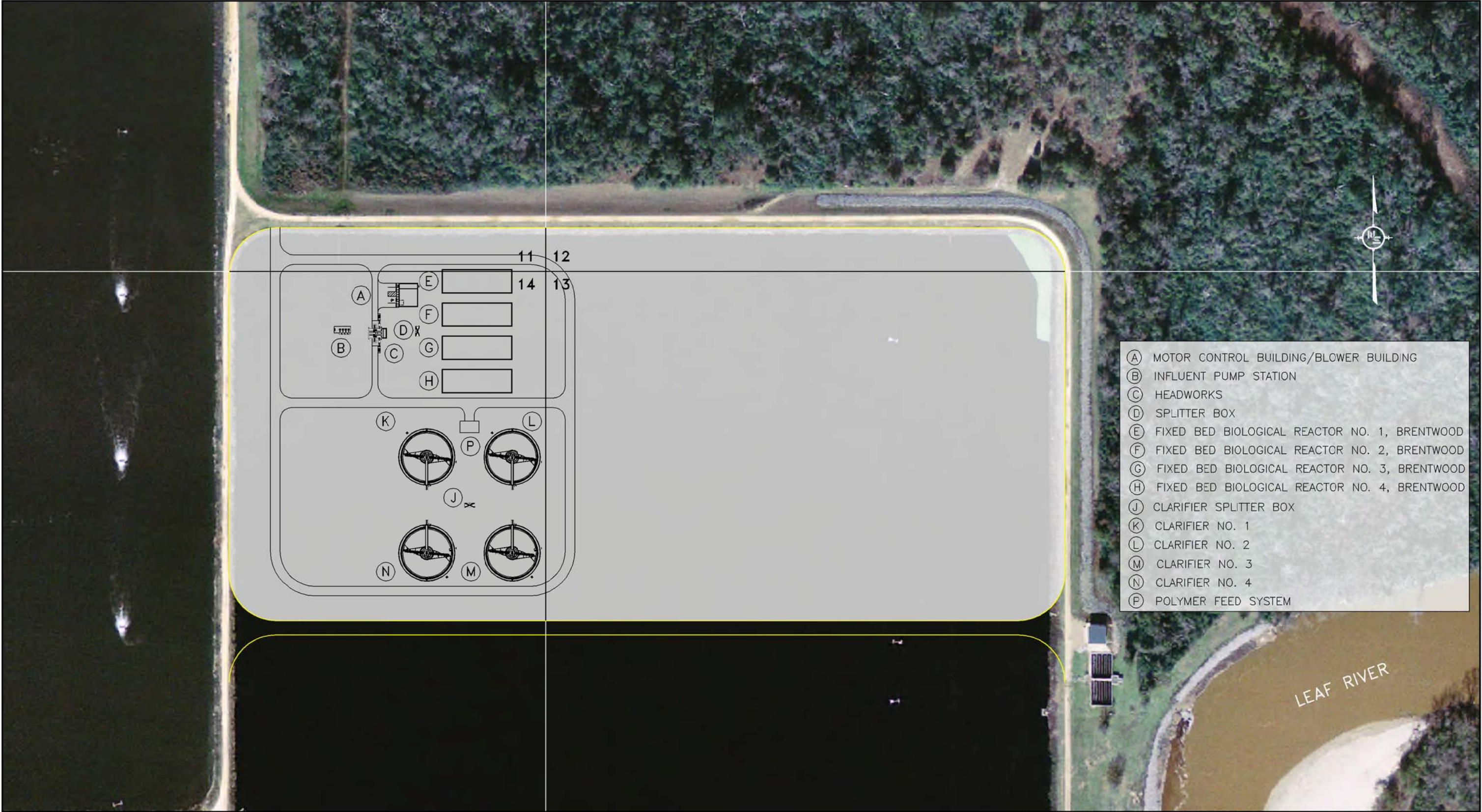
The proposed conceptual layout for this system is presented as Exhibit 6. The system will operate with four (4) identical FBBR trains operated in parallel. Each FBBR will be 150 ft long and 48 ft wide. Each FBBR will contain 13 media towers. The towers will each contain one (1) layer of CF-1900 DM media and five (5) layers of VF-1900 media. The total required for each train is approximately 59,900 cubic feet of media. The systems will require five (5) 100 HP blowers, with four in active duty and one on standby. Aeration diffuser equipment would also be provided. The system is designed to remove additional ammonia and provide BOD polishing of the existing lagoon effluent prior to discharge, therefore the lagoons must remain open and operational.

This system will include influent screening, an influent pump station, a flow splitter box for the reactors, the FBBR system, a flow splitter box for the clarifiers, four (4) secondary clarifiers, a WAS pump station, and a 1500 square foot motor control building. With this layout, approximately 1/3 of the existing Cell 4 will be dewatered, the sludge will be removed, and the new construction will be located within the cell. This cost is included in the conceptual cost. Table 8-6 provides the preliminary conceptual opinion of probable cost for this facility. A brochure and preliminary design information for this system is presented in Appendix G-6.

The approximate annual operation and maintenance cost for this conceptual design is estimated at \$632,000 plus the existing lagoon operation and disinfection costs. Additionally, the polymer feed system is required to remove additional solids that pass through the effluent polishing reactors. The polymer costs could range from \$400,000 to \$900,000 per year if the lagoons are not effective in solids removal, including controlling algal growth. If solids are minimized in the lagoon effluent, the polymer feed could be reduced or possibly eliminated, resulting in significant operational cost savings.

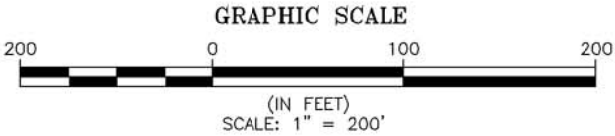
**Table 8-6. Alternate 6
AccuFAS Fixed Bed Biofilm Reactor by Brentwood Industries, Inc.**

Description	SIZE / CAPACITY	QTY	COST
AccuFAS Reactor System	20.0 MGD	1	\$ 8,747,000
52 - Media Towers (VF-1900 & CF-1900DM media)			
- Support Structures			
- Media Restraint System			
- Aeration Diffuser System			
4100 CY Concrete Structure			
Blowers	100 HP	5	\$ 337,500
Influent Pump Station	Peak Flow	1	\$ 4,062,500
Influent Screen / Washer		3	\$ 2,502,000
Splitter Box w/ Control Gates	Peak Flow	2	\$ 1,225,000
Polymer Feed System		1	\$ 187,500
120' Secondary Clarifiers	1100 gpd/sf	4	\$ 7,500,000
WAS Pumps	1 MGD	4	\$ 631,250
Motor Control / Blower Building	1500 sf	1	\$ 150,000
TOTAL EQUIPMENT			\$ 25,342,750
Earthwork and Sludge Removal (1/3 of Cell 4)			\$ 8,525,000
Sitework / General Construction (10%)			\$ 2,534,275
Miscellaneous Metals (3%)			\$ 760,283
Piping (15%)			\$ 3,801,413
Painting (2%)			\$ 506,855
CONSTRUCTION SUBTOTAL			\$ 41,470,575
Contractor's Overhead and Profit (25%)			\$ 10,367,644
Contingency (25%)			\$ 12,959,555
Permitting, Acquisition, and Services Budget (15%)			\$ 9,719,666
TOTAL CONCEPTUAL CONSTRUCTION COST			\$ 74,517,000
(excludes existing lagoon closures)			
TOTAL CONCEPTUAL CONSTRUCTION COST 2013			\$ 79,055,000
(Assumed 3% inflation)			



- (A) MOTOR CONTROL BUILDING/BLOWER BUILDING
- (B) INFLUENT PUMP STATION
- (C) HEADWORKS
- (D) SPLITTER BOX
- (E) FIXED BED BIOLOGICAL REACTOR NO. 1, BRENTWOOD
- (F) FIXED BED BIOLOGICAL REACTOR NO. 2, BRENTWOOD
- (G) FIXED BED BIOLOGICAL REACTOR NO. 3, BRENTWOOD
- (H) FIXED BED BIOLOGICAL REACTOR NO. 4, BRENTWOOD
- (J) CLARIFIER SPLITTER BOX
- (K) CLARIFIER NO. 1
- (L) CLARIFIER NO. 2
- (M) CLARIFIER NO. 3
- (N) CLARIFIER NO. 4
- (P) POLYMER FEED SYSTEM

FIXED BED BIOLOGICAL REACTOR, BRENTWOOD



EVALUATION OF
WASTE WATER
TREATMENT OPERATIONS

EXHIBIT NO. 6

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UPGRADING THE EFFLUENT POLISHING SYSTEMS

In assessing the effluent polishing systems, it is also important to evaluate the potential impacts of future nutrient limits and the upgrades these systems would require to meet these limits. These systems are designed to remove ammonia via nitrification. However, it is possible for these systems to achieve denitrification if the ammonia is nitrified prior to entering the systems. Therefore, these systems could incorporate a mechanical aeration basin that achieves BOD removal and nitrification, and these reactors could then be used for denitrification.

Since this system would not be the ideal design scenario, operation could potentially be more difficult than the seamless designs of current mechanical systems. But, the system should conceivably be capable of total nitrogen removal to meet future nitrogen limits. For phosphorus limits, an anaerobic basin could be incorporated to promote phosphate accumulating organism (PAO) growth to achieve biological phosphorus removal in the aeration basin, or chemical precipitation could be incorporated using a chemical feed system prior to clarification.

With the above listed modifications, the effluent polishing systems would then need to be operated as full mechanical systems. In order for these systems to function properly, the lagoons would then have to be bypassed in the same manner as the mechanical plants listed in Alternates 1-3. The conceptual cost of the upgrades required to meet total nutrient limits in future permits is presented in Table 8-8, on the following page. The present value of the 2018 construction cost is also presented assuming a 3% inflation rate over the next 7 years.

POTENTIAL SOUTH LAGOON CLOSURE

The selection of a full mechanical system, or if effluent polishing reactors are incorporated into a full mechanical system in the future, will require full strength wastewater to enter the plants to maintain proper biomass population and successful treatment. Once these mechanical systems are operational, the existing lagoons will either have to be incorporated into the treatment system or they will need to be closed in accordance with MDEQ requirements. This would require a strategic plan to incorporate some portions of the lagoons for potential stormwater overflow and sludge holding, while likely closing the majority of the current lagoon system. The scope of this document does not fully address this prospective task, as a comprehensive investigation would be necessary to fully develop a closure plan for the system, but an estimated cost of the sludge removal is provided in Table 8-7 to demonstrate the financial magnitude of this process.

Table 8-7. South Lagoon Sludge Removal Costs

Item	Quantity	Unit	Unit Price	Extension
Cell 1 Sludge Removal	18,000	Tons	\$ 150.00	\$ 2,700,000.00
Cell 2 Sludge Removal	21,900	Tons	\$ 150.00	\$ 3,285,000.00
Cell 3 Sludge Removal	3,400	Tons	\$ 150.00	\$ 510,000.00
Cell 4 Sludge Removal	9,900	Tons	\$ 150.00	\$ 1,485,000.00
Sludge Transport	18,504	Loads	\$ 200.00	\$ 3,700,870.00
Sludge Disposal	462,609	C.Y.	\$ 13.00	\$ 6,013,913.00
Total:				\$ 17,694,783.00

**Table 8-8. Effluent Polishing Systems Upgraded
To Full Mechanical Systems**

Description	SIZE / CAPACITY	QTY	COST
Activated Sludge System	20.0 MGD	1	\$ 9,500,000
4 - Reactors			
Aeration Equipment			
8000 CY Concrete Structure			
Anaerobic Selector Basin	10 MGD	2	\$ 2,412,000
Force Main Piping		21,800 LF	\$ 1,090,000
Retrofit Lift Station Pumps		8	\$ 320,000
Grit Chamber, Grit Pumps, Dewatering	20 MGD	3	\$ 2,917,500
120' Secondary Clarifiers	750 gpd/sf	2	\$ 3,750,000
RAS/WAS Pumps	7.5 MGD	6	\$ 1,793,750
Sludge Digestion		3	\$ 3,562,500
Sludge Dewatering		3	\$ 1,920,000
Sludge Processing Building	9750 sf	1	\$ 975,000
Admin. / Operations Building	5000 sf	1	\$ 875,000
TOTAL EQUIPMENT			\$ 29,115,750
Electrical and Instrumentation (15%)			\$ 4,367,363
General Construction (10%)			\$ 2,911,575
Miscellaneous Metals (3%)			\$ 873,473
Piping (15%)			\$ 4,367,363
Painting (2%)			\$ 582,315
CONSTRUCTION SUBTOTAL			\$ 42,217,838
Contractor's Overhead and Profit (25%)			\$ 10,554,459
Contingency (25%)			\$ 13,193,074
Permitting, Acquisition, and Services Budget (15%)			\$ 9,894,806
TOTAL CONCEPTUAL CONSTRUCTION COST (excludes existing lagoon closures)			\$ 75,860,000
TOTAL CONCEPTUAL CONSTRUCTION COST 2018 (Assumed 3% inflation)			\$ 93,298,000

“NO ACTION” ALTERNATIVE

To properly evaluate every possibility for the immediate future of the City of Hattiesburg’s wastewater treatment system, a “No Action” alternative must be considered. This section will help to establish a baseline for the consideration of all other alternatives, as well as, validate the need for action to be taken based on the recommendations of this report. The “No Action” alternative does not encourage an apathetic view of the situation, but sheds light on the action that needs to be taken, and should aid in solidifying the need for intervention and deviation from the current course of events.

Currently, as has been established previously in this report, the North and South Lagoons have been shown to be lacking in certain areas of treatment. These shortcomings have led to violations of the existing NPDES permits granted to the City of Hattiesburg by Mississippi Department of Environmental Quality. The two facilities have varying areas of concern, and therefore shall be discussed independently in this section.

The North Lagoon:

The North Lagoon has had only a few issues with exceeding the current permit limits. The bulk of its problems exist in the form of TSS and fecal coliform removal limits, removal efficiency for TSS and BOD₅, and an inability to introduce additional significant flows without adversely affecting the system’s overall removal efficiency.

In an effort to combat these issues, an expansion design has been developed. This plan adds two aerated cells to the North Lagoon system. The additional capacity should help to eliminate exceeding of the TSS and fecal coliform limits, increase the removal efficiency of TSS and BOD₅, and provide adequate treatment capacity for the introduction of substantial additional flows. Though nutrient levels are a required reporting parameter, past TMDL studies have not indicated that nutrient removal is required for the facility.

If the “No Action” alternative is exercised in the current condition of the facility, continued exceeding of the TSS and fecal coliform limits can be expected. Also, as population, number of businesses and the city limits increase, removal efficiencies will reduce further. All of these issues will result in violations and possible litigation for the City. The financial implications could be substantial in the form of fines and legal fees.

Given the advanced stage of development of the design for the expansion of the lagoon, it is assumed that these changes will be implemented in a timely fashion. Completion of these items is anticipated to alleviate the current issues. Modifications to the treatment stream beyond this are not warranted at this time.

The South Lagoon:

The South Lagoon has had continuing issues with meeting its required permit limits. Recent exceeded limits include effluent limits for fecal coliform and BOD₅, even before the more stringent limits were enacted with the latest permit. Phase I of the current permit requires

reporting of the nutrient levels for Total Influent Ammonia (as N), Total Effluent Nitrogen, and Total Effluent Phosphorus. Phase II of the permit places a removal requirement on the Total Effluent Ammonia (as N), which must be met before May 31, 2015. To date the South Lagoon has been unable to meet the forthcoming Phase II nutrient requirement.

If the “No Action” alternative is enacted for the South Lagoon the consequences will be severe. Recent violations in the BOD₅ limits have prompted hearings with the MDEQ. If a modification is not made to the current process heavy fines and possible litigation can occur. This would not only cost the city and taxpayers financially, but could present a significant health risk to the City of Hattiesburg and downstream populations. Furthermore, as stated previously in this report, nutrient removal is very hard to accomplish in a typical lagoon system. Therefore the system must be modified in some way to meet these impending removal requirements. If these modifications are not made these requirements cannot be met. This could cause significant environmental damage and again result in hefty fines and expensive litigation for the City of Hattiesburg.

Considering the stance of the Environmental Protection Agency on TMDL’s, the consequential stance of state agencies, as a result, and the trend of treatment requirements placed on wastewater facilities as explored in this document, it is logical to conclude that the consequences of this alternative are far reaching and serious. Discharge limits are very likely to become more stringent, and removal requirements for other nutrients, such as phosphorus, will probably be enforced in upcoming permit renewals. In light of this, the “No Action” alternative causes immediate consequences by continuing to violate existing permit limits, but also causes the violation of future requirements that are either enacted or anticipated. It should be noted that the MDEQ has the authority to levy fines up \$25,000 per day, per violation. Fines of this magnitude would be financially catastrophic for any municipality. There is also the possibility of litigation from taxpayers, downstream populations, environmental groups, and other private organizations. This alternative is not a viable strategy for the City of Hattiesburg as it moves forward.

Some possible considerations for action would be to enact and/or enforce ordinances which require pretreatment of the waste stream. This is especially true for users with certain wastewater characteristics, such as a high BOD₅ effluent. Also, modification of the treatment process through the South Lagoon system must be considered. This would need to provide treatment for the Phase II requirement to remove Ammonia (as N) and any future anticipated requirement to remove other nutrients such as Total Phosphorus. Making these provisions would aid in ensuring future compliance with permit regulations and in allowing for future growth of the City of Hattiesburg.

SECTION 9 – CONCLUSIONS, RECOMMENDATIONS AND PROJECT SCHEDULE

CONCLUSIONS

The City of Hattiesburg is experiencing problems meeting the required effluent quality with their current lagoon systems. In order to assess the current capabilities of the system and determine the action steps necessary to achieve compliance with the MDEQ permits for both the North and the South Lagoon, the City retained the services of an engineering team comprised of Neel-Schaffer, Inc. and Shows, Dearman, and Waits, Inc. Working together with City personnel, the team evaluated the treatment capabilities of both lagoons and analyzed the past performance of the treatment systems.

Additionally, the team reviewed state, regional, and national regulatory trends regarding wastewater treatment requirements to assess the potential for more stringent future limits. The team also generated population growth projections and potential annexation prospects. This report then outlined a multitude of technological advances in the field of wastewater treatment that could provide potential solutions for the City's treatment issues. From this list, biological treatment options were determined to be the most feasible of the available treatment technologies. For the specific situation in Hattiesburg, two types of alternatives were evaluated in greater detail: 1) a new mechanical treatment system to provide complete treatment or 2) a retrofit of the existing lagoon to achieve nitrification in an effluent polishing system. Three alternatives were evaluated for each type of upgrade to provide a conceptual comparative analysis for the types of systems, including initial capital investment, operational and maintenance costs, and plant layouts.

From this evaluation, the full mechanical systems ranged in total conceptual construction cost of approximately \$157 million to \$164 million, including the cost of lagoon closure. The annual operation and maintenance costs of these systems are anticipated to range from \$1.2 million to \$1.8 million. These standalone systems will allow for the closure of the existing South Lagoon and are capable of biological nutrient removal. The effluent polishing systems evaluated in this report ranged in initial capital costs from approximately \$73 million to \$79 million. The expected annual operation and maintenance costs of the effluent polishing systems is highly dependent on polymer feed requirements, resulting in a conservative range of \$1.0 million to \$2.0 million. The lagoons would have to remain functional with the effluent polishing systems and they would need to consistently produce low BOD effluent prior to the polishing reactors. The effluent polishing systems could potentially be incorporated into a full mechanical system to meet future nutrient limits, but the initial conceptual cost of this system could range from \$80 million to \$95 million plus the additional costs of lagoon closure.

Based on the information presented in this report, the following outlines describe some of the benefits and drawbacks of the two types of alternatives explored.

EFFLUENT POLISHING SYSTEMS

POSITIVES	NEGATIVES
• Require less initial capital costs. • Capable of meeting current permitted ammonia limits. • Shorter construction timeframe.	• Lagoons must remain operational. • Odor concerns with lagoons may still exist. • Treatment success depends on successful lagoon operation. • Operational costs will be in addition to the current lagoon operational costs. • Not capable of total nutrient removal. • Capital costs required to upgrade for future limits will likely be in the \$80 million to \$95 million range plus lagoon closure (assuming 3% inflation).

COMPLETE MECHANICAL SYSTEMS

POSITIVES	NEGATIVES
• Allow for lagoon closure. • Capable of meeting current permits and potential future nutrient limits. • Minimal odor concerns.	• Higher initial capital cost. • Longer construction timeframe.

RECOMMENDATIONS

Of the alternatives that were evaluated, the decision on which type of system ultimately depends on the City's goals and objectives. Effluent polishing systems require less initial capital investment but are not capable of total nutrient removal without significant upgrades. Complete mechanical systems allow for more flexibility which results in greater confidence of long term treatment success, but this option requires a higher initial capital investment. The results of a 25 year life cycle economic impact analysis are presented in Table 9-1. The MDEQ has recently begun the implementation of a program to develop numeric nutrient criteria requirements for discharge permits. MDEQ will typically allow municipalities some window of time to comply with new limits once they are implemented. With these factors considered, the life cycle financial analysis included the upgrades to the effluent polishing systems being implemented in 2018. The level of accuracy of the preliminary estimates developed at this stage do not allow for the selection of a specific alternative, but are provided for comparative purposes only. Specific process selection will be required as part of the preliminary engineering phase.

Table 9-1. Life Cycle Costs of Alternatives

	Alternate 1 OVIVO A2C	Alternate 2 SIEMENS VERTICEL	Alternate 3 LAKESIDE CLR	Alternate 4 SIEMENS MBBR	Alternate 5 BRENTWOOD NTF	Alternate 6 BRENTWOOD ACCUFAS
Total Project Cost	\$163,774,000	\$160,470,000	\$157,173,000	\$182,745,000	\$181,652,000	\$188,178,000
Annual Operation and Maintenance	\$1,769,000	\$1,232,000	\$1,805,000	\$2,040,000	\$1,879,000	\$2,011,000
Life Cycle Costs (25yr)	\$315,099,000	\$289,916,000	\$306,428,000	\$346,509,000	\$315,832,000	\$329,090,000
Amortized Cost per year	\$12,604,000	\$11,597,000	\$12,257,000	\$13,860,000	\$12,633,000	\$13,164,000

From the economic analysis, the mechanical systems result in lower life cycle costs compared to the effluent polishing systems. With lower life cycle costs and more confidence in long term treatment success, this report recommends a full mechanical plant. However, additional review and input from the City regarding these treatment alternatives is required before a specific system can be selected. Exhibit 9-1 provides a schedule that outlines the steps required for the City of Hattiesburg to achieve compliance by the May 31, 2017 deadline given in the Agreed Order.

ACTION STEPS

- Identify and secure project funding sources.
- Develop a program implementation plan.
- Initiate consultant selection process.
- Proceed with preliminary design and process selection.
- Final Design.
- Bidding and Construction.

***Exhibit 9-1. City of Hattiesburg
Wastewater Treatment Plant Improvements***

Project Schedule

***Exhibit 9-1. City of Hattiesburg
Wastewater Treatment Plant Improvements***

Project Schedule

[illegible]

THIS SCHEDULE WAS UPDATED ON DECEMBER 9, 2011 BY NEEL-SCHAFFER, INC.

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City of Hattiesburg, MS

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

Master

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Hattiesburg and Approve submittal of same to the Mississippi Department
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1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
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2011

TRANSITION PLAN

for

Public Right-of-Ways



Prepared for:



Prepared by:



Acknowledgements

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Appendices

Appendix A - City of Hattiesburg ADA Policies (Public Notice, Grievance Procedures, Sidewalk Policy)

Appendix B - Curb Ramp Cost Estimate

Appendix C - Sidewalk Maintenance Cost Estimate

Appendix D - Pedestrian Signal Cost Estimate

Appendix E - On-street Parking Cost Estimate

Executive Summary

As required by the Federal Highway Administration (FHWA), the City of Hattiesburg has prepared the following Transition Plan for Public Right-of-Ways. The main purpose of this plan is to develop a program to upgrade pedestrian facilities and bring them into compliance with ADA standards. The City of Hattiesburg was unable to prepare a Transition Plan in full accordance with ADA Title II requirements due to budgetary restraints, but remains committed to evaluating every city-owned facility and all city policies and procedures as soon as funding can be allocated.

In accordance with Title II requirements, the City conducted a self-evaluation of all public rights-of-ways to determine compliance under the ADA regulations. Facilities contained within the public right-of-way include curb ramps, sidewalks, pedestrian signals, crosswalks, and on-street parking. The City of Hattiesburg used the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (July 26, 2011) as a reference document to ADA compliance for this Transition Plan. Once the self-evaluation of the public right-of-way was completed, the City developed a Transition Plan to outline the method by which pedestrian facilities within the city limits will be brought into compliance with ADA standards. Based on cost estimates generated from the self-examination of public rights-of-way, the cost to repair non-complaint facilities is as follows:

Facility	Cost Estimate for ADA Compliance
Curb Ramps	\$1,384,080
Sidewalk Maintenance	\$370,407
Pedestrian Signals	\$1,025,500
On-Street Parking	\$5,000
Total	\$2,784,987

Broken out over the 15-year implementation plan period, this will allocate approximately \$186,000 annually from the City's budget toward ADA compliance.

The City of Hattiesburg's Transition Plan was provided to the public for review and comment prior to being adopted. As part of the public participation efforts, the City has contacted local organizations that provide services to disabled residents and the Neighborhood Associations to increase awareness of the Transition Plan.

The City of Hattiesburg presents this Transition Plan as a general plan for the upgrade of pedestrian facilities within the public right-of-way. This plan is a living document that will change as condition and use of public rights-of-way change and as funding for projects becomes available.

1.0 Introduction

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990. It provides comprehensive civil rights protection to persons with disabilities in the areas of employment, state and local government services, access to public accommodations, transportation, and telecommunications. The ADA is a companion civil rights legislation with the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. This legislation mandates that qualified disabled individuals shall not be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity. The Act also provides disabled employees with certain protections and requires employers to make reasonable accommodation for applicants and employees.

1.1 ADA Requirements

The ADA is divided into five parts, covering the following areas:

Title I: Employment

Under this Title, employers, including governmental agencies, must ensure that their practices do not discriminate against persons with disabilities in the application, hiring, advancement, training, compensation or discharge of an employee, or in other terms, conditions and rights of employment.

Title II: Public Services

This Title prohibits state and local governments from discriminating against persons with disabilities or from excluding participation in or denying benefits of programs, services or activities to persons with disabilities.

Title III: Public Accommodations

Title III requires places of public accommodation to be accessible to and usable by persons with disabilities. The term public accommodation refers to any privately funded and operated facility serving the public.

Title IV: Telecommunications

Title IV provides regulations for private telephone companies. It requires common carriers offering telephone services to the public to increase the availability of interstate and intrastate telecommunications relay services to individuals with hearing and speech impairments.

Title V: Miscellaneous Provisions

This Title contains several miscellaneous regulations, including construction standards and practices, provisions for attorney's fees and technical assistance provisions.

1.2 Transition Plan Authority

In the Title II requirements, ADA dictates that a public entity must evaluate its services, programs, policies and practices to determine whether they are in compliance with the nondiscrimination regulations of the ADA. The purpose of a transition plan is intended to outline the methods by which physical or structural changes will be made to bring a facility into compliance with Title II requirements. The basis of information presented in the transition plan is a self-evaluation performed on public facilities. The self-examination is intended to review activities and services, identify problems or barriers that may limit accessibility by persons with disabilities, and describe potential compliance solutions. The entity then must proceed to make the necessary changes resulting from the self-evaluation. The ADA further requires that an ADA transition plan be prepared to describe any structural or physical changes required to make programs accessible. It is under Title II that this Transition Plan is prepared.

2.0 City of Hattiesburg's Responsibilities Under ADA Title II

Title II ADA regulations address State and local government services, activities and policy making procedures. These regulations are the responsibility of the Department of Justice (DOJ) to enforce and amend. The DOJ has obligated the U.S. Department of Transportation (DOT) to implement compliance procedures related to transportation, including those for highways, streets and traffic management. For the purposes of this Transition Plan, Title II ensures that people with disabilities have an equal opportunity to utilize the public right-of-way.

The only exception to Title II requirements would be on the basis of undue hardship. Undue hardship is defined in the ADA as an "action requiring significant difficulty or expense" when considering the nature and cost of the accommodation in relation to the size, resources and structure of the specific operation. Undue hardship is determined on a case-by-case basis.

2.1 ADA Coordinator

The ADA Coordinator is responsible for coordinating the City's efforts to comply with Title II requirements and to investigate any complaints of Title II noncompliance. The ADA Coordinator is also responsible for answering questions about ADA compliance and should be the contact for requesting auxiliary aids or services. For the intent of ADA Compliance in public rights-of-way, the City of Hattiesburg will designate an employee in the Department of Federal and State Programs to serve as the ADA Coordinator.

2.2 Public Notice

The City of Hattiesburg is also required, under Title II regulations, to adopt and distribute a public notice about the relevant provisions of the ADA to all persons who may be interested in its programs, activities and services. The City will adopt a version of the model public notice provided by the Department of Justice as part of this Transition Plan. The public notice, once adopted, will be placed in city-owned buildings and placed on the City's website (www.hattiesburgms.com). A copy of the adopted public notice can be found in Appendix A.

2.3 Transition Plan

The City of Hattiesburg is preparing this Transition Plan to fulfill requirements from the Federal Highway Administration (FHWA). The FHWA requires that that a Transition Plan be prepared to evaluate facilities within the public right-of-way by December 31, 2011. These facilities include sidewalks, curb ramps, pedestrian signals, on-street parking and amenities within the right-of-way. This plan will not evaluate public buildings, parks, or city-owned parking lots. This Transition Plan will also not evaluate general policies and procedures of the City.

3.0 Public Participation and Input

3.1 Introduction

Under the ADA regulations, a public entity is required to make available to applicants, participants, residents and other interested parties information regarding the ADA Transition Plan including its applicability to the services, programs or activities of the public entity, and to apprise the public of the protections against discrimination afforded to them by the ADA. A public entity is also required to provide an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the ADA Transition Plan by submitting comments and making specific recommendations. The regulations also require that a copy of the draft ADA Transition Plan be made available for public inspection during a formal public review period.

3.2 Community Participation

The City of Hattiesburg is committed to community participation in the adoption of the Public Right-of-Ways Transition Plan and has gone above the requirements outlined by the ADA regulations. In addition to the 30-day public comment and review period required by ADA regulations, the City of Hattiesburg hosted a public meeting to offer the public an opportunity to provide verbal comments. The City also notified organizations that provide direct service and support to disabled individuals within the City. Notice of the public participation efforts were sent to local organizations representing and providing services to disabled persons, including Life Mississippi Hattiesburg office, District IX Mississippi Department of Rehabilitation Services, AbilityWorks of Hattiesburg, the local AARP office and the Pine Belt Association for Families. A list of organizations and individuals contacted is located in Appendix F.

Public Meeting

The City of Hattiesburg hosted a Public Meeting on November 15, 2011 and December 1, 2011 to provide a forum for the general public to ask questions and voice concerns. The City made every effort to accommodate individuals with disabilities by providing available auxiliary aids. Both meetings were held at the Cultural Center at 5:30 p.m. No one from the general public attended either public meeting. A copy of the sign in sheets is located in Appendix F.

Public Review and Comment

The 30-day public review and comment period was began November 11, 2011. Copies of the Transition Plan were made available to be viewed by the general public on the City's website (www.hattiesburgms.com), City Hall, and the public library. A copy of the notice and proof of publication is included in Appendix F.

4.0 ADA Grievance Procedures

A public entity that employs 50 or more persons is required by the ADA to adopt and publish grievance procedures providing for prompt and fair resolution of complaints or grievances of disability discrimination. Title II regulations do not provide criteria for what should be included in a grievance procedure, but the Department of Justice has provided guidance as to elements a grievance procedure should contain. These elements include:

- a description of how and where a complaint under Title II may be filed with the governmental entity,
- if a written complaint is required, a statement notifying potential complainants that alternative means of filing will be available to people with disabilities who require such an alternative,
- a description of the time frames and processes to be followed by the complainant and the government entity,
- information on how to appeal an adverse decision, and
- a statement of how long complaint files will be retained.

The City will adopt a ADA grievance procedure in compliance with Title II requirements. Once adopted, the procedure will be distributed to all department heads. And will be posted in city-owned buildings and on the City's website (www.hattiesburgms.com). A copy of the adopted ADA grievance procedure can be found in Appendix A.

5.0 Self-Examination Methodology and Findings

5.1 Purpose

The purpose of the ADA Self-Examination was to establish a baseline for the existing city-maintained right-of-way. Data collected from the self-examination was evaluated to develop a comprehensive plan to bring facilities within public right-of-way into ADA compliance.

The City of Hattiesburg maintains a variety of facilities within the public right-of-way, including:

- streets and roadways,
- vehicular and pedestrian bridges,
- vehicular and pedestrian signals,
- transit stops,
- utilities,
- on-street parking facilities and
- sidewalks.

The goal of this plan is to provide safe and accessible pedestrian facilities for all residents in the City of Hattiesburg and to assure compliance with all federal, state and local regulations and standards.

5.2 Methodology

A two-week self-examination of facilities within the public right-of-way was conducted to document existing conditions. The self-examination procedure consisted of visiting sites throughout the city where known pedestrian facilities were present and evaluating the facilities for compliance with ADA regulations. Trained ADA inspectors obtained measurements, dimensions, gradients or other visual determinations as may be appropriate depending on the particular locations. Facilities evaluated as part of the self-examination include curb ramps, sidewalks, pedestrian signals and on-street parking.

Prior to beginning inspection work, classroom training was provided to inspectors. Training included identification of ADA compliance, procedures for noting compliance and non-compliance, inspection procedures and contact information for field questions. Field training was provided to inspectors following the classroom training to show real-world examples of non-compliance and compliance situations. Once training was complete, inspectors were provided maps, inspection forms, a digital scale and a tape measure. Inspectors submitted maps and inspection forms on a daily basis to show their progress and were provided additional maps as inspections were completed.

5.3 Summary of Findings

Inspector maps, inspection forms and notes were digitized using AutoCAD software and Microsoft Excel to provide a database to document compliance and non-compliance and to aid in prioritization of non-compliant areas. Inspectors focused much of the inventory time on more heavily used roadways, such as Hardy Street and the Downtown District. Pedestrian signals and off-street parking spaces were inspected separately from other facilities in the public right-of-way.

Curb Ramps

More than 500 intersections with intersecting sidewalks and curb ramps were evaluated during the self-examination. Of the intersections inspected 850 curb ramps were found non-compliant. A general estimate of \$1,384,080 has been calculated as the cost to repair these curb ramps and bring them into compliance with ADA standards. A complete breakdown of costs associated with bringing these facilities into compliance with ADA regulations and a location reference marker can be found in Appendix B.

Sidewalks

Approximately 60 miles of sidewalk were inspected based on the sidewalk inventory provided by the City of Hattiesburg. Inspectors verified the sidewalk maps by driving roads intersecting the inventory area. During the inspection, 25.6 miles (135,331 linear feet) of sidewalks were found non-compliant with ADA standards. Non-compliance was based on damage to the sidewalk, sidewalks inaccessibility due to vegetation growth, sidewalk width less than four (4) feet and/or cross slope greater than two percent (2%).

Based on the extent of sidewalk non-compliance and the cost associated with repairs, the City of Hattiesburg will only correct sidewalk maintenance issues in this Transition Plan.

Maintenance issues will consist of removal of grass and vegetation obstructions, grinding buckles between panels and repairing small sections of damaged sidewalk (1-2 panels).

Approximately 12,886 linear feet (2.44 miles) of the existing sidewalks required maintenance. Based on the revised scope of sidewalk maintenance, the cost estimate for ADA compliance is \$370,406. A complete breakdown of costs associated with bringing these facilities into compliance with ADA regulations and a location reference marker can be found in Appendix C.

The City plans to address the remainder of ADA non-compliance during reconstruction of existing sidewalks. The City will adopt a sidewalk policy as part of this Transition Plan to require conformance to ADA standards in repair and construction of sidewalks. A copy of the City of Hattiesburg Sidewalk Policy can be found in Appendix A.

Pedestrian Signals

The City of Hattiesburg currently maintains 82 traffic signals, with only 17 containing pedestrian signals. An additional 18 traffic signals were identified as having sidewalk accessibility but did not have pedestrian signals. Only traffic lights accessible by a sidewalk were evaluated for compliance with ADA regulations. Of the 17 pedestrian signals with

adjoining pedestrian facilities, all were found non-compliant.

The cost to upgrade non-compliant pedestrian signals will cost an estimated \$498,100. To upgrade the 18 traffic lights without pedestrian signals will cost the City approximately \$527,400. The cost to bring the listed traffic and pedestrian signals into compliance with ADA regulations will cost the City of Hattiesburg an estimated \$1,025,500. A complete breakdown of costs associated with bringing these facilities into compliance with ADA regulations and a location reference marker can be found in Appendix D.

On-Street Parking

Downtown Hattiesburg has been identified as the only area where on-street parking exists. Fifteen (15) blocks of Downtown contained all the on-street parking. Of the blocks evaluated, 7 blocks were identified as non-compliant due to insufficient handicapped parking spaces. The cost to bring on-street parking into compliance with ADA standards is approximately \$5,000. This includes striping and signage for designating handicap accessible parking. The non-compliant blocks are:

- Northwest corner of West Pine and Hemphill Street
- Front Street/Forrest Avenue/Main Street
- Main Street/Front Street/Mobile Street
- Northwest corner of Walnut Street /Main Street
- Walnut Street/Main Street/Buschman Street
- Main Street/Newman Street/Buschman Street/Mobile Street

A complete breakdown of costs associated with bringing these facilities into compliance with ADA regulations and a location reference marker can be found in Appendix E.

Conclusion

The total cost to bring curb ramps, pedestrian signals and on-street parking facilities into compliance with ADA regulations and address sidewalk maintenance issues that hinder compliance is estimated at \$2,784,987. A complete listing of all inventory findings can be found in the Public Right-of-Way Inventory: Supplementary Document to the Transition Plan.

6.0 ADA Capital Implementation Plan

6.1 Introduction

The ADA Capital Implementation Plan is the City of Hattiesburg's guidance document for implementing the ADA Transition Plan. All proposed capital improvement projects were prioritized using the methodology explained in the next section. This implementation plan anticipates a 15-year implementation period to achieve compliance with program accessibility requirements. Additional ADA work, such as new construction and additional curb ramps beyond the minimum program access requirements will continue beyond the timeframe identified above.

6.2 Prioritization Criteria for ADA Work

The ADA Capital Improvement projects have been prioritized to develop a program for addressing non-compliance. The City of Hattiesburg has established two priorities and three phases to bring these facilities into compliance with ADA standards.

Priorities A and B are items that will not be scheduled in this Transition Plan. Priority A refers to project requests for localized access. Until requests are received from citizens, the City can not schedule these projects for compliance upgrade. Priority B refers to the Downtown District. The compliance needs for this district are so complex and extensive that they will cause undue hardship on the City and local businesses to meet ADA compliance. The City will address the Downtown District as funding options are explored and as design decisions can be investigated. Phases 1, 2 and 3 refer to projects that are scheduled in the Implementation Plan. These phases are prioritized based on the level of pedestrian traffic and the ADA accessibility needs for the facilities located in these areas.

The City of Hattiesburg prepares these prioritization standards with the understanding that grant funding, earmarks or other special situations may require projects to be upgraded from their current position on the priority listing. The priority and ranking procedure provided below is a general guideline for how the city anticipates to budget monies for ADA compliance projects.

Priority A: Public Input Requests for Localized Access

The primary priority for ADA improvements in the City of Hattiesburg are requests from disabled community members. These requests are for small construction projects to provide direct access to shopping areas, medical facilities, bus stops and other areas. These localized access requests are necessary for a disabled resident to accommodate activities in their day-to-day lives. When a localized access request comes to the ADA Coordinator from a disabled resident, the request should be placed in the listing of priority projects and handled as soon as funding becomes available.

Priority B: Downtown District

A secondary priority for ADA improvements in the City of Hattiesburg is the Downtown District. The Downtown District contains many of the county and local government buildings. Accessibility of these buildings is important to local residents. Downtown Hattiesburg is designed with zero lot lines, meaning the building abuts the sidewalks. As a result, this leaves little room, if any, to correct ADA non-compliance. The Downtown District will be upgraded to ADA standards as funding becomes available and only to the extent that ADA compliance would not cause undue hardship on the City and local businesses and not interfere with the historic integrity of the district.

Phase 1: Half-mile radius around Public Elementary Schools

Priority 1 areas simply refer to neighborhoods and commercial areas within a half-mile radius of public schools. ADA compliance in these areas ensure public schools are easily accessible by disabled children, teachers and administrators.

Phase 2: Commercial Corridors

Priority 2 areas refer to pedestrian facilities within the public right-of-way along commercial corridors. This district primarily focuses on the following corridors:

- Hardy Street
- Main Street
- East Hardy
- Edwards Street
- 28th Avenue
- Mobile Street
- Bouie Street

This phase can be expanded to other include other commercial corridors that contain higher volumes of pedestrian traffic.

Phase 3: Residential Neighborhoods and Other Uses

Priority 3 areas refer to pedestrian facilities within the public right-of-way that serve a low volumes of pedestrian traffic. This priority includes residential areas, industrial uses and other areas not included in other priorities.

The implementation plan for City of Hattiesburg's ADA capital improvements will be comprehensive in approach. A comprehensive approach refers to making a series of related improvements at each particular location of work in an effort to bring the entire location into compliance with applicable ADA Codes and Standards. For example, at a non-complaint four-way signalized intersection, the extent of work would include not only the construction of curb ramps at each corner, but it would also include removing accessibility barriers to the intersection, installing accessible pedestrian signals, crosswalk striping, and appropriate signage.

6.3 Implementation Plan

Based on available funds to allocate to upgrading pedestrian facilities to ADA standards, the implementation of the Transition Plan will take 15 years. Due to the cost associated with bringing sidewalks into compliance with ADA regulations, the City has decided to address sidewalk maintenance under this Transition Plan and will adopt a sidewalk policy to ensure new and reconstructed sidewalks will be upgraded to meet ADA standards. The City anticipates allocating \$186,000 annually for towards curb ramps and sidewalk maintenance for the next 15 years.

A complete listing of the City of Hattiesburg's ADA capital improvement projects can be found in the Public Right-of-Way Inventory: Supplementary Document to the Transition Plan.

6.4 City of Hattiesburg Sidewalk Policy

As a component of this Transition Plan for Public Right-of-Ways, the City of Hattiesburg will adopt a sidewalk policy to address future construction and reconstruction of sidewalks within the city limits. The policy will require new sidewalks be constructed to meet ADA standards and require pedestrian traffic signals at signalized intersections. The policy will also require reconstruction of existing sidewalks to meet ADA standards. A copy of the City's Sidewalk Policy can be found in Appendix A.

Appendices

Appendix A:

City of Hattiesburg ADA Policies

(Public Notice, Grievance Procedures, Sidewalk Policy)



NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Hattiesburg will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The City of Hattiesburg does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The City of Hattiesburg will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in The City of Hattiesburg's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City of Hattiesburg will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in The City of Hattiesburg offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of The City of Hattiesburg, should contact the office of the ADA Coordinator as soon as possible but no later than **72 hours** before the scheduled event.

The ADA does not require the City of Hattiesburg to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Hattiesburg is not accessible to persons with disabilities should be directed to the ADA Coordinator.

The City of Hattiesburg will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs or other mobility aids.

The City of Hattiesburg Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Hattiesburg. The City of Hattiesburg's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Department of Federal and State Programs

Mailing Address: **P.O. Box 1898
Hattiesburg, MS 39403**

Physical Address: **200 Forrest Street
Hattiesburg, MS 39401**

Telephone Number: **601-554-1006**

Within 15 calendar days after receipt of the complaint, ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Hattiesburg and offer options for substantive resolution of the complaint.

If the response by ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Director of Federal and State Programs or his/her designee.

Within 15 calendar days after receipt of the appeal, the Director of Federal and State Programs or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Director of Federal and State Programs or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by ADA Coordinator or his/her designee, appeals to the Director of Federal and State Programs or his/her designee, and responses from these two offices will be retained by the City of Hattiesburg for at least three years.

The City of Hattiesburg

Sidewalk Policy

This policy shall cover the construction of new sidewalks and the repair of existing sidewalks that are located in the public right-of-way (Hereinafter “Public Sidewalks”) and that have been dedicated and accepted by the City of Hattiesburg for public use.

In new residential subdivisions and commercial projects Public Sidewalks shall be built by the Developer or Owner in accordance with approved development plans. For redevelopment projects, Public Sidewalks shall be installed, replaced, or repaired along the public right-of-way as necessary in accordance with the Public Works Director.

All Public Sidewalk repairs, replacement and construction shall comply with the requirements of the Americans with Disabilities Act (ADA). Whenever construction, repair or replacement of a Public Sidewalk is in the vicinity of a street intersection, the curb ramp or ramps on that corner shall be made compliant with ADA standards. Whenever construction, repair or replacement of a Public Sidewalk is in the vicinity of a street intersection with a traffic light, pedestrian signals shall be installed or upgraded to meet ADA standards.

Appendix B:
Curb Ramp Cost Estimate

ADA Transition Plan - Curb Ramp Cost

Description	Cost
Removal of Ex. Curb & Gutter (25 lf @ \$6/lf)	\$150.00
Removal of Ex. Curb Ramp (14 sy @ \$10/sy)(20'x6' sidewalk)	\$140.00
Borrow Material (4 cy at \$15/cy)	\$60.00
Concrete Curb Ramp (18 sy @ \$33/sy)(Includes Truncated Domes)	\$594.00
Concrete Gutter (25 lf @ \$18/lf)	\$450.00
Total (Per each curb ramp)=	\$1,394.00

Note: Additional cost may be required to bring curb ramp into compliance. Per each cost of curb ramp does not include, but not limited to, right of way acquisition, adjustment of utilities/drainage, relocation/removal of obstructions, mobilization, maintenance of traffic. Additional cost to be determined during design phases.

Note: Costs are based on 2011 Average prices.

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - Cross Walk Cost

Description	Cost
Thermo Detail Stripe (24 lf x 2 6" stripes @ \$4/lf)	\$192.00
Thermo Legend Stop Bar (12 lf x 3 6" stripes @ \$5/lf)	\$180.00
Total (per each cross walk)=	\$372.00

Note: Additional cost may be required to bring cross walk into compliance. Per each cost of cross walk does not include, but not limited to, pedestrian signage, removal of existing striping, mobilization, maintenance of traffic. Additional cost to be determined during design phases.

Note: Costs are based on 2011 Average prices.

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 9,480.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 3,160.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 3,160.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 26,580.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 14,684.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 4,926.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 16,172.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 23,514.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
16.3	B		1	\$1,394.00	\$1,394.00		\$372.00	\$0.00	\$1,394.00
16.3	C		1	\$1,394.00	\$1,394.00	1	\$372.00	\$372.00	\$1,766.00
16.3	D			\$1,394.00	\$0.00	1	\$372.00	\$372.00	\$372.00
16.3	E		1	\$1,394.00	\$1,394.00		\$372.00	\$0.00	\$1,394.00
16.3	F		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
16.3	G		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
16.3	H		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
16.3	I		1	\$1,394.00	\$1,394.00		\$372.00	\$0.00	\$1,394.00
16.3	J		2	\$1,394.00	\$2,788.00		\$372.00	\$0.00	\$2,788.00
16.3	K		1	\$1,394.00	\$1,394.00		\$372.00	\$0.00	\$1,394.00
16.3	L		1	\$1,394.00	\$1,394.00		\$372.00	\$0.00	\$1,394.00
16.3	M		2	\$1,394.00	\$2,788.00	4	\$372.00	\$1,488.00	\$4,276.00
16.3	N		1	\$1,394.00	\$1,394.00		\$372.00	\$0.00	\$1,394.00
16.3	O		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
16.3	P		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
16.3	Q		1	\$1,394.00	\$1,394.00	1	\$372.00	\$372.00	\$1,766.00

TOTAL= \$ 35,132.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 51,954.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 26,024.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
17.2	A		1	\$1,394.00	\$1,394.00	1	\$372.00	\$372.00	\$1,766.00
17.2	B		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.2	C		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.2	D		3	\$1,394.00	\$4,182.00	1	\$372.00	\$372.00	\$4,554.00
17.2	E		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	F		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	G		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
17.2	H		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	I		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	J		3	\$1,394.00	\$4,182.00	2	\$372.00	\$744.00	\$4,926.00
17.2	K		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	L		2	\$1,394.00	\$2,788.00	2	\$372.00	\$744.00	\$3,532.00
17.2	M		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.2	N		4	\$1,394.00	\$5,576.00	3	\$372.00	\$1,116.00	\$6,692.00
17.2	O		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	P		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	Q		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
17.2	R		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.2	S		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	T		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.2	U		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
17.2	V		2	\$1,394.00	\$2,788.00	2	\$372.00	\$744.00	\$3,532.00
17.2	W		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	X		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.2	Y		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00

TOTAL= \$ 112,554.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 11,246.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 54,464.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
17.4	A		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.4	B		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4	C		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
17.4	D		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
17.4	E		3	\$1,394.00	\$4,182.00	4	\$372.00	\$1,488.00	\$5,670.00
17.4	F		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.4	G		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4	H		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
17.4	I		4	\$1,394.00	\$5,576.00	1	\$372.00	\$372.00	\$5,948.00
17.4	J		6	\$1,394.00	\$8,364.00	2	\$372.00	\$744.00	\$9,108.00
17.4	L		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.4	M		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4	N		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4	O		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		West/Miller	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		West/Lewis	4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
17.4		Melrose/Main	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		College/Main	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		St. Joseph/Green	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		McLeod/Hardy	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		Forrest/Hemphill	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		Melrose/Jackson	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		Broad/Miller	3	\$1,394.00	\$4,182.00	2	\$372.00	\$744.00	\$4,926.00
17.4		Capital/Broad	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
17.4		Dearborn/Broad	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00

TOTAL= \$ 114,876.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
18.1	A		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	B		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
18.1	C		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
18.1	D		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	E		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
18.1	F		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
18.1	G		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	H		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	I		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	J		6	\$1,394.00	\$8,364.00	3	\$372.00	\$1,116.00	\$9,480.00
18.1	K		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
18.1	L		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
18.1	M		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
18.1	N		4	\$1,394.00	\$5,576.00	1	\$372.00	\$372.00	\$5,948.00
18.1	O		2	\$1,394.00	\$2,788.00		\$372.00	\$0.00	\$2,788.00
18.1	P		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	Q		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	R		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	S		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
18.1	T		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	U		3	\$1,394.00	\$4,182.00	2	\$372.00	\$744.00	\$4,926.00
18.1	V		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	W		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	X		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.1	Y		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00

TOTAL= \$ 117,758.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 9,480.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
18.3	A		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	B		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	C		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	D		4	\$1,394.00	\$5,576.00	3	\$372.00	\$1,116.00	\$6,692.00
18.3	E		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	F		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
18.3	G		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	J		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	L		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	M		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	N		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	O		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	P		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	Q		3	\$1,394.00	\$4,182.00	1	\$372.00	\$372.00	\$4,554.00
18.3	R		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
18.3	S		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	T		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	U		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
18.3	V		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
18.3	W		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
18.3	X		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
18.3	Y		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
18.3	Z		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
18.3	AA		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
18.3	BB		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00

TOTAL= \$ 107,158.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 42,102.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 13,384.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 32,528.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 20,448.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 39,780.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 59,484.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
23.1	B		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.1	C		5	\$1,394.00	\$6,970.00	3	\$372.00	\$1,116.00	\$8,086.00
23.1	D		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.1	E		8	\$1,394.00	\$11,152.00		\$372.00	\$0.00	\$11,152.00
23.1	K		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.1	L		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.1	M		8	\$1,394.00	\$11,152.00	4	\$372.00	\$1,488.00	\$12,640.00
23.1	N		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.1	P		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.1	Q		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.1	R		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.1	S		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
23.1	U		6	\$1,394.00	\$8,364.00	4	\$372.00	\$1,488.00	\$9,852.00
23.1	V		2	\$1,394.00	\$2,788.00		\$372.00	\$0.00	\$2,788.00
23.1	W		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.1	X		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.1	Y		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.1	Z		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00

TOTAL= \$ 103,814.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
23.2	A		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
23.2	B		3	\$1,394.00	\$4,182.00	2	\$372.00	\$744.00	\$4,926.00
23.2	C		8	\$1,394.00	\$11,152.00	4	\$372.00	\$1,488.00	\$12,640.00
23.2	D		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	E		8	\$1,394.00	\$11,152.00		\$372.00	\$0.00	\$11,152.00
23.2	F		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.2	G		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.2	H		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
23.2	I		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	J		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	K		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	L		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	M		8	\$1,394.00	\$11,152.00	4	\$372.00	\$1,488.00	\$12,640.00
23.2	N		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
23.2	O		8	\$1,394.00	\$11,152.00	4	\$372.00	\$1,488.00	\$12,640.00
23.2	P		8	\$1,394.00	\$11,152.00		\$372.00	\$0.00	\$11,152.00
23.2	Q		4	\$1,394.00	\$5,576.00	3	\$372.00	\$1,116.00	\$6,692.00
23.2	R		4	\$1,394.00	\$5,576.00	3	\$372.00	\$1,116.00	\$6,692.00
23.2	S		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	T		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
23.2	U		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	V		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2	W		4	\$1,394.00	\$5,576.00	4	\$372.00	\$1,488.00	\$7,064.00
23.2		Williams/Rebecca	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
23.2		Williams/Deason	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00

TOTAL= \$ 157,350.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 3,160.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 28,346.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 31,600.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

Sheet No.	I.D. No.	Intersection	Curb Ramp			Cross Walk			Total Intersection Cost
			Quantity	Unit Price	Total Cost	Quantity	Unit Cost	Total Cost	
28.0	A		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
28.0	B		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
28.0	C		4	\$1,394.00	\$5,576.00	2	\$372.00	\$744.00	\$6,320.00
28.0	D		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
28.0	E		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
28.0	F		2	\$1,394.00	\$2,788.00		\$372.00	\$0.00	\$2,788.00
28.0	G		2	\$1,394.00	\$2,788.00		\$372.00	\$0.00	\$2,788.00
28.0	H		2	\$1,394.00	\$2,788.00		\$372.00	\$0.00	\$2,788.00
28.0	I		4	\$1,394.00	\$5,576.00		\$372.00	\$0.00	\$5,576.00
28.0	J		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
28.0	K		3	\$1,394.00	\$4,182.00	1	\$372.00	\$372.00	\$4,554.00
28.0	L		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
28.0	M		2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
28.0		Barry/Ida	2	\$1,394.00	\$2,788.00		\$372.00	\$0.00	\$2,788.00
28.0		Magnolia/Edwards	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
28.0		Claiborne/Edwards	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00
28.0		Ida/Ollie	2	\$1,394.00	\$2,788.00	1	\$372.00	\$372.00	\$3,160.00

TOTAL= \$ 65,522.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 6,320.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Cost Estimate

[illegible]

TOTAL= \$ 37,920.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by

ADA Transition Plan - Curb Ramp Recap

Sheet Number	Cost
4.0	\$9,480.00
8.0	\$3,160.00
11.0	\$3,160.00
13.0	\$26,580.00
14.0	\$14,684.00
15.0	\$4,926.00
16.1	\$16,172.00
16.2	\$23,514.00
16.3	\$35,132.00
16.4	\$51,954.00
17.1	\$26,024.00
17.2	\$112,554.00
17.2	\$11,246.00
17.3	\$54,464.00
17.4	\$114,876.00
18.1	\$117,758.00
18.1	\$9,480.00
18.3	\$107,158.00
18.3	\$42,102.00
18.4	\$13,384.00
21.2	\$32,528.00
21.4	\$20,448.00
22.1	\$39,780.00
22.2	\$59,484.00
23.1	\$103,814.00
23.2	\$157,350.00
23.2	\$3,160.00
23.3	\$28,346.00
23.4	\$31,600.00
28.0	\$65,522.00
37.0	\$6,320.00
38.0	\$37,920.00
TOTAL=	\$1,384,080.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

Appendix C:
Sidewalk Maintenance Cost Estimate

ADA Transition Plan - Sidewalk Breakdown

Description	Cost
Removal of Existing Concrete Sidewalk	\$10.00
Borrow Material (0.33 cy at \$15/cy)	\$5.00
Concrete Sidewalk (4")(Un-Reinforced)	\$33.00
Solid Sod	\$5.00
Total (Per Square Yard of Sidewalk)=	\$53.00

Note: Additional cost may be required to bring sidewalk into compliance. Square Yard cost of Sidewalk does not include, but not limited to, right of way acquisition, retaining walls, curb replacement, curb addition, adjustment of utilities/drainage, grass removal, protruding objects, stairs, handrails, bridge crossings, relocation/removal of obstructions, mobilization, maintenance of traffic. Additional cost to be determined during design phases.

Note: Sidewalk estimate is for removal panels only as requested by the City.

Note: Sidewalk Maps were provided by the City of Hattiesburg and verified in the field. Sidewalk lengths were estimated from provided maps.

Note: Costs are based on 2011 Average prices.

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$1,130.67

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$7,361.11

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$2,072.89

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$441.67

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$1,372.11

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$4,134.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$2,944.44

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$10,234.89

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$1,436.89

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

Sheet No.	STREET	STREET TERMINI		L (FT)	W (IN)	ESTIMATED QUANTITY (SQ YD)	UNIT COST	ITEM TOTAL
		FROM	TO					
17.2	W. 8th	Europa	Main	20	48	8.89	\$53.00	\$471.11
17.2	W. 7th	Europa		20	60	11.11	\$53.00	\$588.89
17.2	Europa	W. 7th		5	60	2.78	\$53.00	\$147.22
17.2	W. 7th	Europa	Montegue	12	48	5.33	\$53.00	\$282.67
17.2	W. 7th	Montegue	McLaurin	28	48	12.44	\$53.00	\$659.56
17.2	W. 7th	McLaurin	Main	10	60	5.56	\$53.00	\$294.44
17.2	6th	Montegue	McLaurin	20	48	8.89	\$53.00	\$471.11
17.2	West	5th	6th	65	60	36.11	\$53.00	\$1,913.89
17.2	5th	West	Main	45	60	25.00	\$53.00	\$1,325.00
17.2	4th	Broad	West	120	60	66.67	\$53.00	\$3,533.33
17.2	Broad	West	Mabel	8	48	3.56	\$53.00	\$188.44
17.2	Mabel	Broad	West	65	60	36.11	\$53.00	\$1,913.89
17.2	Mabel	Broad	West	60	48	26.67	\$53.00	\$1,413.33
17.2	Mabel	West	Lewis	50	60	27.78	\$53.00	\$1,472.22
17.2	Mabel	Lewis	Walley	8	48	3.56	\$53.00	\$188.44
17.2	4th	West	Main	85	60	47.22	\$53.00	\$2,502.78
17.2	Main	4th	3rd	75	60	41.67	\$53.00	\$2,208.33
17.2	3rd	Main	Jackson	68	48	30.22	\$53.00	\$1,601.78
17.2	Main	6th	5th	15	60	8.33	\$53.00	\$441.67
17.2	6th	Main	JD Randolph	25	60	13.89	\$53.00	\$736.11
17.2	5th	Main	JD Randolph	32	48	14.22	\$53.00	\$753.78
17.2	5th	Main	JD Randolph	70	60	38.89	\$53.00	\$2,061.11
17.2	JD Randolph	6th	7th	4	48	1.78	\$53.00	\$94.22
17.2	Main	7th	6th	195	60	108	\$53.00	\$5,741.67

TOTAL= \$31,005.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$1,157.17

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

Sheet No.	STREET	STREET TERMINI		L (FT)	W (IN)	ESTIMATED QUANTITY (SQ YD)	UNIT COST	ITEM TOTAL
		FROM	TO					
17.4	Broad	Dearborn	Cooper	44	48	19.56	\$53.00	\$1,036.44
17.4	Dearborn	Broad	Xavier	8	48	3.56	\$53.00	\$188.44
17.4	Hardy	Pinehurst	Thompson	20	60	11.11	\$53.00	\$588.89
17.4	Pinehurst	Hardy		50	60	27.78	\$53.00	\$1,472.22
17.4	Mamie	4th	3rd	45	48	20.00	\$53.00	\$1,060.00
17.4	Adeline	3rd	2nd	75	60	41.67	\$53.00	\$2,208.33
17.4	2nd	Comine	Hardy	35	60	19.44	\$53.00	\$1,030.56
17.4	Comine	2nd	Hardy	15	60	8.33	\$53.00	\$441.67
17.4	Miller	West	Green	40	48	17.78	\$53.00	\$942.22
17.4	Xavier	Capital	Orange	15	60	8.33	\$53.00	\$441.67
17.4	St. Paul	Hardy	St. Joseph	20	60	11.11	\$53.00	\$588.89
17.4	St. Joseph	St. Paul	Green	12	48	5.33	\$53.00	\$282.67
17.4	Green	Hardy	St. Joseph	80	60	44.44	\$53.00	\$2,355.56
17.4	College	Green	Main	35	60	19.44	\$53.00	\$1,030.56
17.4	Melrose	Main	Jackson	68	48	30.22	\$53.00	\$1,601.78
17.4	Jackson	Main	Melrose	15	60	8.33	\$53.00	\$441.67
17.4	Forrest	Green	McLeod	10	60	5.56	\$53.00	\$294.44
17.4	Forrest	McLeod	Hemphill	45	60	25.00	\$53.00	\$1,325.00
17.4	Hemphill	Forrest		12	72	8.00	\$53.00	\$424.00
17.4	McLeod	Forrest	Tennessee	20	60	11.11	\$53.00	\$588.89

TOTAL= \$18,343.89

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 13,709.33

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 63,780.59

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$14,339.44

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 2,167.11

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 8,503.56

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 8,244.44

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 34,155.56

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 32,471.33

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 2,544.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

Sheet No.	STREET	STREET TERMINI		L (FT)	W (IN)	ESTIMATED QUANTITY (SQ YD)	UNIT COST	ITEM TOTAL
		FROM	TO					
23.1	Camp	6th	7th	12	48	5.33	\$53.00	\$282.67
23.1	Concart	6th		70	60	38.89	\$53.00	\$2,061.11
23.1	Pinehurst	Concart		95	60	52.78	\$53.00	\$2,797.22
23.1	6th	Camp	Mamie	12	48	5.33	\$53.00	\$282.67
23.1	6th	Mamie	Adeline	5	60	2.78	\$53.00	\$147.22
23.1	6th	Adeline	Corrine	35	60	19.44	\$53.00	\$1,030.56
23.1	W. Pine	6th	Corrine	56	48	24.89	\$53.00	\$1,319.11
23.1	W. Pine	6th	Corrine	35	60	19.44	\$53.00	\$1,030.56
23.1	W. Pine	Broadway		32	48	14.22	\$53.00	\$753.78
23.1	6th	W. Pine	Railroad	4	48	1.78	\$53.00	\$94.22
23.1	6th	Martin Luther King	Woodland	20	60	11.11	\$53.00	\$588.89
23.1	Charles	Hall	Rebecca	8	48	3.56	\$53.00	\$188.44
23.1	John	Hall	Rebecca	5	55	2.55	\$53.00	\$134.95
23.1	Rebecca	Dabbs		4	48	1.78	\$53.00	\$94.22
23.1	Mamie	6th	5th	40	60	22.22	\$53.00	\$1,177.78
23.1	Mamie	5th		10	60	5.56	\$53.00	\$294.44
23.1	5th	Mamie	Adeline	10	60	5.56	\$53.00	\$294.44
23.1	5th	Adeline	Corrine	5	60	2.78	\$53.00	\$147.22
23.1	5th	Adeline	W. Pine	35	60	19.44	\$53.00	\$1,030.56
23.1	Adeline	8th	7th	10	60	5.56	\$53.00	\$294.44
23.1	Adeline	7th	6th	5	60	2.78	\$53.00	\$147.22
23.1	Adeline	6th	5th	90	60	50.00	\$53.00	\$2,650.00
23.1	Adeline	5th	4th	55	60	30.56	\$53.00	\$1,619.44
23.1	Adeline	4th	3rd	35	60	19.44	\$53.00	\$1,030.56
23.1	Corinne	5th	4th	90	60	50.00	\$53.00	\$2,650.00

TOTAL= \$ 22,141.73

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$ 18,974.98

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

Sheet No.	STREET	STREET TERMINI		L (FT)	W (IN)	ESTIMATED QUANTITY (SQ YD)	UNIT COST	ITEM TOTAL
		FROM	TO					
23.2	Laurel	Ronie	Walnut	25	60	13.89	\$53.00	\$736.11
23.2	Walnut	Southern	Laurel	10	60	5.56	\$53.00	\$294.44
23.2	Ronie	Elizabeth	Southern	65	60	36.11	\$53.00	\$1,913.89
23.2	Elizabeth	Ronie		28	48	12.44	\$53.00	\$659.56
23.2	Ronie	Elizabeth	Rebecca	25	60	13.89	\$53.00	\$736.11
23.2	Rebecca	Ronie	Walnut	40	60	22.22	\$53.00	\$1,177.78
23.2	Walnut	Hall		20	60	11.11	\$53.00	\$588.89
23.2	Walnut	Hall	Rebecca	35	60	19.44	\$53.00	\$1,030.56
23.2	Walnut	Rebecca	Elizabeth	90	60	50.00	\$53.00	\$2,650.00
23.2	Walnut	Elizabeth	Southern	35	60	19.44	\$53.00	\$1,030.56
23.2	Elizabeth	Ronie	Walnut	36	48	16.00	\$53.00	\$848.00
23.2	Court	Southern		40	60	22.22	\$53.00	\$1,177.78
23.2	Court	Rebecca	Elizabeth	85	60	47.22	\$53.00	\$2,502.78
23.2	Court	Hall	Rebecca	70	60	38.89	\$53.00	\$2,061.11
23.2	Elizabeth	Walnut	Court	52	48	23.11	\$53.00	\$1,224.89
23.2	Rebecca	Walnut	Court	55	60	30.56	\$53.00	\$1,619.44
23.2	Rebecca	Walnut	Court	44	48	19.56	\$53.00	\$1,036.44
23.2	Hall	Walnut	Court	10	60	5.56	\$53.00	\$294.44
23.2	Hall	Morton	Arlidge	10	60	5.56	\$53.00	\$294.44
23.2	Hall	Court	Bay	4	48	1.78	\$53.00	\$94.22
23.2	Laurel	Bay	Williams	5	60	2.78	\$53.00	\$147.22
23.2	Bay	Southern	Laurel	15	60	8.33	\$53.00	\$441.67
23.2	Bay	Southern	Elizabeth	110	60	61.11	\$53.00	\$3,238.89
23.2	Southern	Court	Bay	10	60	5.56	\$53.00	\$294.44
23.2	Bay	Rebecca	Elizabeth	70	60	38.89	\$53.00	\$2,061.11

TOTAL= \$28,154.78

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$6,719.22

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$1,166.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$10,482.22

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$2,208.33

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$942.22

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$376.89

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]**TOTAL= \$282.67**

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$824.44

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$15,947.11

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - SIDEWALK MAINTENANCE COST ESTIMATE

[illegible]

TOTAL= \$636.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - Sidewalk Recap

Sheet Number	Cost
4.0	\$1,130.67
10.0	\$7,361.11
11.0	\$2,072.89
13.0	\$441.67
16.1	\$1,372.11
16.2	\$4,134.00
16.3	\$2,944.44
16.4	\$10,234.89
17.1	\$1,436.89
17.2	\$31,005.00
17.3	\$1,157.17
17.4	\$18,343.89
18.1	\$13,709.33
18.3	\$63,780.59
18.4	\$14,339.44
21.1	\$2,167.11
21.2	\$8,503.56
21.4	\$8,244.44
22.1	\$34,155.56
22.2	\$32,471.33
22.4	\$2,544.00
23.1	\$22,141.73
23.1	\$18,974.98
23.2	\$28,154.78
23.2	\$6,719.22
23.3	\$1,166.00
23.4	\$10,482.22
24.0	\$2,208.33
26.1	\$942.22
26.2	\$376.89
26.4	\$282.67
27.0	\$824.44
28.0	\$15,947.11
31.0	\$636.00
TOTAL=	\$370,406.69

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

Appendix D:
Pedestrian Signal Cost Estimate

ADA Transition Plan - Pedestrian Signal Cost

Description	Cost
Shielded Cable	\$400.00
Pedestrian Signal Pole (2 per intersection)	\$1,600.00
Pole Foundation	\$2,500.00
Pedestrian Signal Head (4 per intersection)	\$4,000.00
Traffic Controller	\$12,000.00
Phase Selector	\$3,500.00
Pull Box	\$800.00
Electrical Cable / Conduit	\$4,500.00
Total (Per Intersection)=	\$29,300.00

Note: Additional cost may be required to bring pedestrian signal into compliance. Per each cost of pedestrian signal does not include, but not limited to, right of way acquisition, adjustment of utilities/drainage, relocation/removal of obstructions, mobilization, maintenance of traffic. Additional cost to be determined during design phases.

Note: Costs assumes 4 pedestrian signals per intersection. Actual number to be determined during design phase.

Note: Costs are based on 2011 Average prices.

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - Pedestrian Signal Cost Estimate

Sheet No.	Line I.D. / Intersection	Pedestrian Signal		Total Intersection Cost
		Quantity	Unit Price	
3.4	W. 4th / Golden Eagle	1	\$29,300.00	\$29,300.00
3.4	28th / Camp	1	\$29,300.00	\$29,300.00
3.4	28th / Mamie	1	\$29,300.00	\$29,300.00
3.4	17th / Hardy	1	\$29,300.00	\$29,300.00
3.4	Hutchinson / Hardy	1	\$29,300.00	\$29,300.00
3.4	Green / Hardy	1	\$29,300.00	\$29,300.00
3.4	6th / W. Pine	1	\$29,300.00	\$29,300.00
3.4	James / Edwards	1	\$29,300.00	\$29,300.00
3.4	Walnut / Southern	1	\$29,300.00	\$29,300.00
3.4	Southern / Main	1	\$29,300.00	\$29,300.00
3.4	Buschman / Main	1	\$29,300.00	\$29,300.00
3.4	E. Hardy / Williams	1	\$29,300.00	\$29,300.00
3.4	E. Hardy / Tipton	1	\$29,300.00	\$29,300.00
3.4	Main / Mcleod	1	\$29,300.00	\$29,300.00
3.4	W. 4th / Main	1	\$29,300.00	\$29,300.00
3.4	E. 7th / Main	1	\$29,300.00	\$29,300.00
3.4	E. 7th / Mobile	1	\$29,300.00	\$29,300.00
3.4	E. 7th / Bouie	1	\$29,300.00	\$29,300.00
3.2	P-7	1	\$29,300.00	\$29,300.00
3.2	P-8	1	\$29,300.00	\$29,300.00
3.2	P-9	1	\$29,300.00	\$29,300.00
3.4	P-1	1	\$29,300.00	\$29,300.00
3.4	P-2	1	\$29,300.00	\$29,300.00
3.4	P-3	1	\$29,300.00	\$29,300.00
3.4	P-4	1	\$29,300.00	\$29,300.00
3.4	P-5	1	\$29,300.00	\$29,300.00
3.4	P-6	1	\$29,300.00	\$29,300.00
3.4	P-10	1	\$29,300.00	\$29,300.00
3.4	P-11	1	\$29,300.00	\$29,300.00
3.4	P-12	1	\$29,300.00	\$29,300.00
3.4	P-13	1	\$29,300.00	\$29,300.00
3.4	P-14	1	\$29,300.00	\$29,300.00
3.4	P-15	1	\$29,300.00	\$29,300.00
3.4	P-16	1	\$29,300.00	\$29,300.00
3.4	P-17	1	\$29,300.00	\$29,300.00

\$1,025,500.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction

Appendix E:
On-Street Parking Cost Estimate

ADA Transition Plan - Handicap Parking Cost

Description	Cost
Handicap Symbol	\$300.00
Handicap Sign	\$250.00
Detail Stripe-Blue	\$165.00
Total (Per Handicap Parking Spot)=	\$715.00

Note: Additional cost may be required to bring parking into compliance. Per each cost of handicap parking does not include, but not limited to, removal of existing striping, right of way acquisition, adjustment of utilities/drainage, relocation/removal of obstructions, mobilization, maintenance of traffic. Additional cost to be determined during design phases.

Note: Costs are based on 2011 Average prices.

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

ADA Transition Plan - On Street Parking Cost Estimate

[illegible]

\$ 5,005.00

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction

Appendix F:
Public Participation and Input

**NOTICE OF COMMENT PERIOD AND PUBLIC MEETING REGARDING THE
2011 ADA TRANSITION PLAN FOR PUBLIC RIGHT-OF-WAYS FOR THE
CITY OF HATTIESBURG**

The City of Hattiesburg (The City) has substantially completed an ADA transition plan for public right of ways in accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (July 26, 2011). The plan sets forth, among other things, a program to upgrade pedestrian facilities and bring them into compliance with ADA Standards.

A copy of the plan is available for inspection during normal business hours at City Hall and at the Library of Hattiesburg, Petal, and Forrest County. In addition, a copy of the plan will be available for inspection on the City's website (www.hattiesburgms.com).

The City has designated November 11, 2011 until December 10, 2011 at 5:00 p.m., as a 30-day comment period concerning the ADA Transition Plan. Comments must be submitted in writing to the office of Neel-Schaffer, Inc. Written comments can be mailed or delivered to the address listed below.

The City will hold a public meeting on November 15, 2011, at 5:30 p.m. The hearing will be in regards to the ADA Transition Plan and will be held at the Hattiesburg Cultural Center. The purpose of the public hearing is to answer any questions regarding the plan and provide the general public a forum to make comments.

Hattiesburg Cultural Center

723 Main Street
Hattiesburg, MS 39401

Library of Hattiesburg, Petal, and Forrest County

329 Hardy Street
Hattiesburg, MS 39401

City Hall

P.O. Box 1898
Hattiesburg, MS 39403-1898

Physical Address:

200 Forrest Street
Hattiesburg, MS 39401

Neel-Schaffer, Inc.

P.O. Box 1487
Hattiesburg, MS 39403-1487

Physical Address:

704 Hardy Street
Hattiesburg, MS 39401

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H18687
NEEL-SCHAFER, INC.,
0200383707
NOTICE PUBLIC MEETING

**NOTICE OF COMMENT
PERIOD AND PUBLIC
MEETING REGARDING
THE 2011 ADA
TRANSITION PLAN FOR
PUBLIC RIGHT-OF-WAYS
FOR THE CITY OF
HATTIESBURG**

The City of Hattiesburg (The City) has substantially completed an ADA transition plan for public right of ways in accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (July 26, 2011). The plan sets forth, among other things, a program to upgrade pedestrian facilities and bring them into compliance with ADA Standards.

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Hattiesburg Cultural
Center
723 Main Street
Hattiesburg, MS 39401

Library of Hattiesburg,
Petal, and Forrest County
329 Hardy Street
Hattiesburg, MS 39401

City Hall
P.O. Box 1898
Hattiesburg, MS 39403-
1898

Physical Address:
200 Forrest Street
Hattiesburg, MS 39401

Neel-Schaffer, Inc.
P.O. Box 1487
Hattiesburg, MS 39403-
1487

Physical Address:
704 Hardy Street
Hattiesburg, MS 39401

Publish: November 12,
2011

0200383707-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/12/2011
11/12/2011

Size: 394 words / 1.00 col. x 102.00 lines
Published: 1 time(s)
Total: \$52.28

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/12/2011.

Jennifer J. Brogdon
Notary Public

Nov. 12, 2011
Date



City of Hattiesburg
**ADA Transition Plan for Public Right-of-Ways
Public Meeting**
November 15, 2011

	Name	Representing
1	Michelle Gill	Neel-Schaffer, Inc
2	Geoffrey Crosby	Neel-Schaffer, Inc
3	Bert Kuyrkendall	City of Hattiesburg
4	Eddie Jones & J. Jones	ADA Consultant for Neel-Schaffer
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**NOTICE OF COMMENT PERIOD AND PUBLIC MEETING REGARDING THE
2011 ADA TRANSITION PLAN FOR PUBLIC RIGHT-OF-WAYS FOR THE
CITY OF HATTIESBURG**

The City of Hattiesburg (The City) has substantially completed an ADA transition plan for public right of ways in accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (July 26, 2011). The plan sets forth, among other things, a program to upgrade pedestrian facilities and bring them into compliance with ADA Standards.

A copy of the plan is available for inspection during normal business hours at City Hall and at the Library of Hattiesburg, Petal, and Forrest County. In addition, a copy of the plan will be available for inspection on the City's website (www.hattiesburgms.com).

The City has designated November 11, 2011 until December 10, 2011 at 5:00 p.m., as a 30-day comment period concerning the ADA Transition Plan. Comments must be submitted in writing to the office of Neel-Schaffer, Inc. Written comments can be mailed or delivered to the address listed below.

The City will hold a public meeting on December 1, 2011, at 5:30 p.m. The hearing will be in regards to the ADA Transition Plan and will be held at the Hattiesburg Cultural Center. The purpose of the public hearing is to answer any questions regarding the plan and provide the general public a forum to make comments.

Hattiesburg Cultural Center

723 Main Street
Hattiesburg, MS 39401

Library of Hattiesburg, Petal, and Forrest County

329 Hardy Street
Hattiesburg, MS 39401

City Hall

P.O. Box 1898
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Physical Address:

200 Forrest Street
Hattiesburg, MS 39401

Neel-Schaffer, Inc.

P.O. Box 1487
Hattiesburg, MS 39403-1487

Physical Address:

704 Hardy Street
Hattiesburg, MS 39401

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H18687
NEEL-SCHAFER, INC.,
0200384975
PUBLIC NOTICE NOTICE OF COMMENT
PERIOD

PUBLIC NOTICE	
NOTICE OF COMMENT PERIOD AND PUBLIC MEETING REGARDING THE 2011 ADA TRANSITION PLAN FOR PUBLIC RIGHT-OF-WAYS FOR THE CITY OF HATTIESBURG	
The City of Hattiesburg (The City) has substantially completed an ADA transition plan for public right of ways in accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (July 28, 2011). The plan sets forth, among other things, a program to upgrade pedestrian facilities and bring them into compliance with ADA Standards.	
A copy of the plan is available for inspection during normal business hours at City Hall and at the Library of Hattiesburg, Petal, and Forrest County. In addition, a copy of the plan will be available for inspection on the City's website (www.hattiesburgms.com).	
The City has designated November 11, 2011 until December 10, 2011 at 5:00 p.m., as a 30-day comment period concerning the ADA Transition Plan. Comments must be submitted in writing to the office of Neel-Schaffer, Inc. Written comments can be mailed or delivered to the address listed below.	
The City will hold a public meeting on December 11, 2011, at 5:30 p.m. The hearing will be in regards to the ADA Transition Plan and will be held at the Hattiesburg Cultural Center. The purpose of the public hearing is to answer any questions regarding the plan and provide the general public a forum to make comments. Anyone who requires an auxiliary aid or service for effective communication should contact the office of Neel-Schaffer, Inc. as soon as possible but no later than 24 hours before the public meeting.	
Hattiesburg Cultural Center 723 Main Street Hattiesburg, MS 39401	
Library of Hattiesburg, Petal, and Forrest County 329 Hardy Street Hattiesburg, MS 39401	
City Hall P.O. Box 1898 Hattiesburg, MS 39403-1898	
Physical Address: 200 Forrest Street Hattiesburg, MS 39401	
Neel-Schaffer, Inc. P.O. Box 1487 Hattiesburg, MS 39403-1487	
Physical Address:	

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/27/2011
11/27/2011
11/27/2011

Size: 380 words / 1.00 col. x 101.00 lines

Published: 1 time(s)

Total: \$50.85

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/27/2011.

Jennifer J. Brogdon
Notary Public

Nov. 27, 2011
Date



City of Hattiesburg
ADA Transition Plan for Public Right-of-Ways
Public Meeting
December 1, 2011

	Name	Representing
1	Michelle Gill	Neel-Schaffer, Inc.
2	Geoffrey Crosby	Neel-Schaffer, Inc.
3	Eddie Jones & J. Jones	ADA Consultant for Neel-Schaffer
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City of Hattiesburg
**ADA Transition Plan for Public Right-of-Ways
Public Comments**

Date: _____

Name: _____

Telephone No.: _____

Address: _____

Location of Alleged Non-Compliance *(please provide a street address if possible):*

Comments:

Please submit this comment form to Neel-Schaffer, Inc.

Mailing Address:	Neel-Schaffer, Inc. P.O. Box 1487 Hattiesburg, MS 39403
Physical Address:	704 Hardy Street Hattiesburg, MS 39401
Telephone Number:	(601) 545-1565
Fax Number:	(601) 545-2267

PUBLIC RIGHT OF WAY INVENTORY (SIDEWALK, CURB RAMP, ON-STREET PARKING, AND PEDESTRIAN SIGNALS)

SUPPLEMENT TO TRANSITION PLAN

CITY OF HATTIESBURG FORREST COUNTY

MAYOR

JOHNNY L. DUPREE, PH.D

DIRECTOR OF ENGINEERING

BERT KUYRKENDALL, P.E.

COUNCIL MEMBERS

KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
HENRY E. NAYLOR	WARD 5



LOCATION MAP

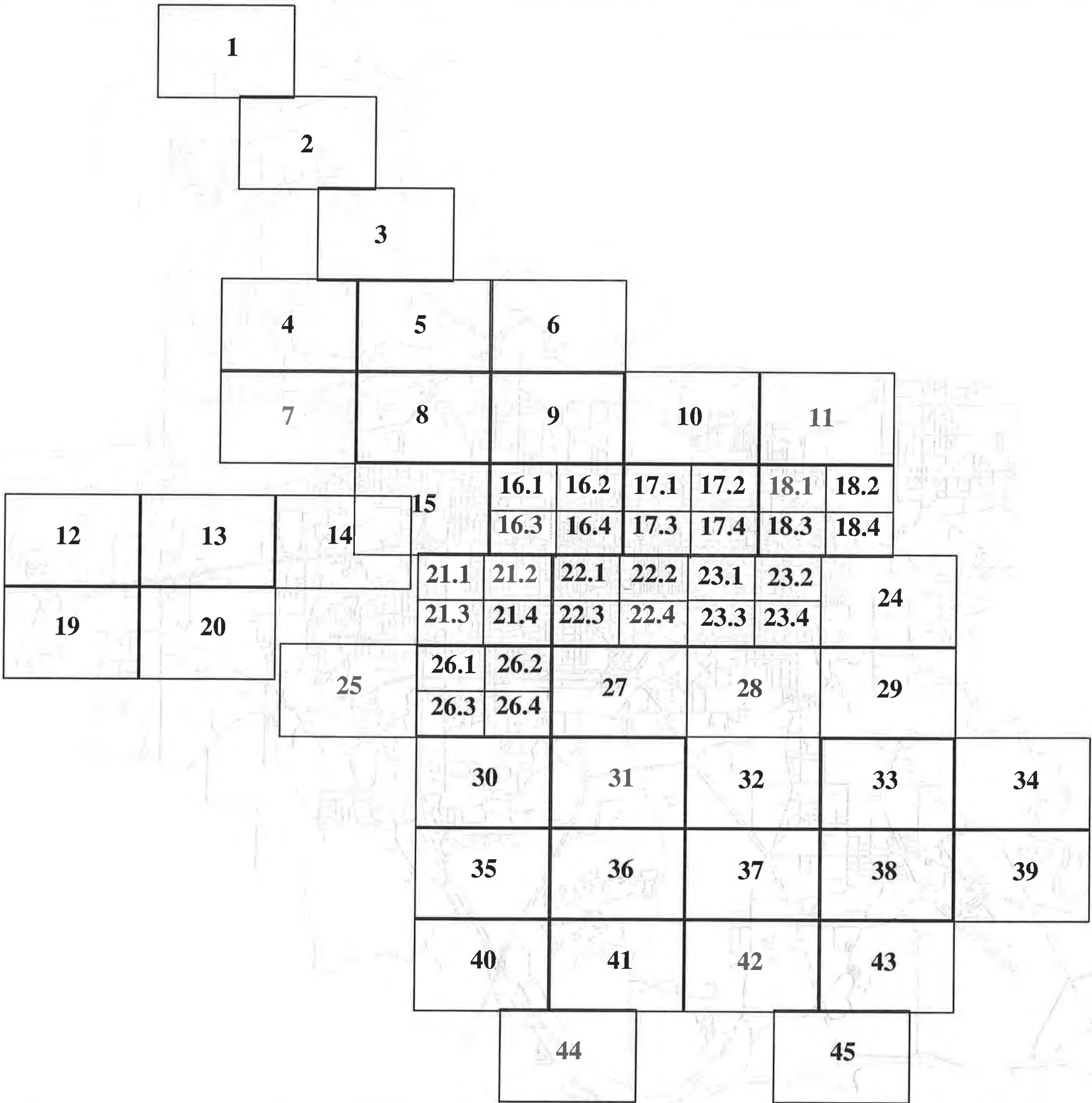
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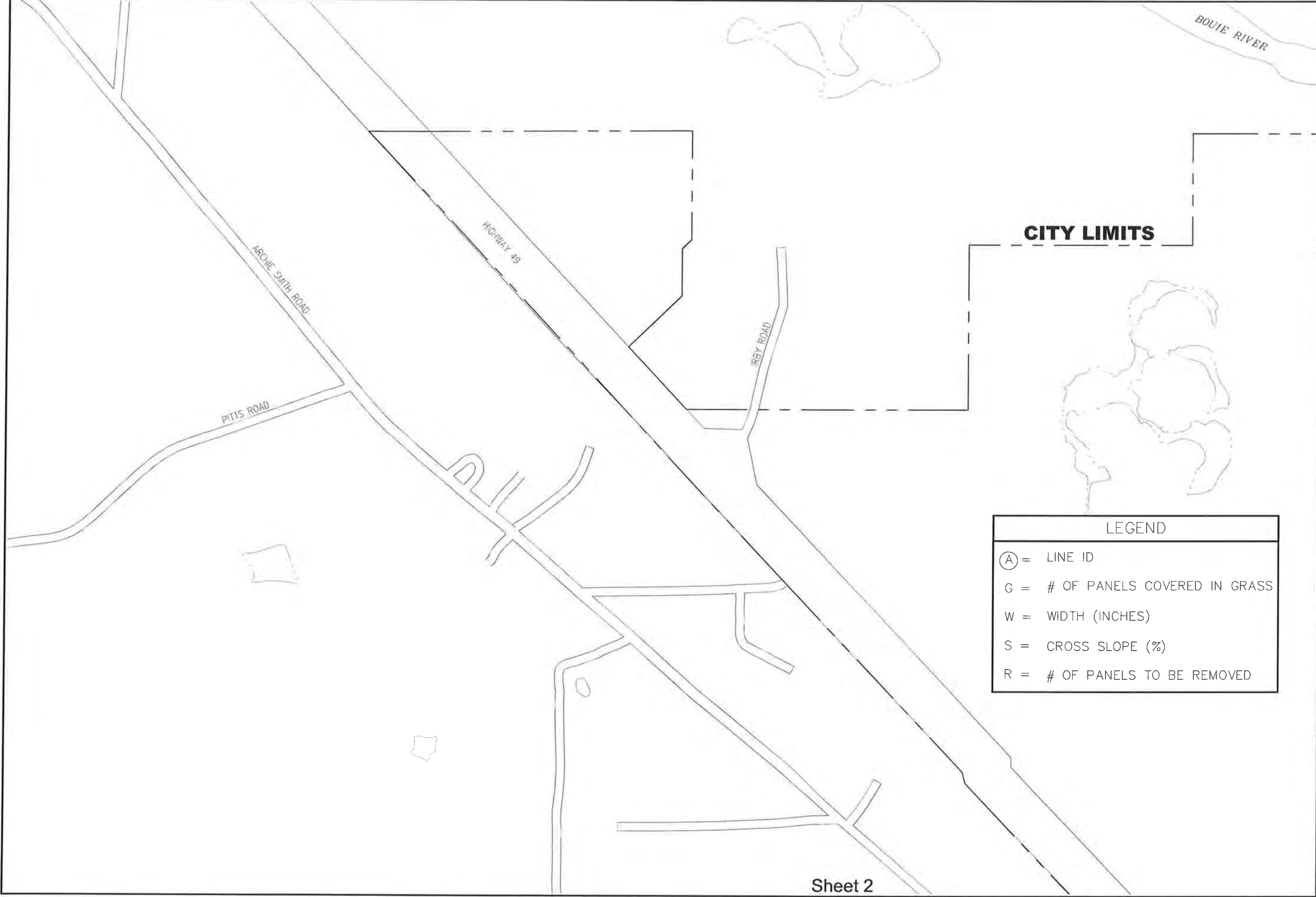


PREPARED BY :

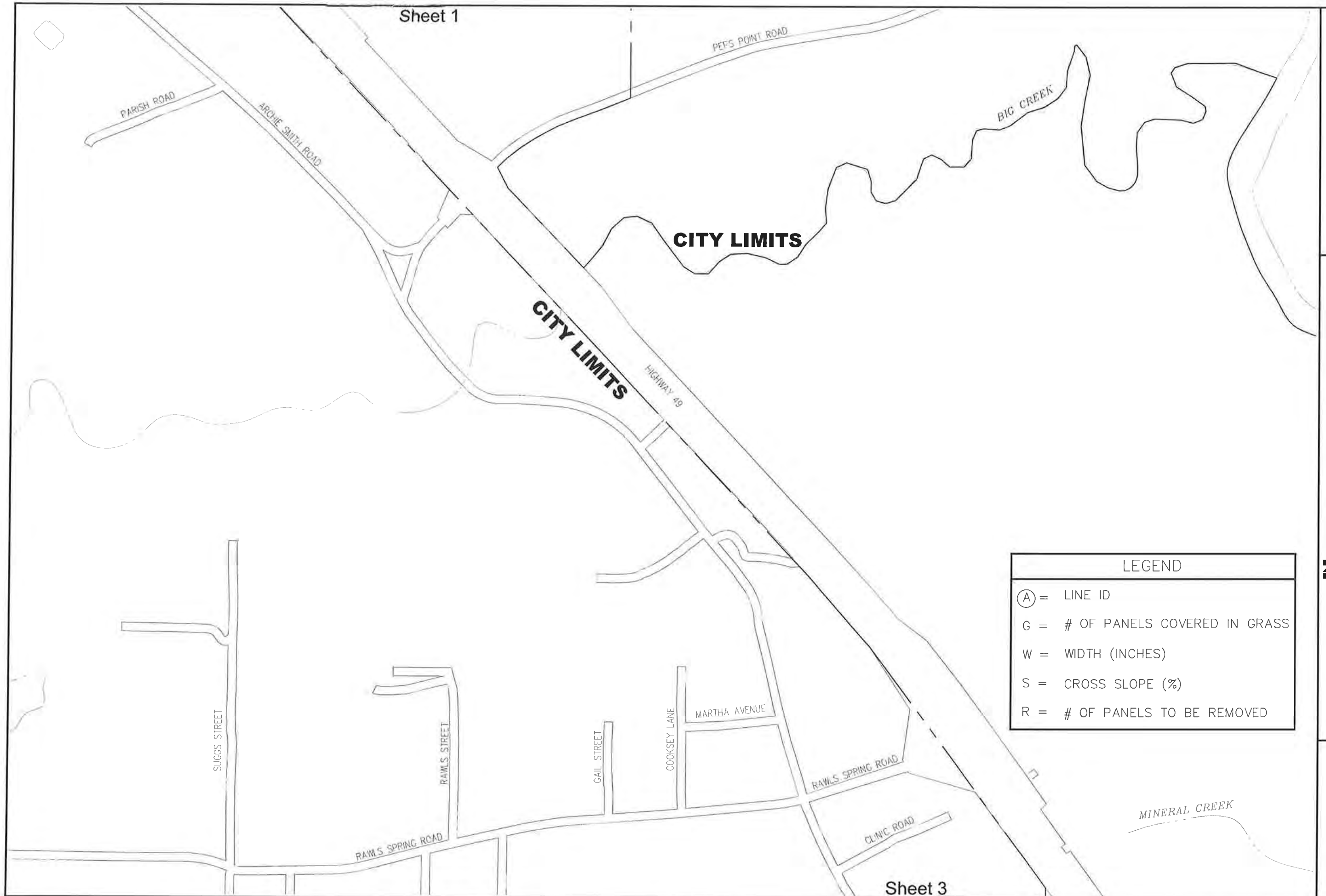


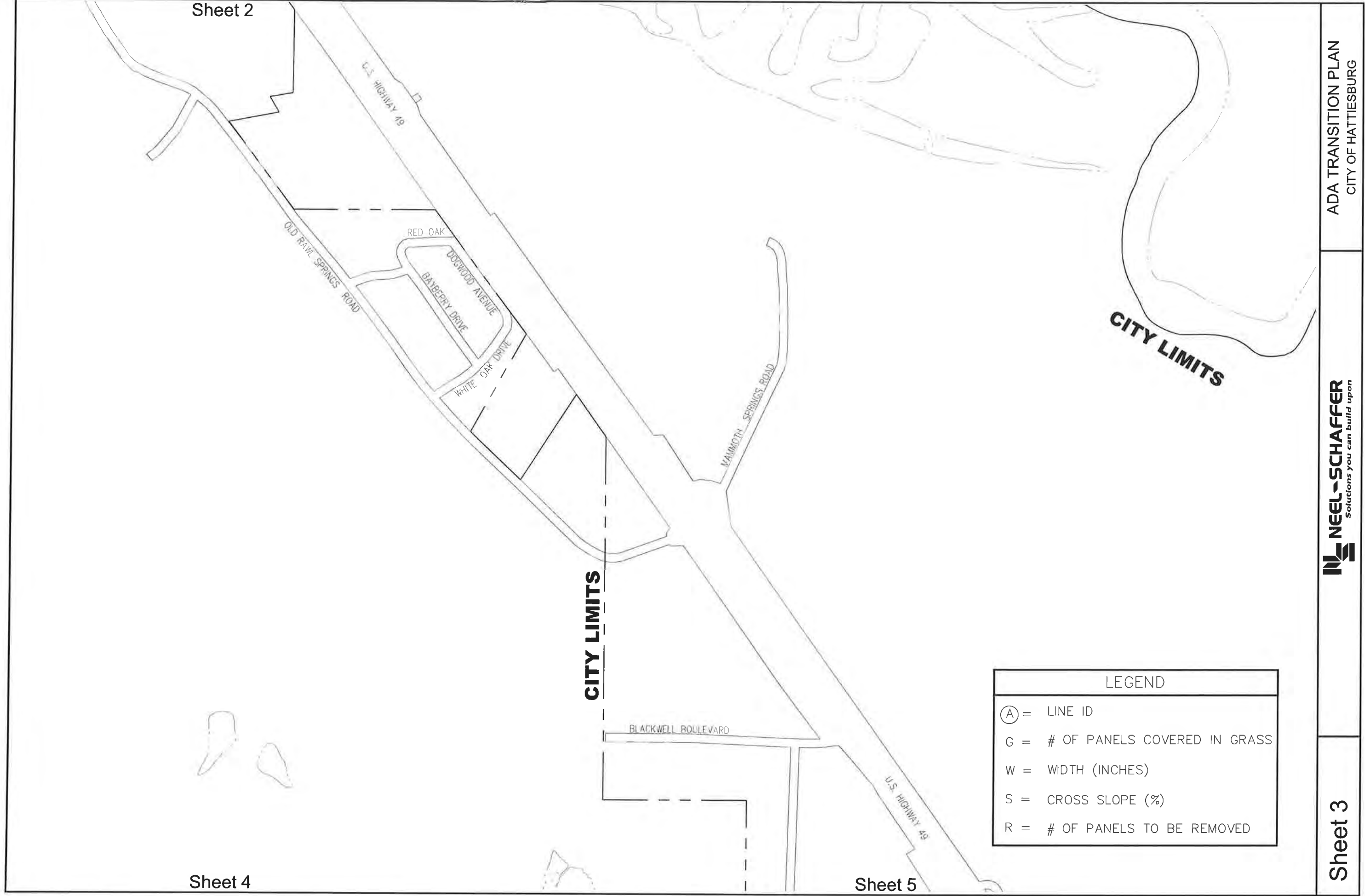
Sidewalks & Curb Ramps

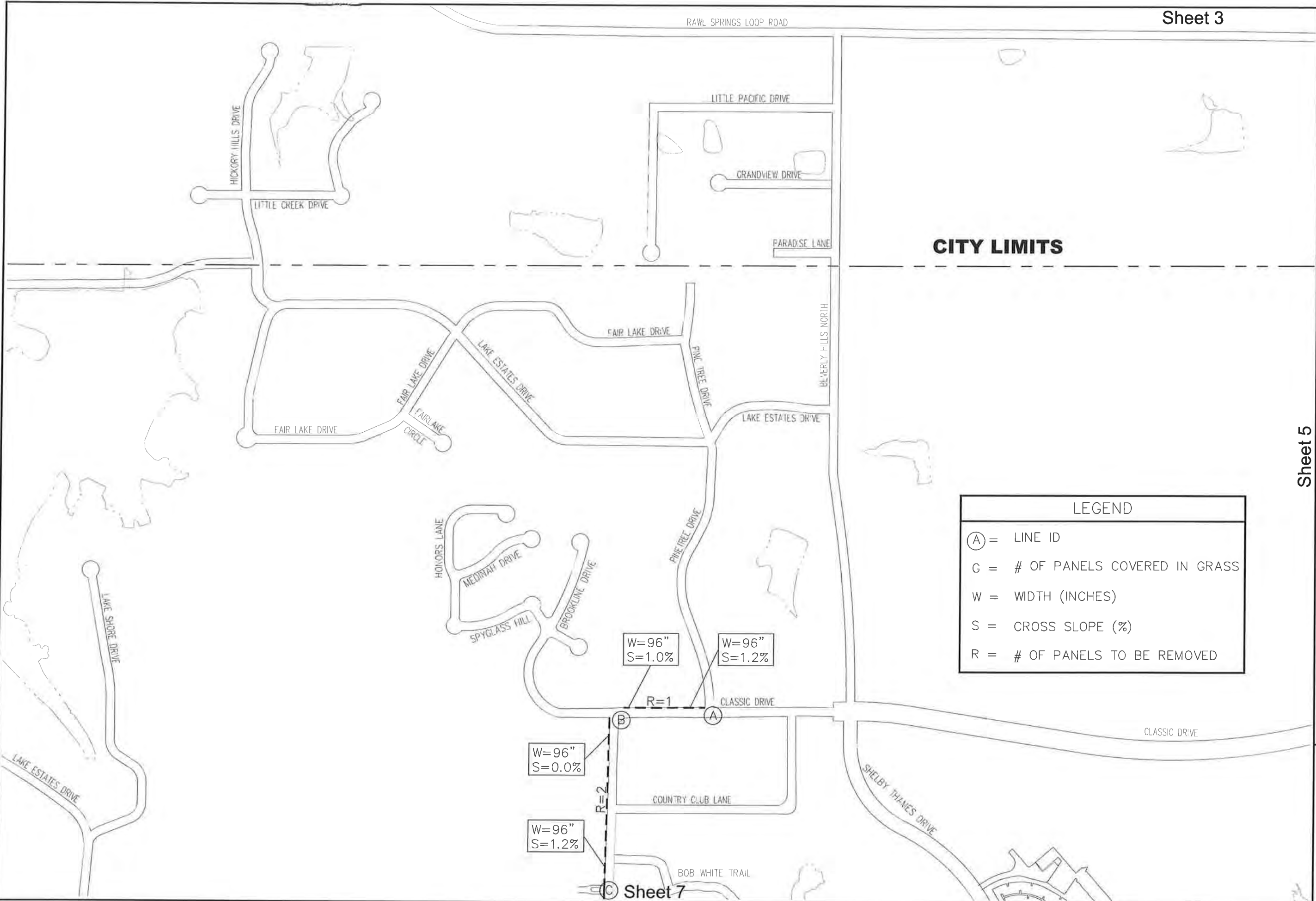


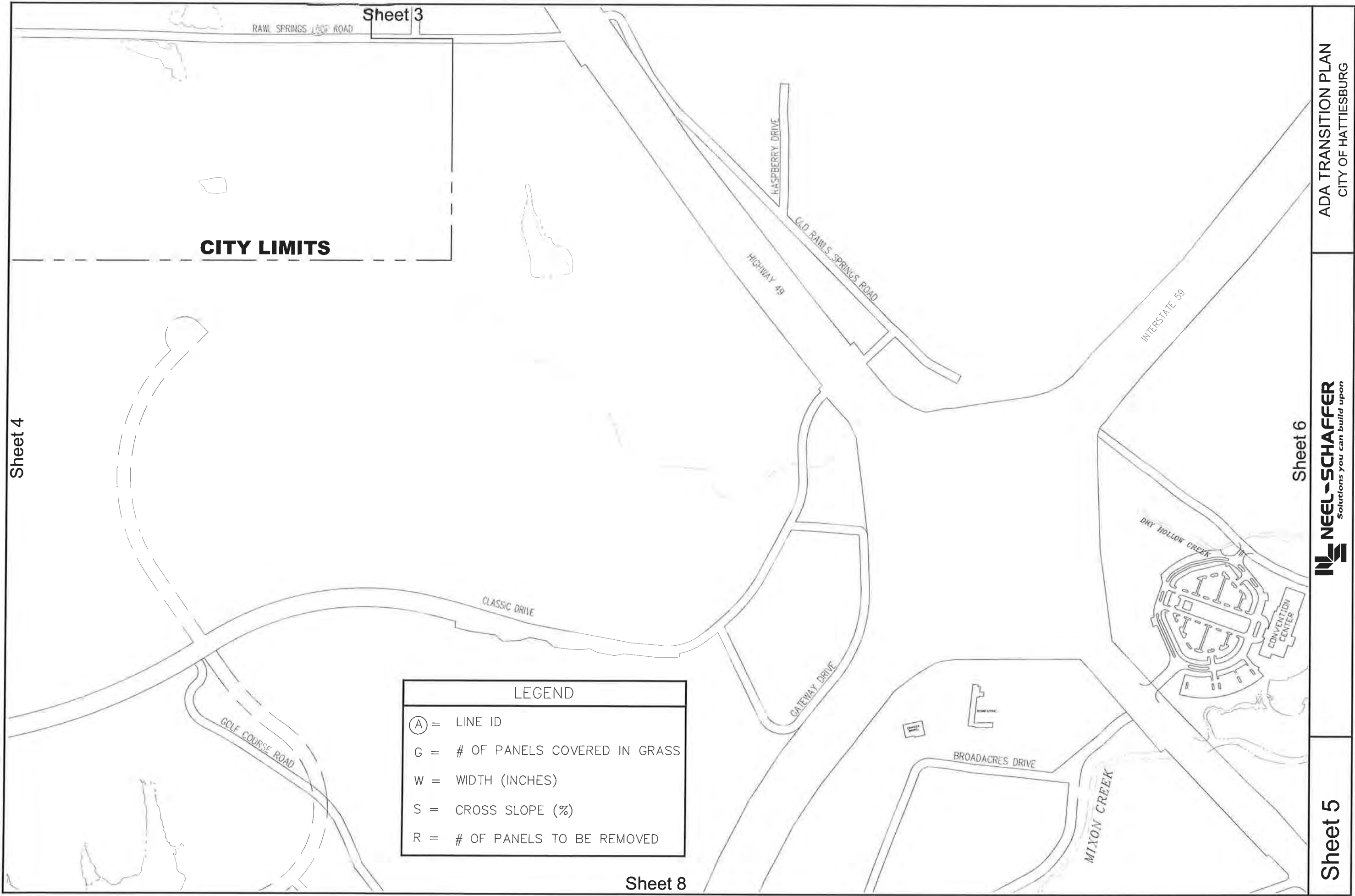


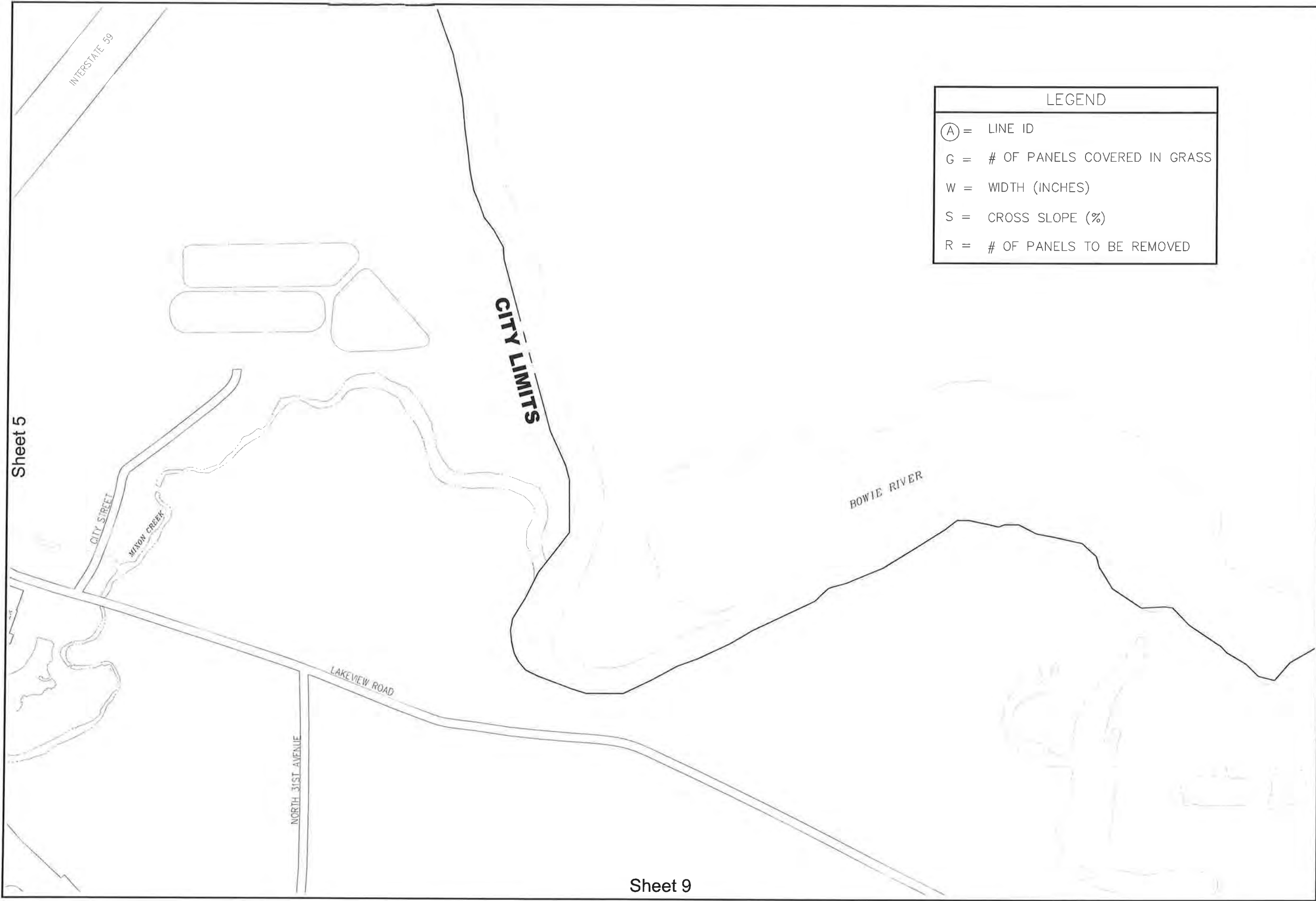
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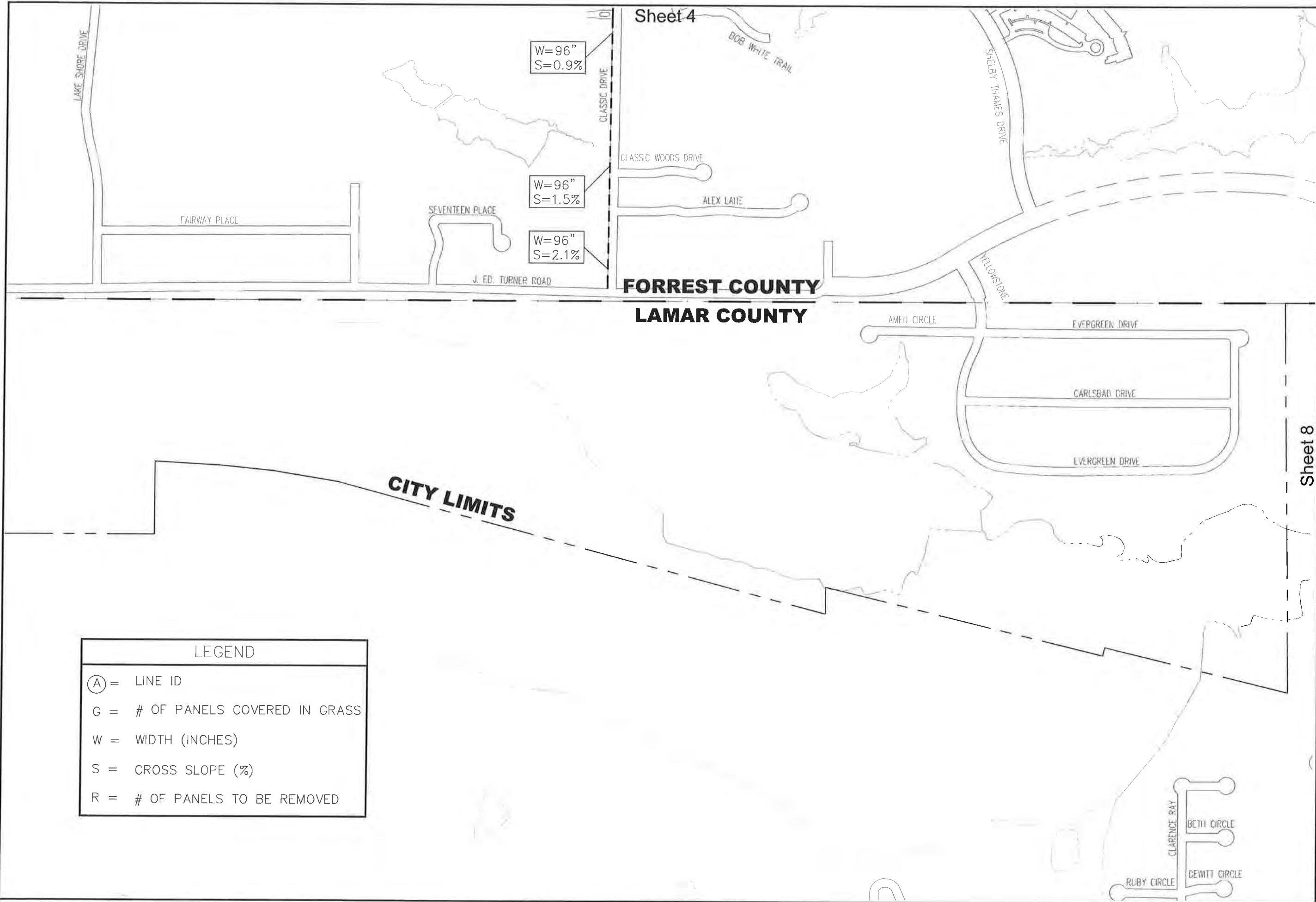












LEGEND

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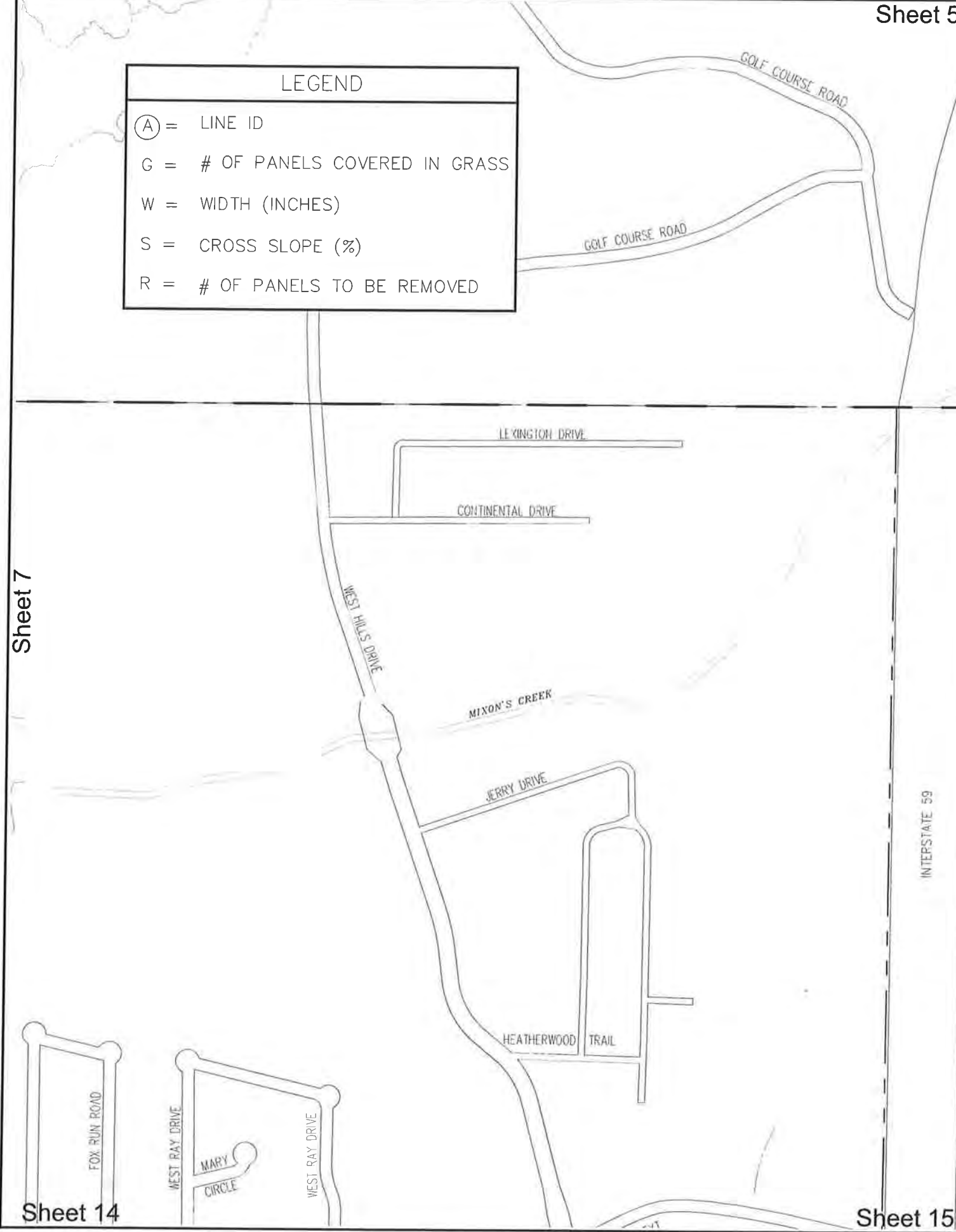
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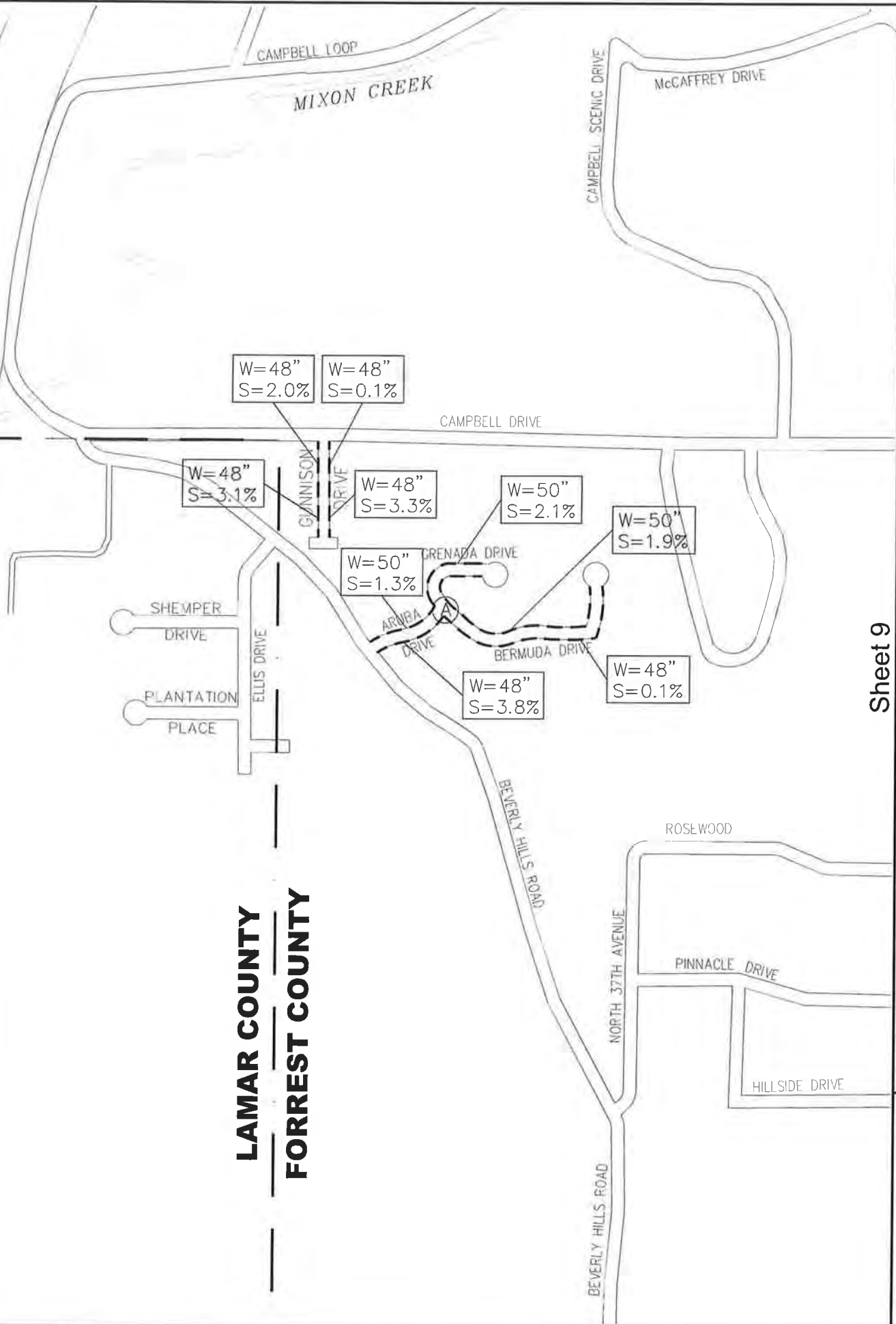
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S = CROSS SLOPE (%)

R = # OF PANELS TO BE REMOVED



LAMAR COUNTY
FORREST COUNTY



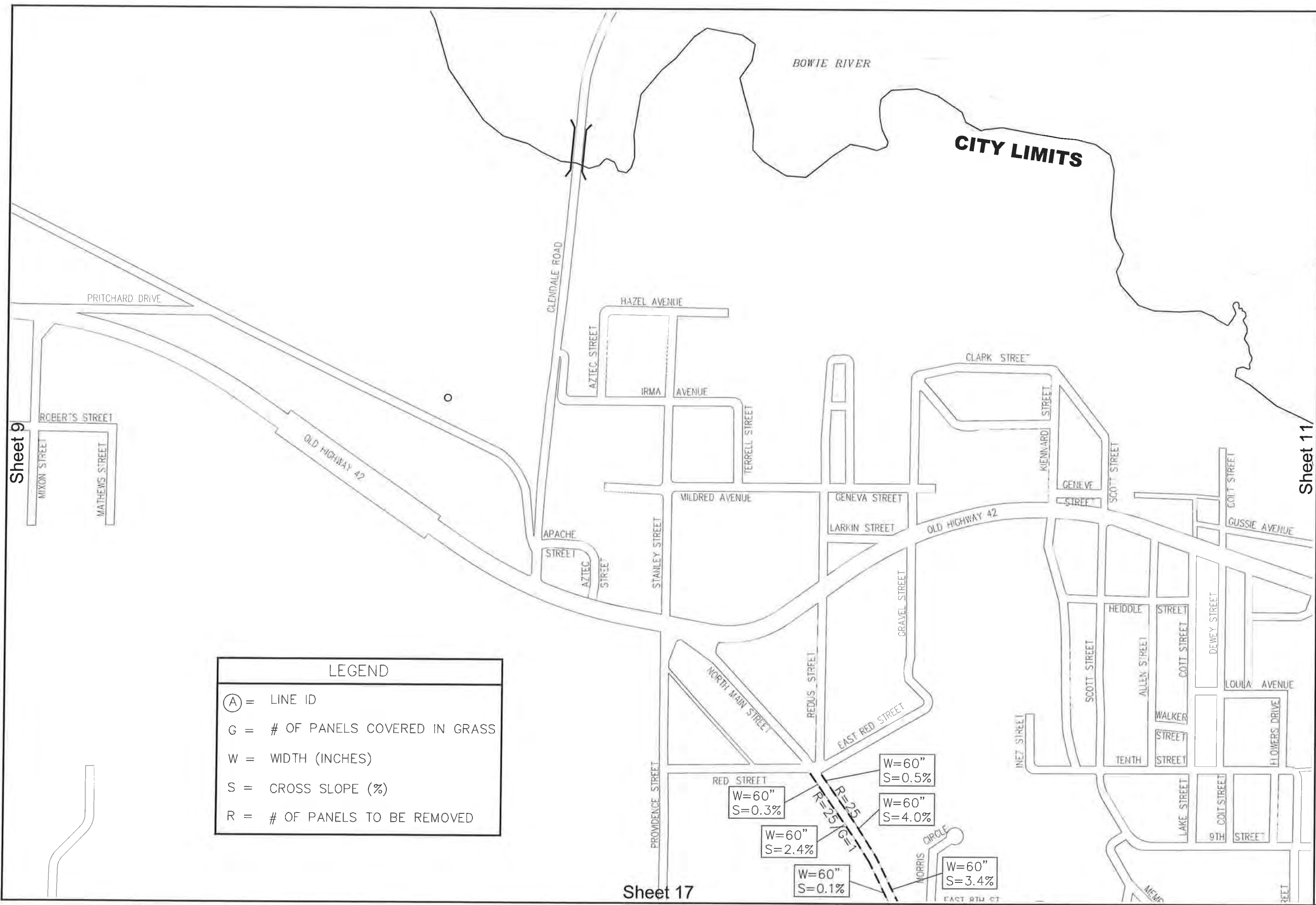
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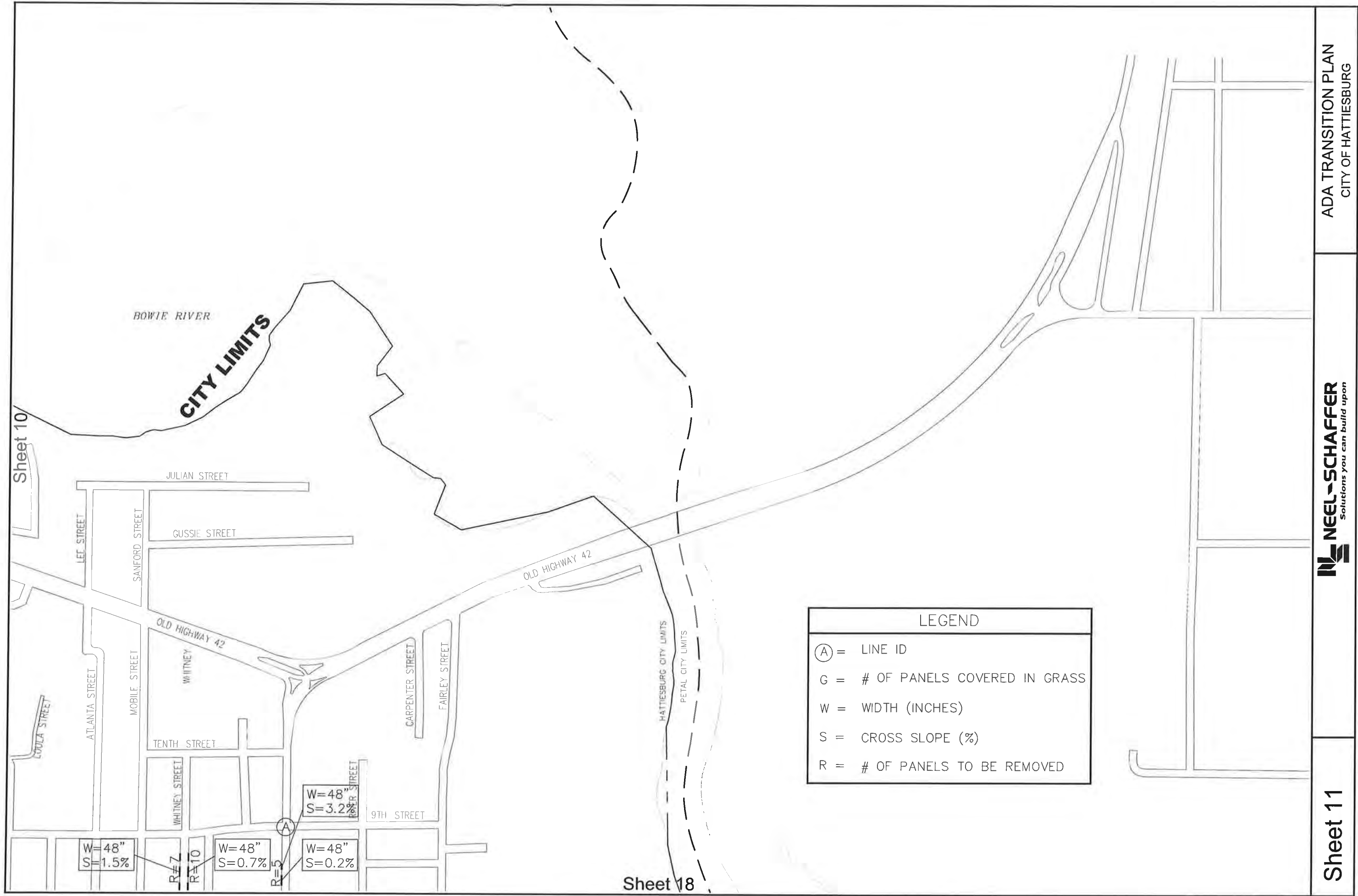
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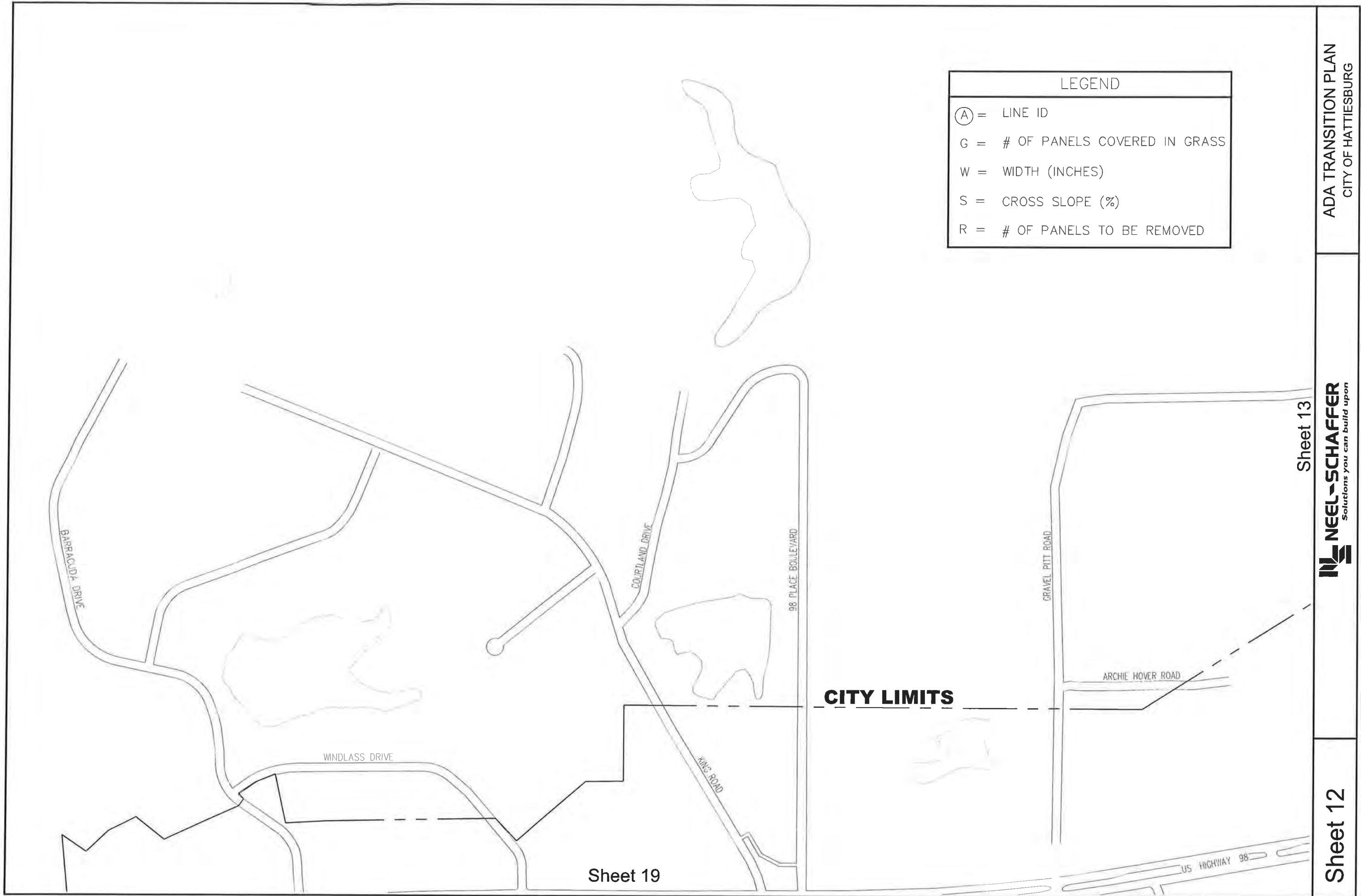
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Sheet 10

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S =	CROSS SLOPE (%)
R =	# OF PANELS TO BE REMOVED

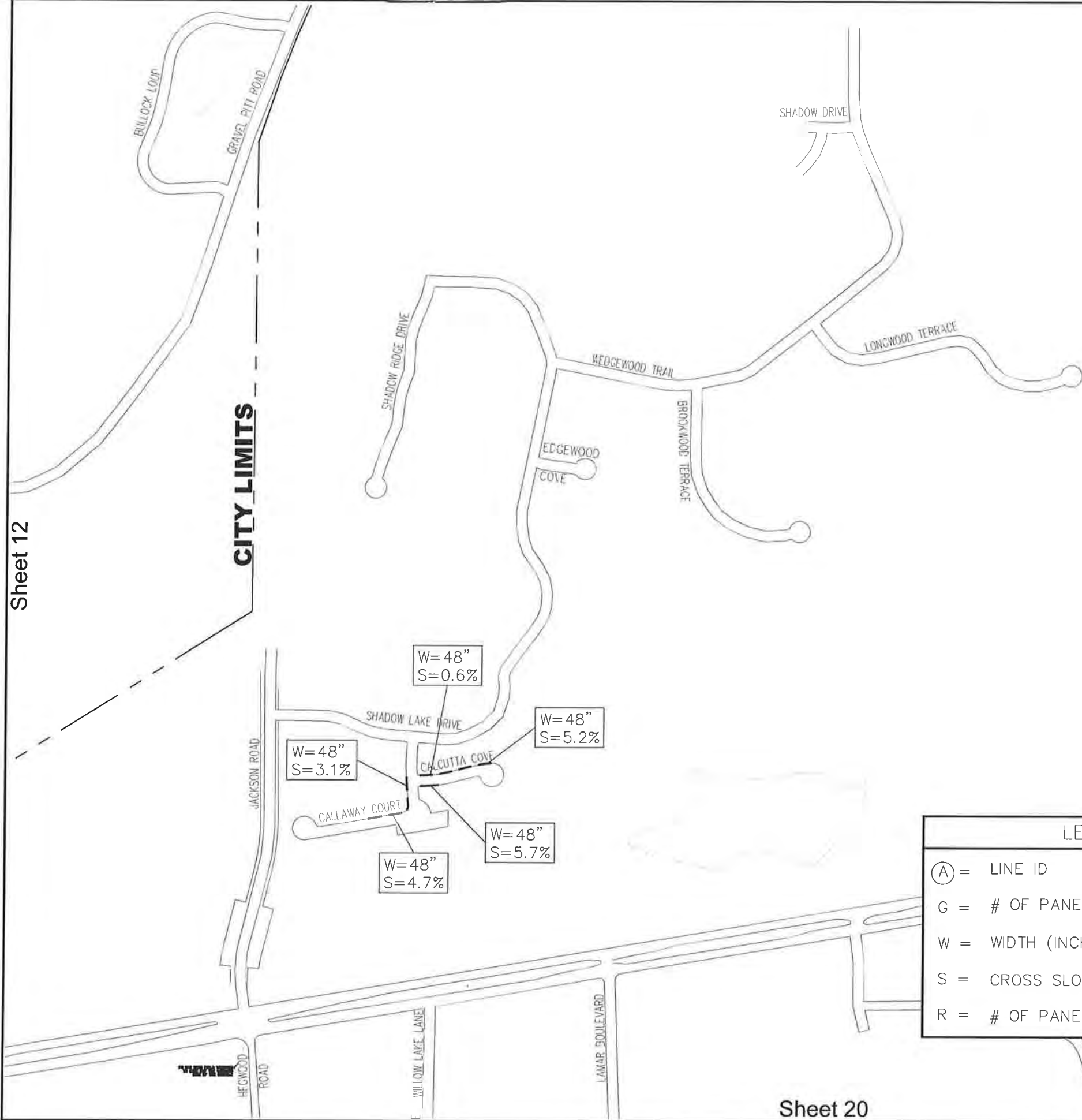






Sheet 12

CITY LIMITS



Sheet 20

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W =	WIDTH (INCHES)
S =	CROSS SLOPE (%)
R =	# OF PANELS TO BE REMOVED

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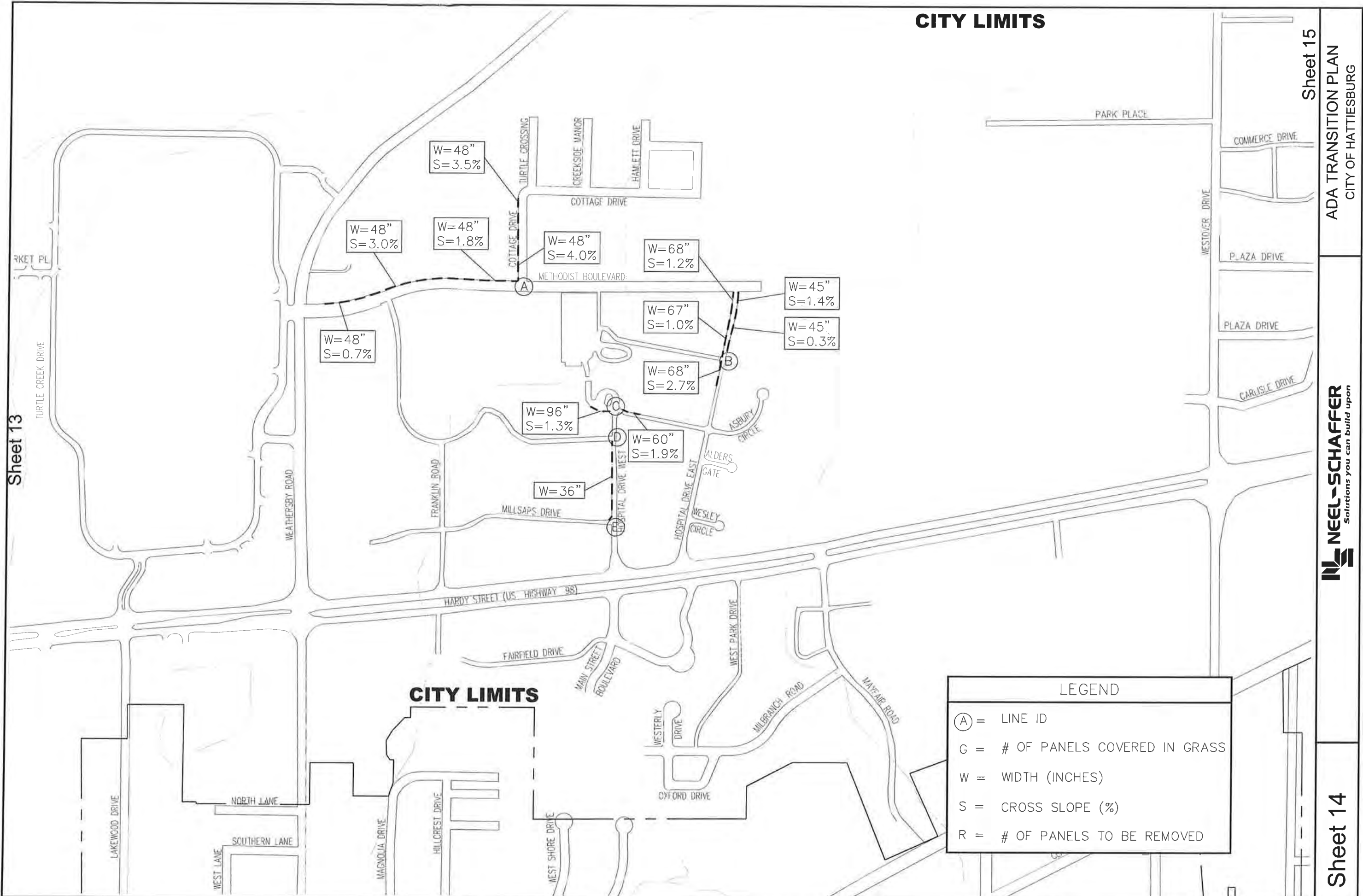
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S=4.2%

Sheet 14

NEEL-SCHAFFER
Solutions you can build upon

Sheet 13

ADA TRANSITION PLAN
CITY OF HATTIESBURG

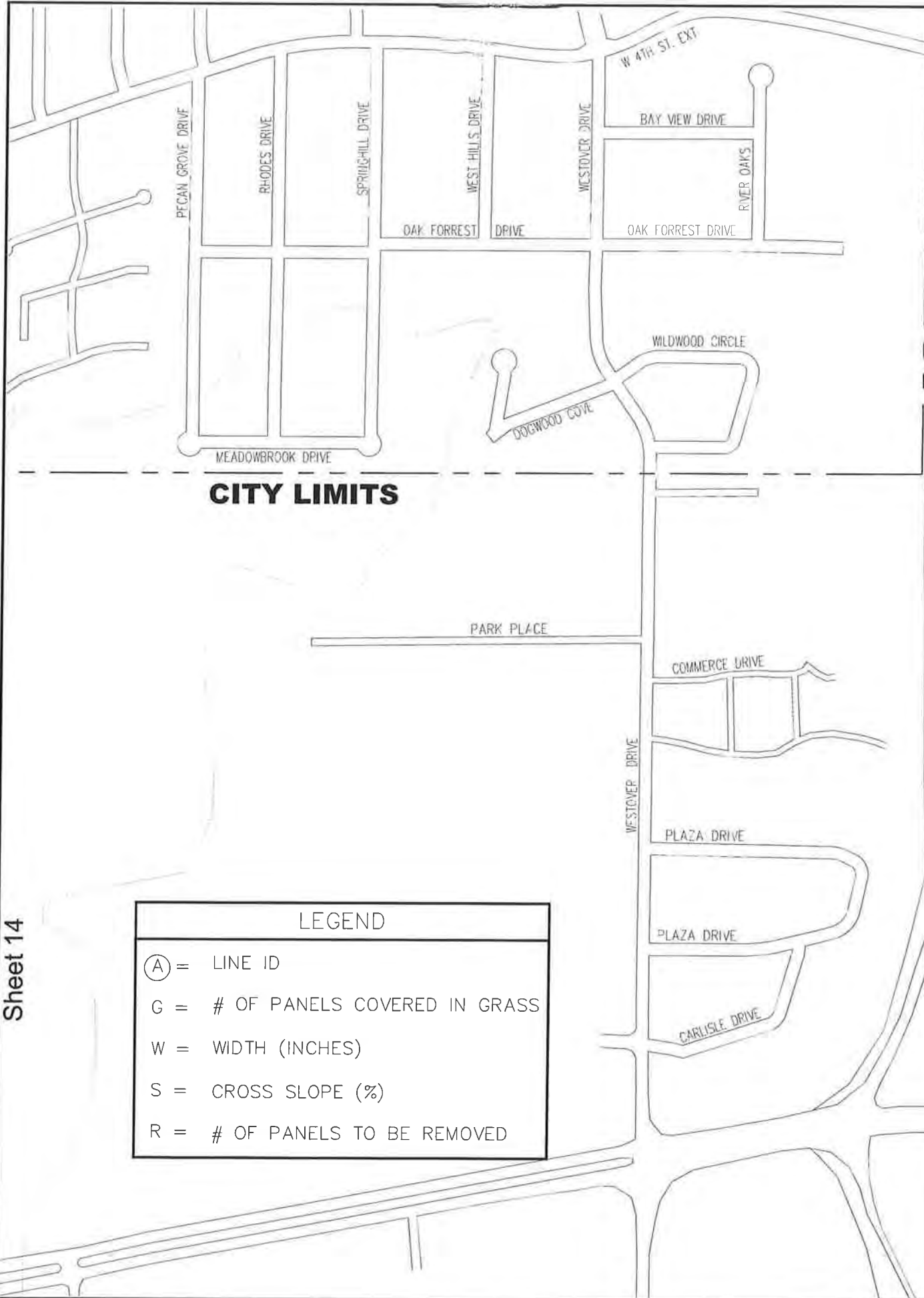


CITY LIMITS

CITY LIMITS

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- S = CROSS SLOPE (%)
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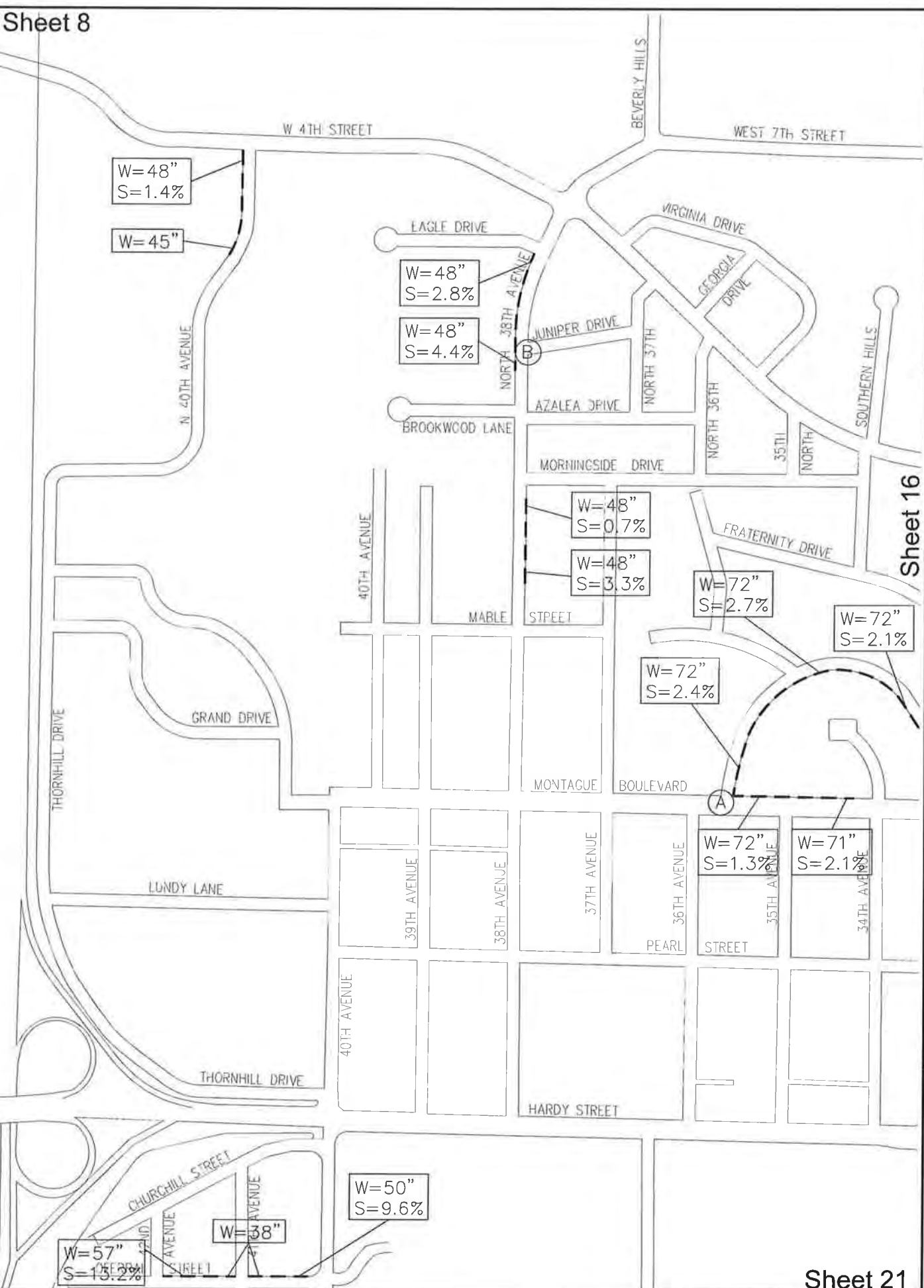
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CROSS SLOPE (%)

R

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OF PANELS TO BE REMOVED



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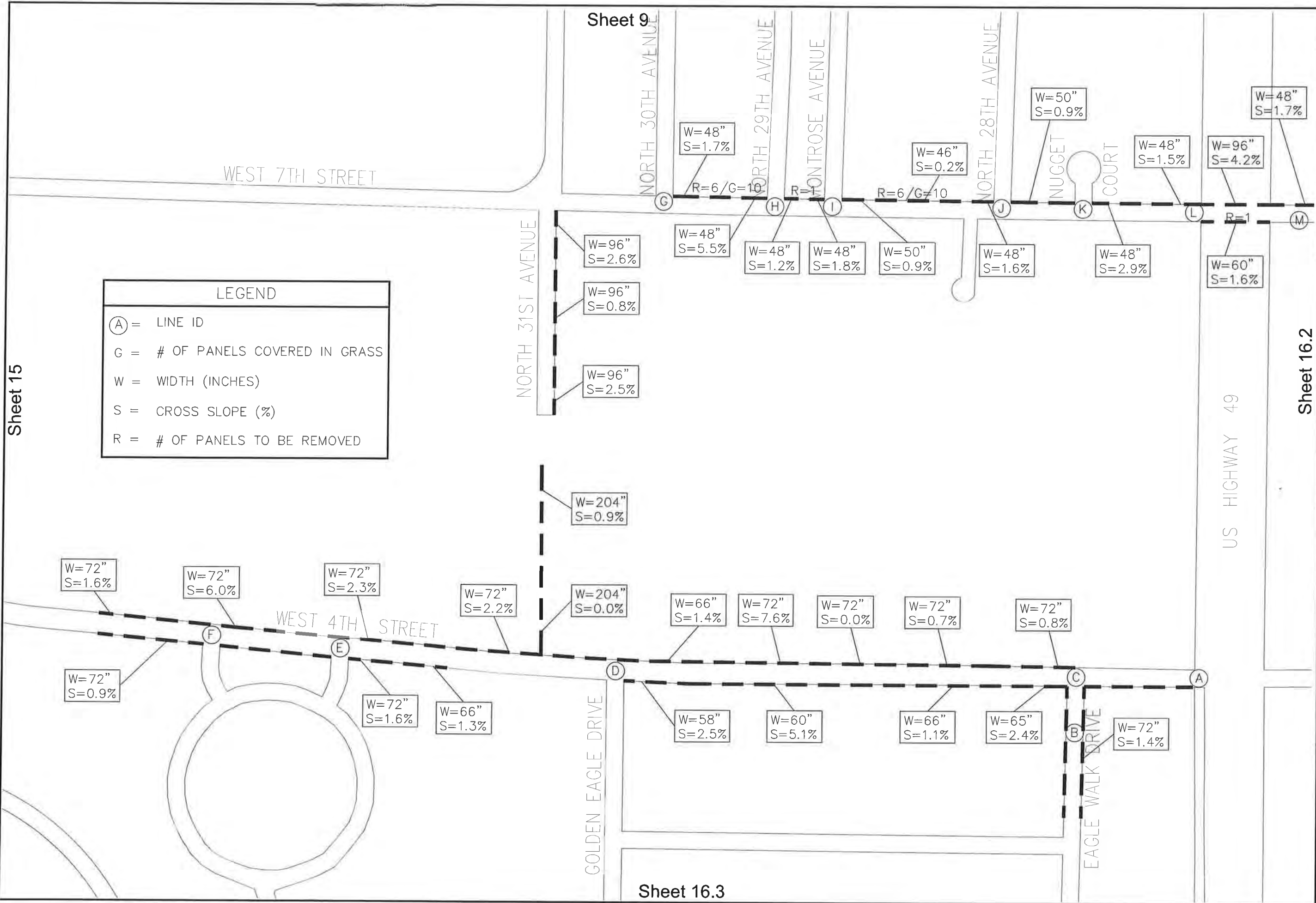
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W = WIDTH (INCHES)

S = CROSS SLOPE (%)

R = # OF PANELS TO BE REMOVED

Sheet 15

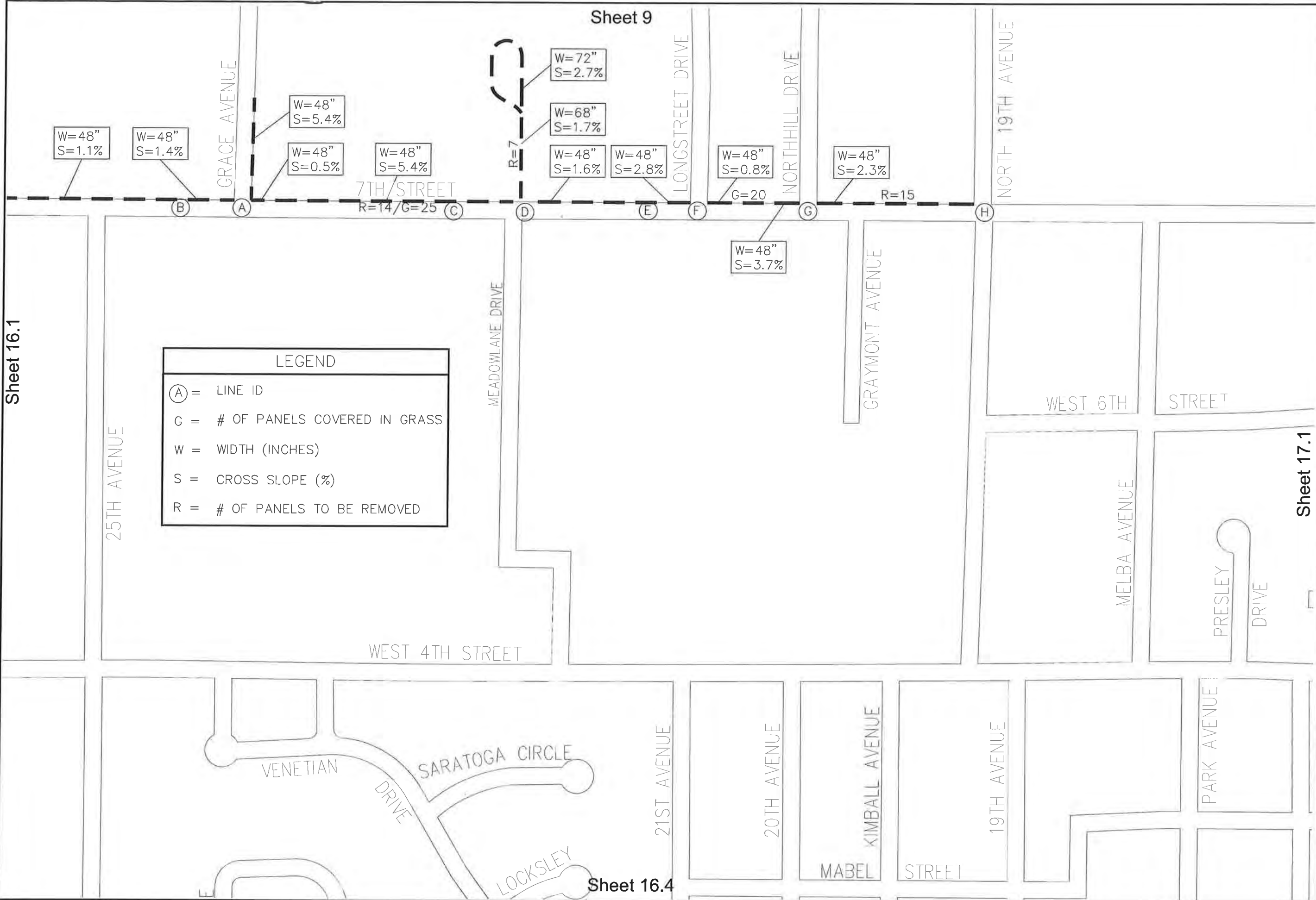


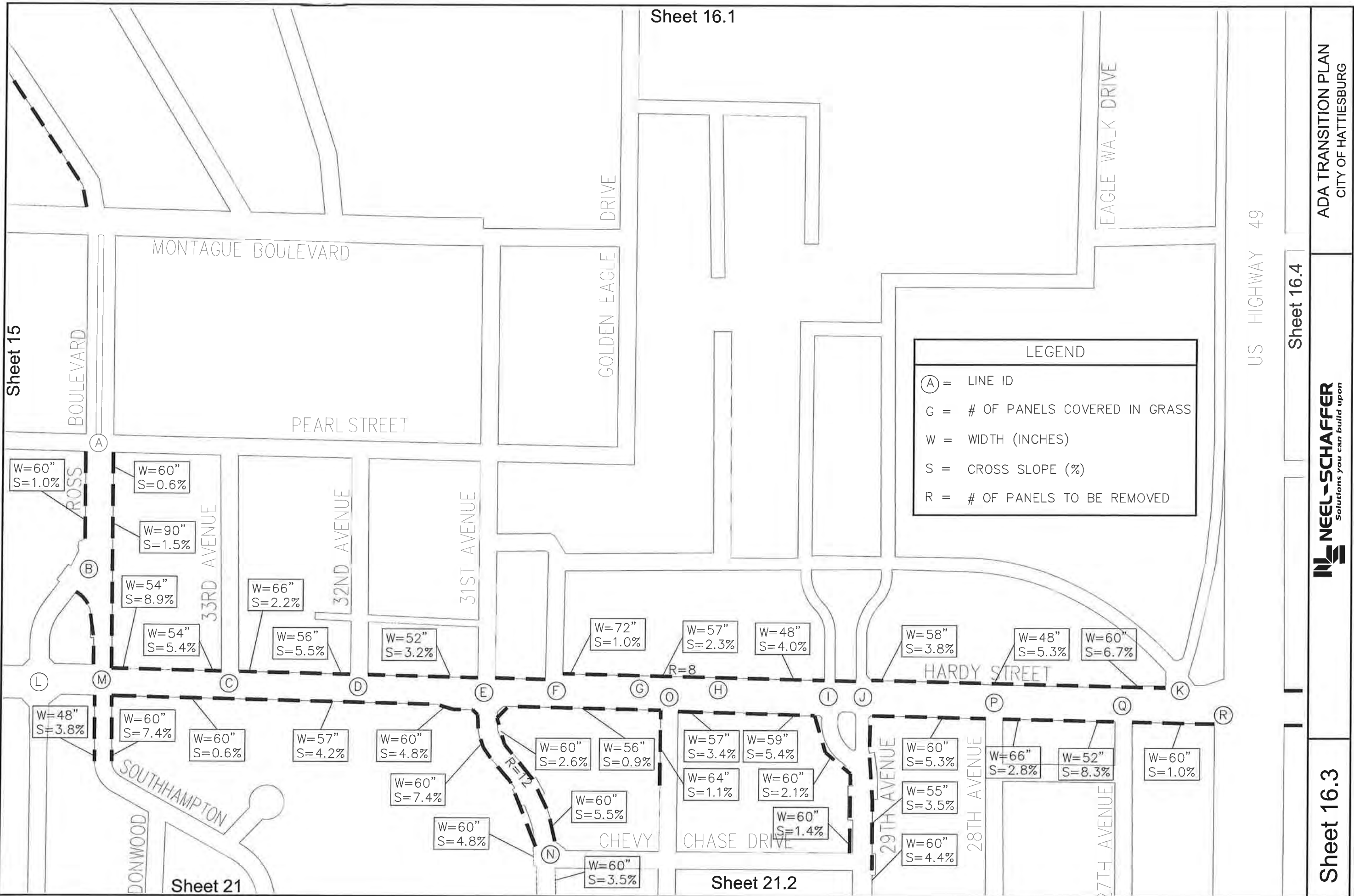
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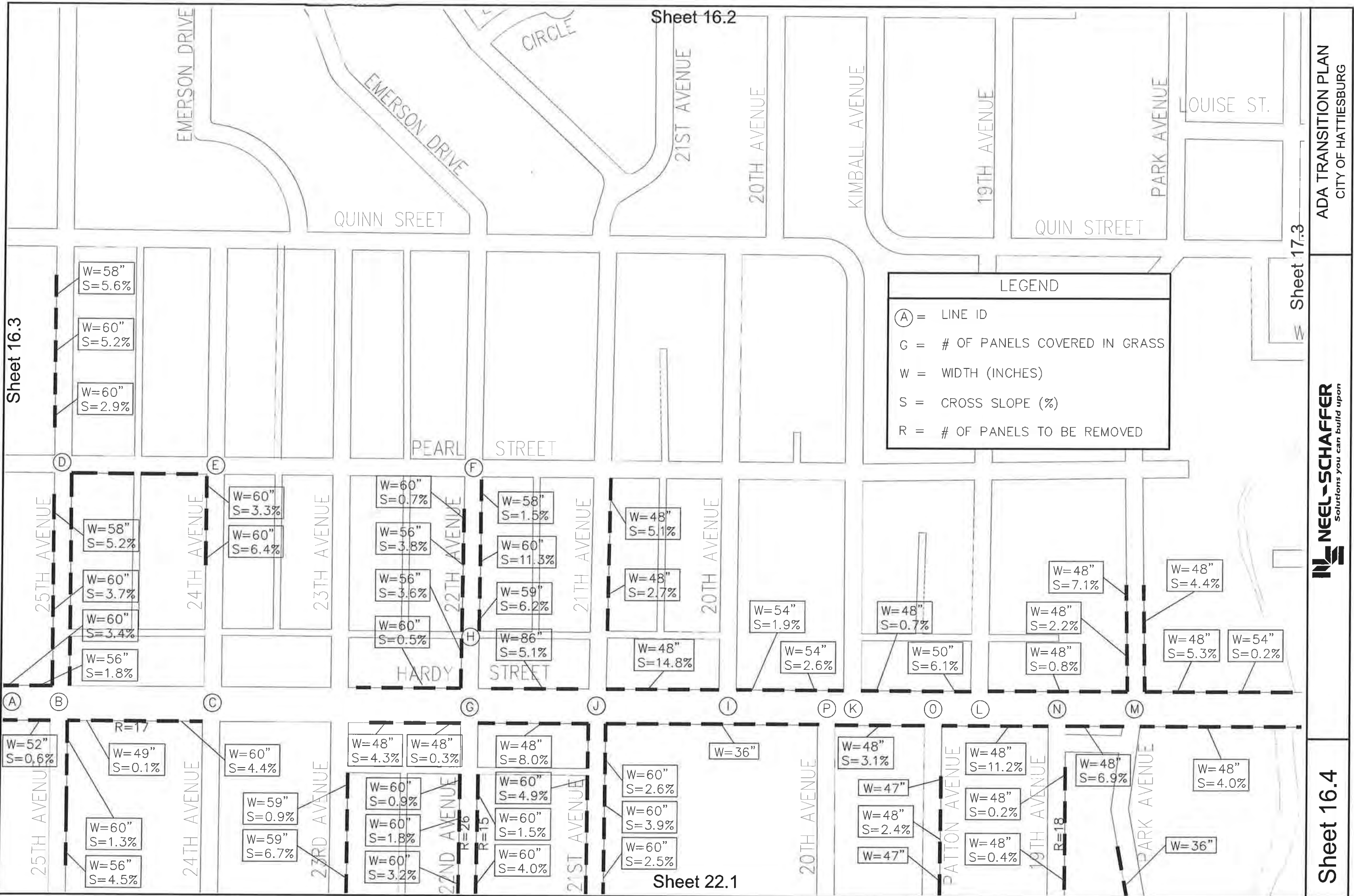
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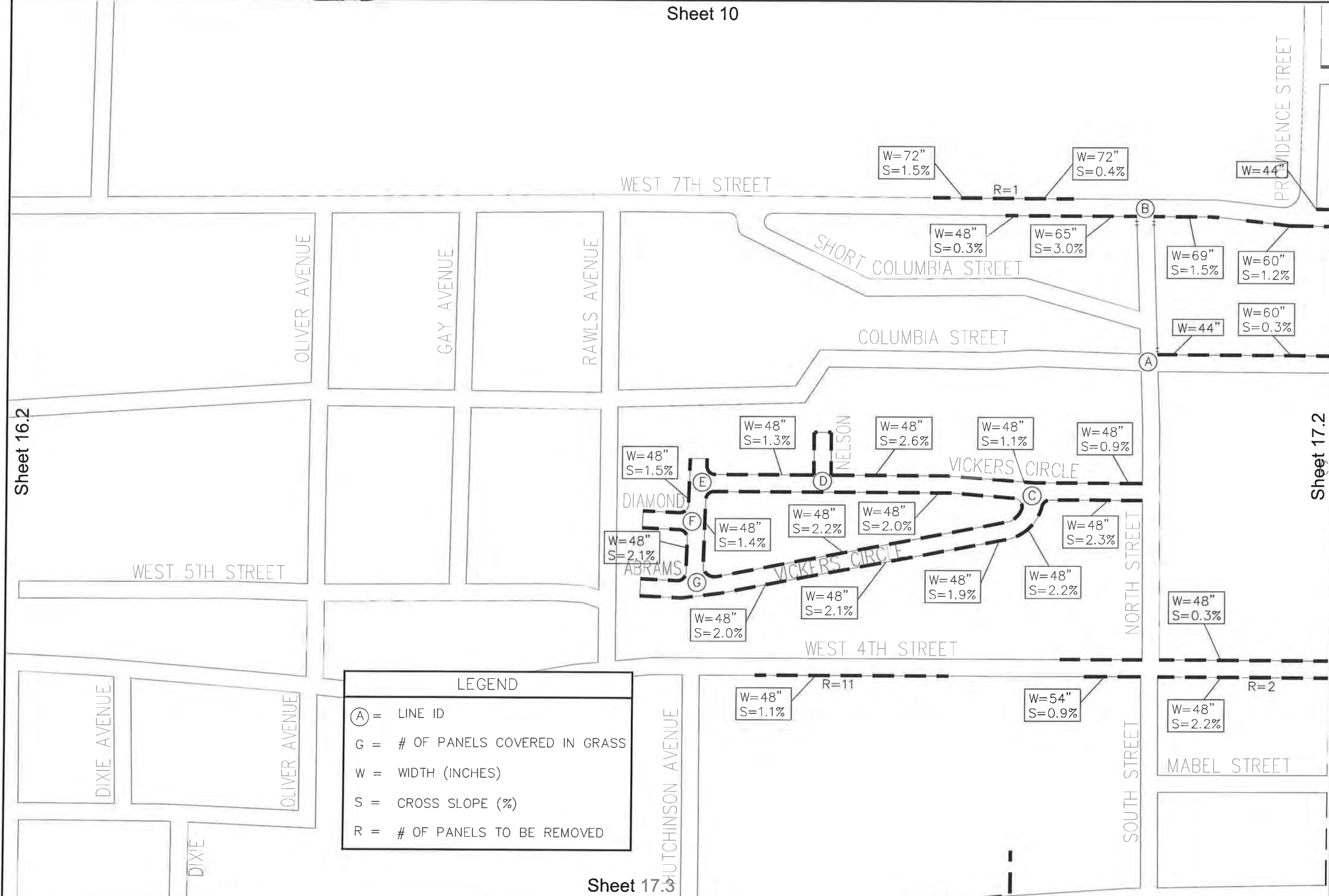
NEEL-SCHAFER
Solutions you can build upon

ADA TRANSITION PLAN
CITY OF HATTIESBURG









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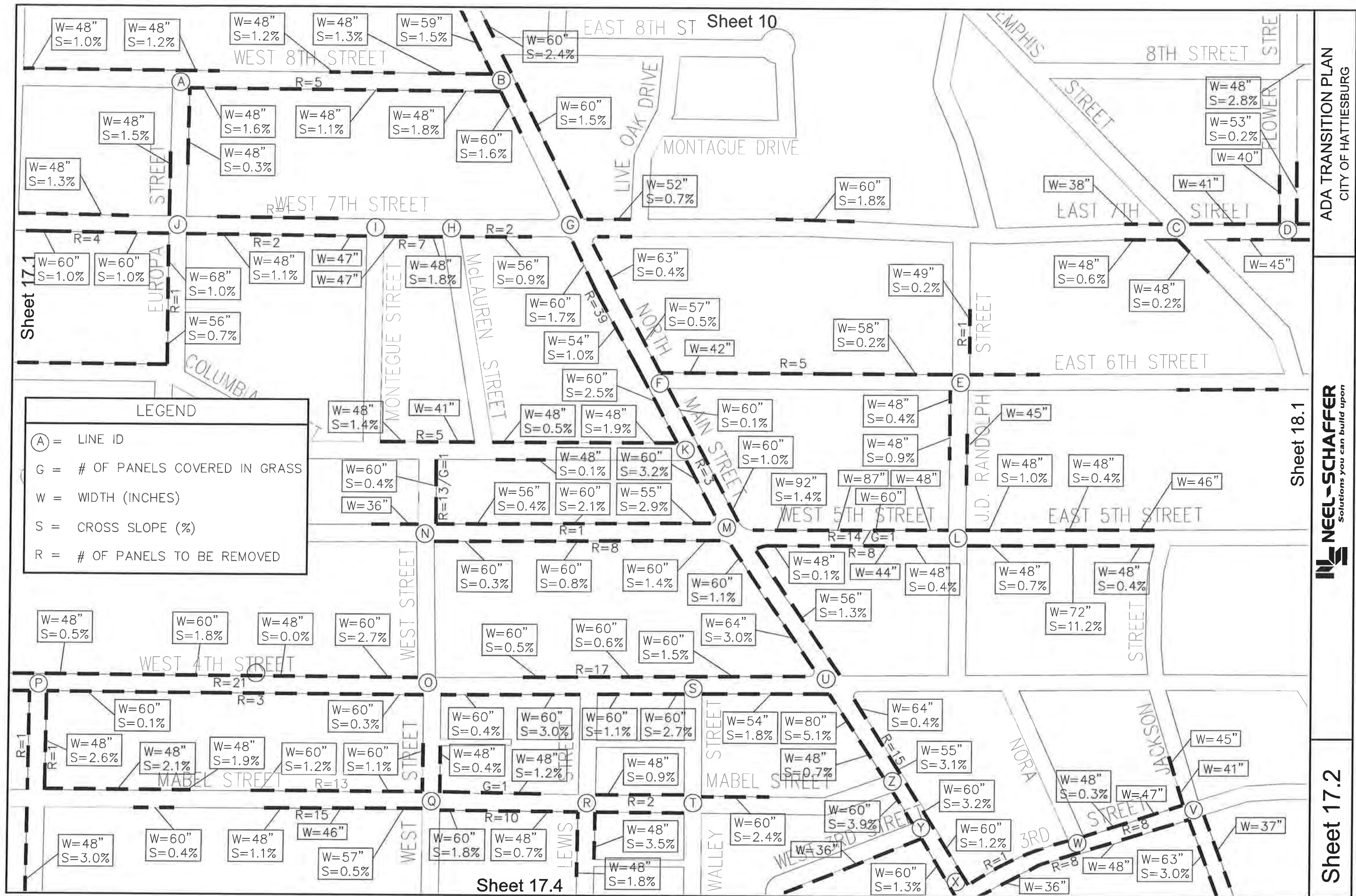
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R = # OF PANELS TO BE REMOVED



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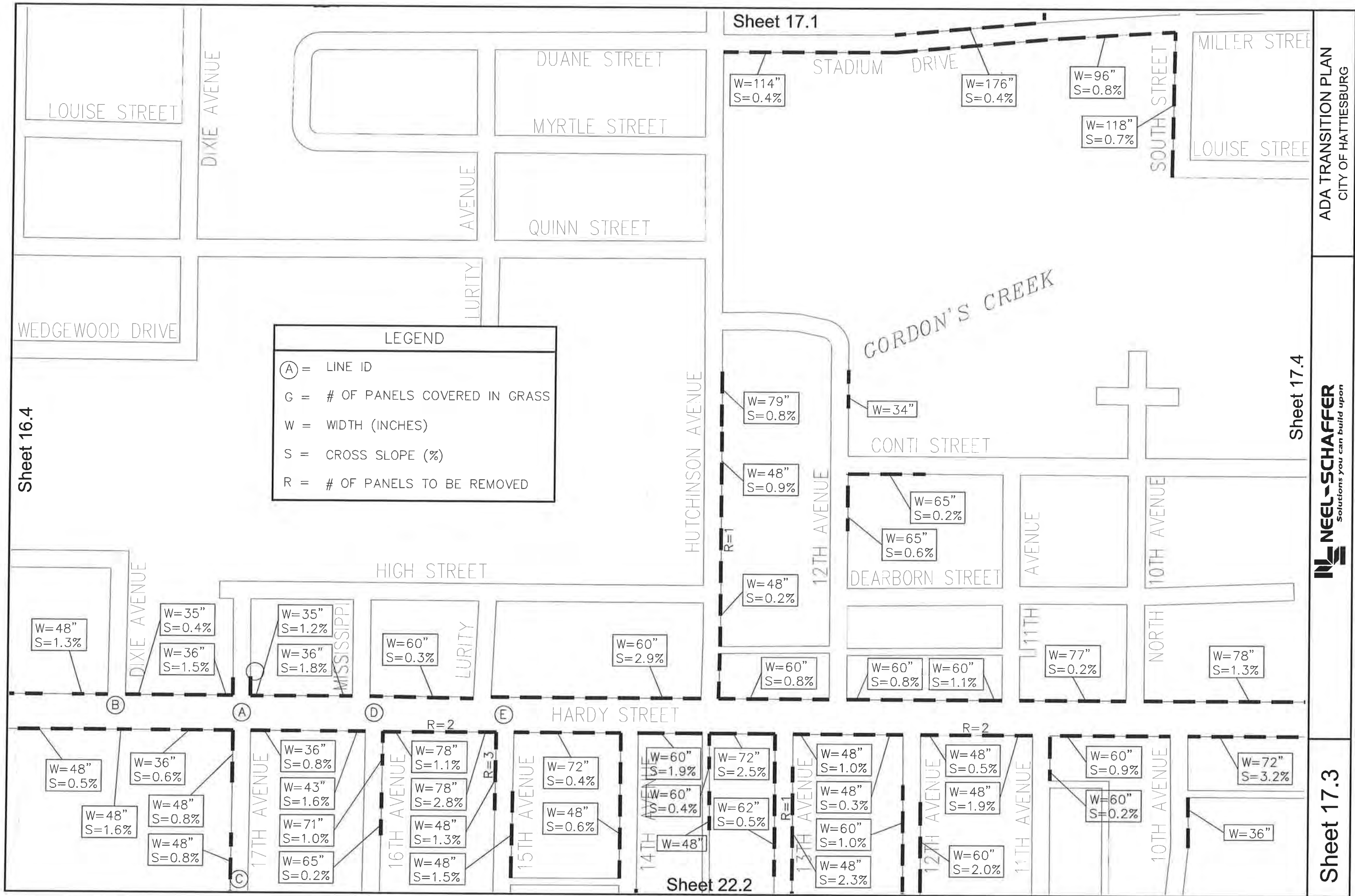
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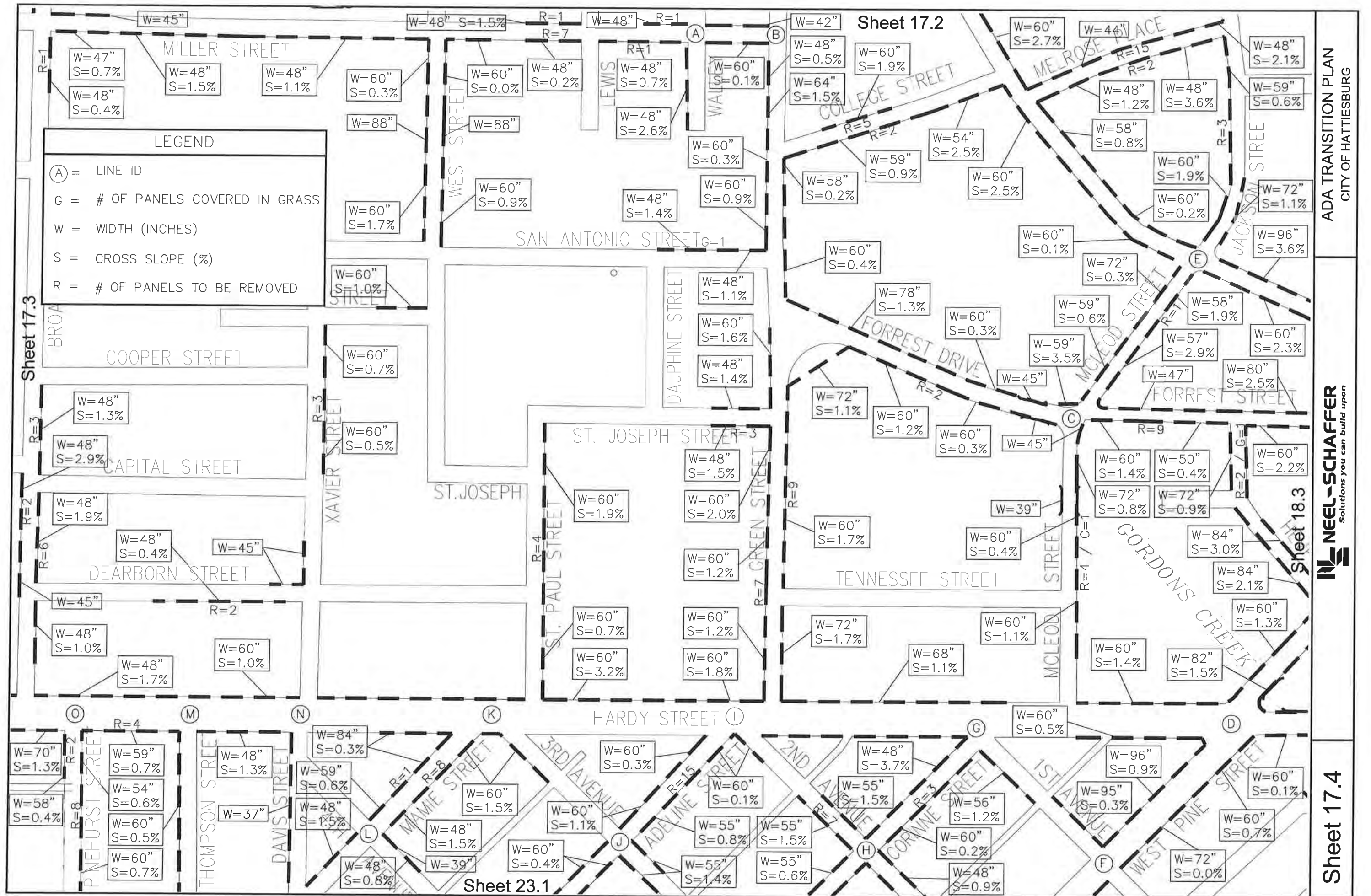
G = # OF PANELS COVERED IN GRASS

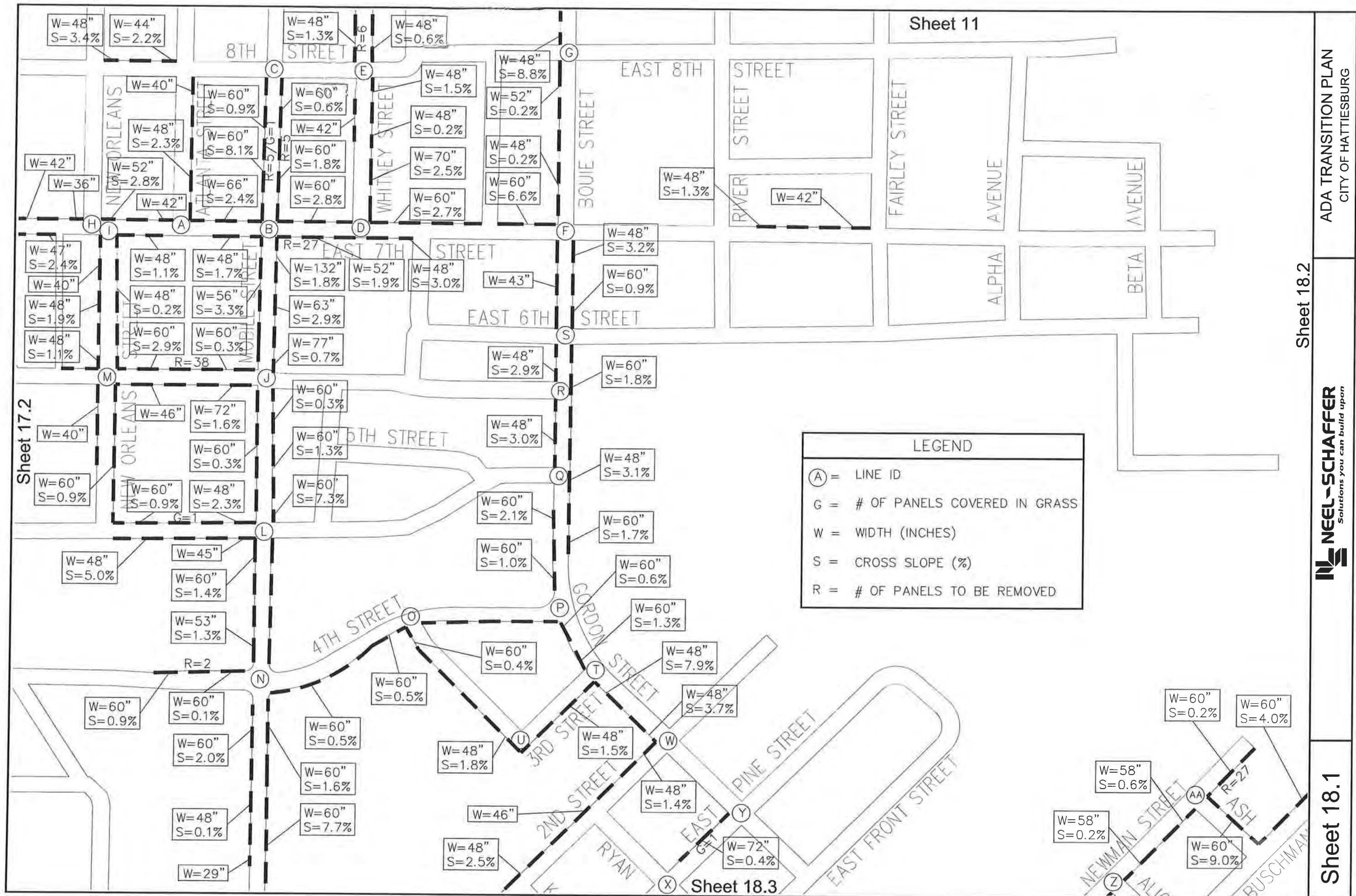
W = WIDTH (INCHES)

S = CROSS SLOPE (%)

R = # OF PANELS TO BE REMOVED



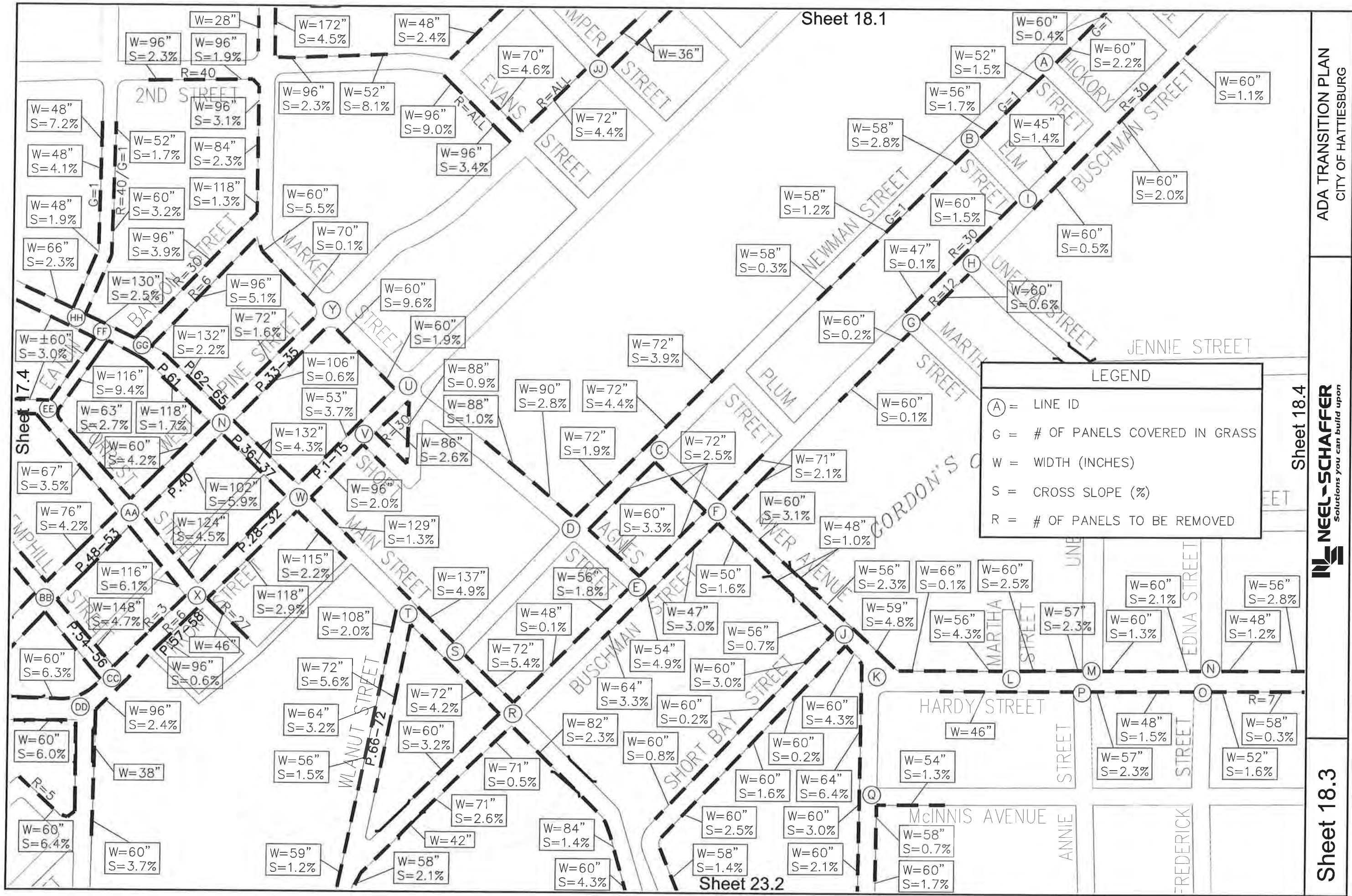




GORDON'S CREEK

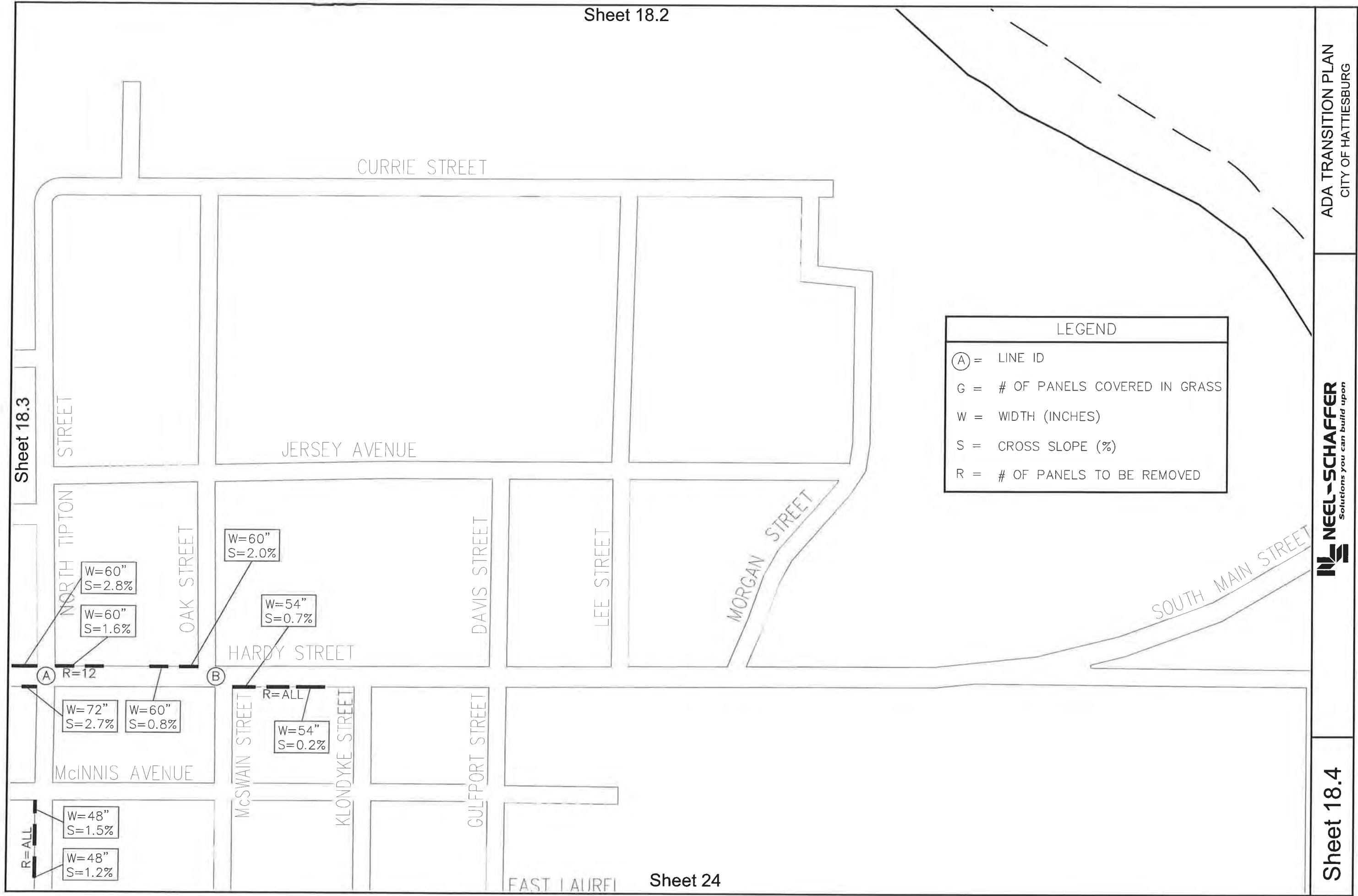
AN STREET

LEGEND	
Ⓐ	= LINE ID
G	= # OF PANELS COVERED IN GRASS
W	= WIDTH (INCHES)
S	= CROSS SLOPE (%)
R	= # OF PANELS TO BE REMOVED



LEGEND

- (A) = LINE ID
- G = # OF PANELS COVERED IN GRASS
- W = WIDTH (INCHES)
- S = CROSS SLOPE (%)
- R = # OF PANELS TO BE REMOVED



US HIGHWAY 98

SERENE BOULEVARD

WOODSTONE BOULEVARD

WOODSTONE DRIVE

HOMWOOD POINT

WOODSTONE RIDGE POINT

WOODSTONE DRIVE

WOODSTONE DRIVE

TALLULAH RIDGE

CITY LIMITS

MARKET COURT

MARKET WAY

OLD HIGHWAY 11

LIBERTY PLACE

PIONEER ROAD SOUTH

PIONEER ROAD EAST

LINCOLN ROAD

16TH SECTION ROAD

16TH SECTION ROAD

Sheet 20

Sheet 19

NEEL-SCHAFER
Solutions you can build upon

ADA TRANSITION PLAN
CITY OF HATTIESBURG

LEGEND

A

= LINE ID

G = # OF PANELS COVERED IN GRASS

W = WIDTH (INCHES)

S = CROSS SLOPE (%)

R = # OF PANELS TO BE REMOVED

CITY LIMITS

LEGEND

(A)

=

LINE ID

G

=

OF PANELS COVERED IN GRASS

W

=

WIDTH (INCHES)

S

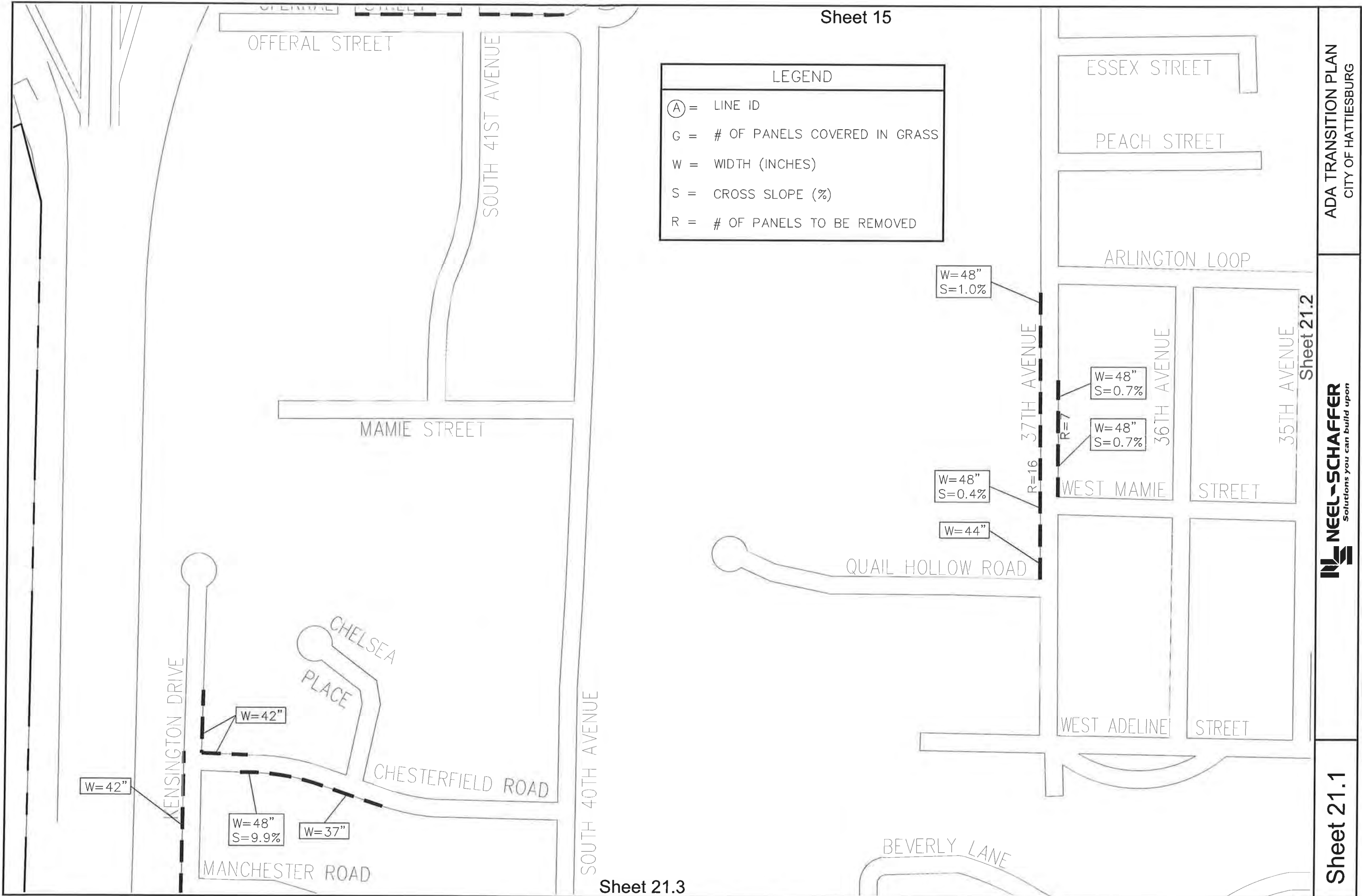
=

CROSS SLOPE (%)

R

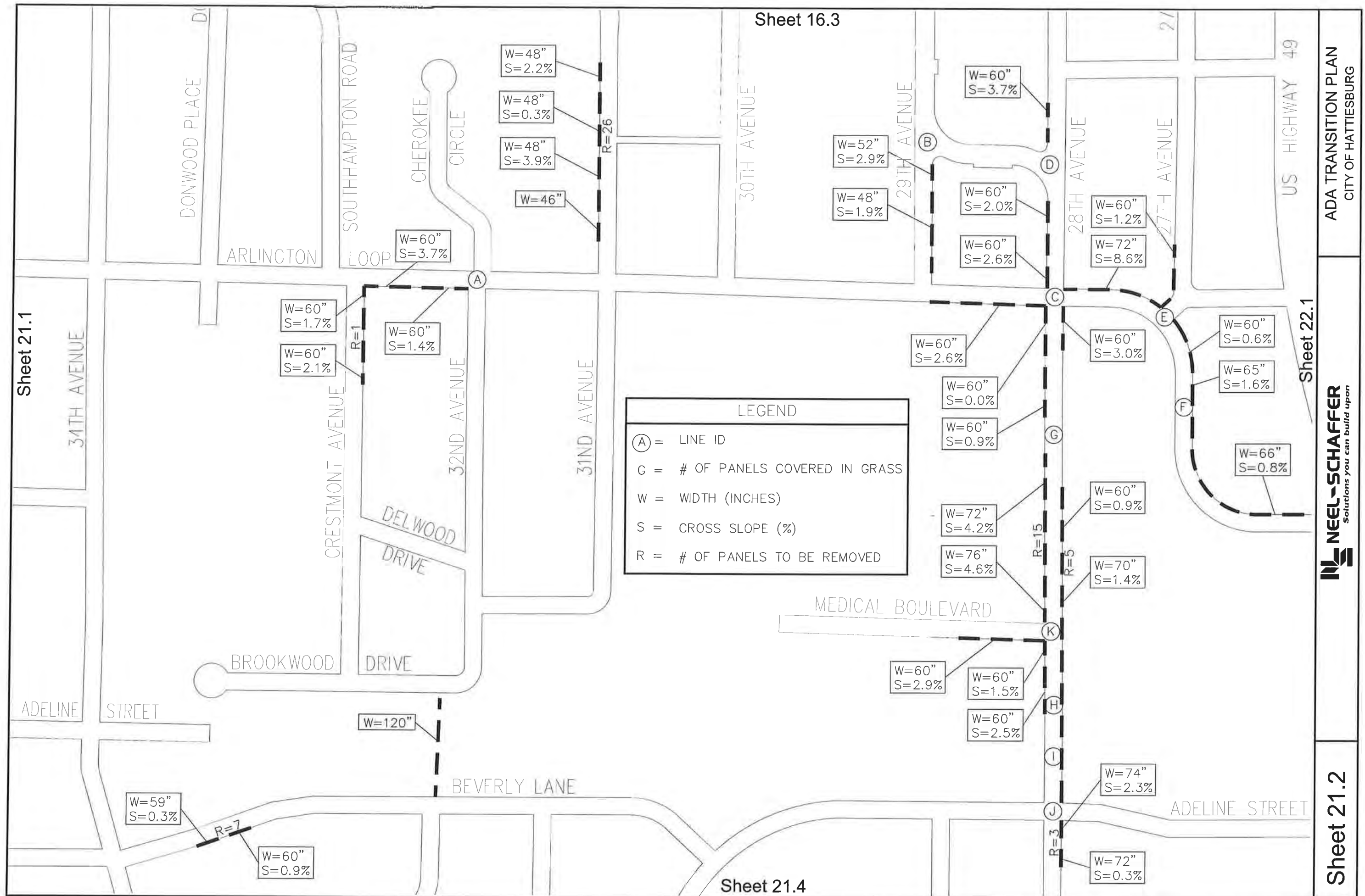
=

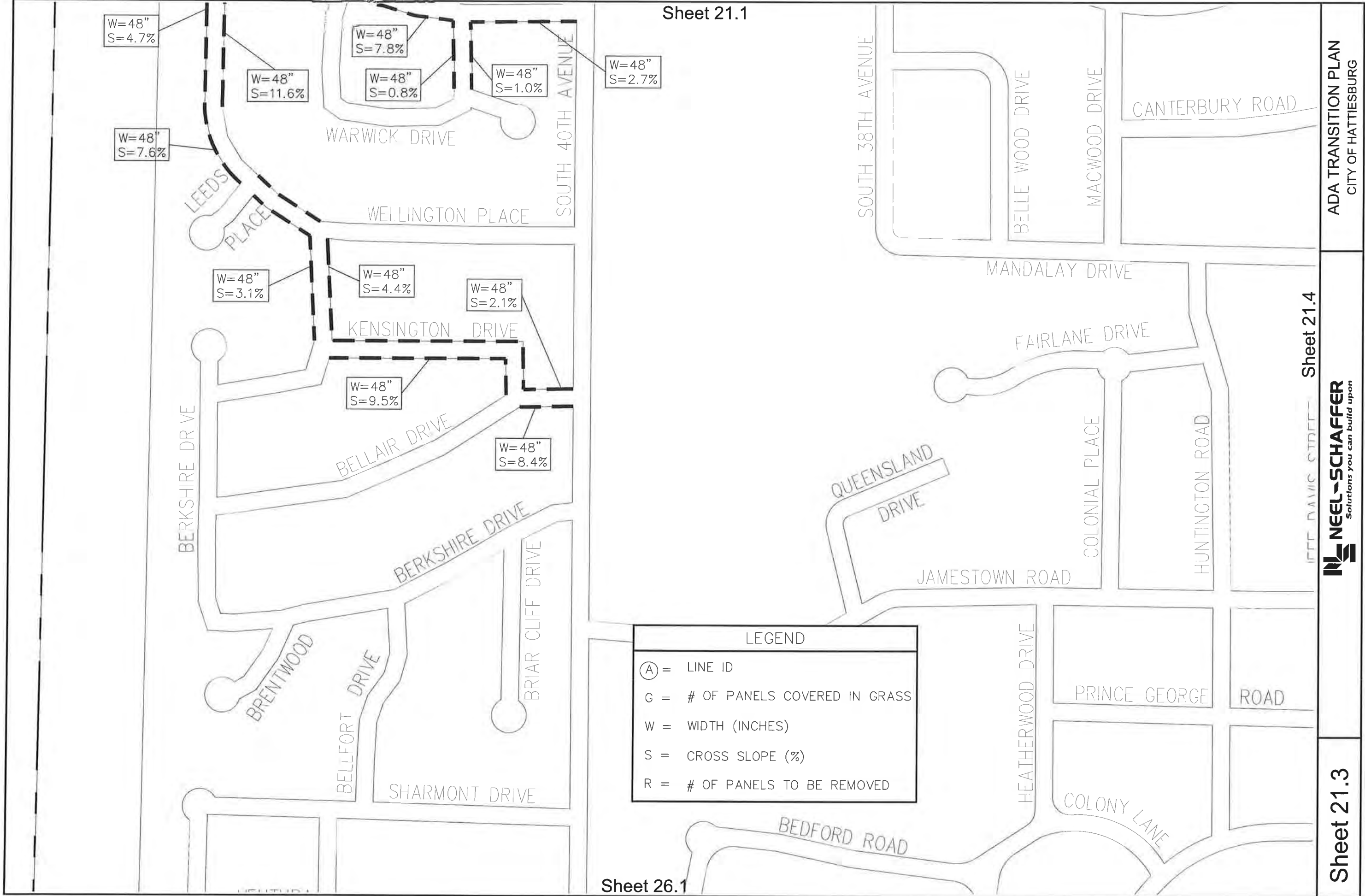
OF PANELS TO BE REMOVED



Sheet 15

LEGEND	
Ⓐ =	LINE ID
G =	# OF PANELS COVERED IN GRASS
W =	WIDTH (INCHES)
S =	CROSS SLOPE (%)
R =	# OF PANELS TO BE REMOVED





Sheet 21.1

Sheet 26.1

Sheet 21.4

Sheet 21.3

ADA TRANSITION PLAN
CITY OF HATTIESBURG

NEEL-SCHAFER
Solutions you can build upon

LEGEND

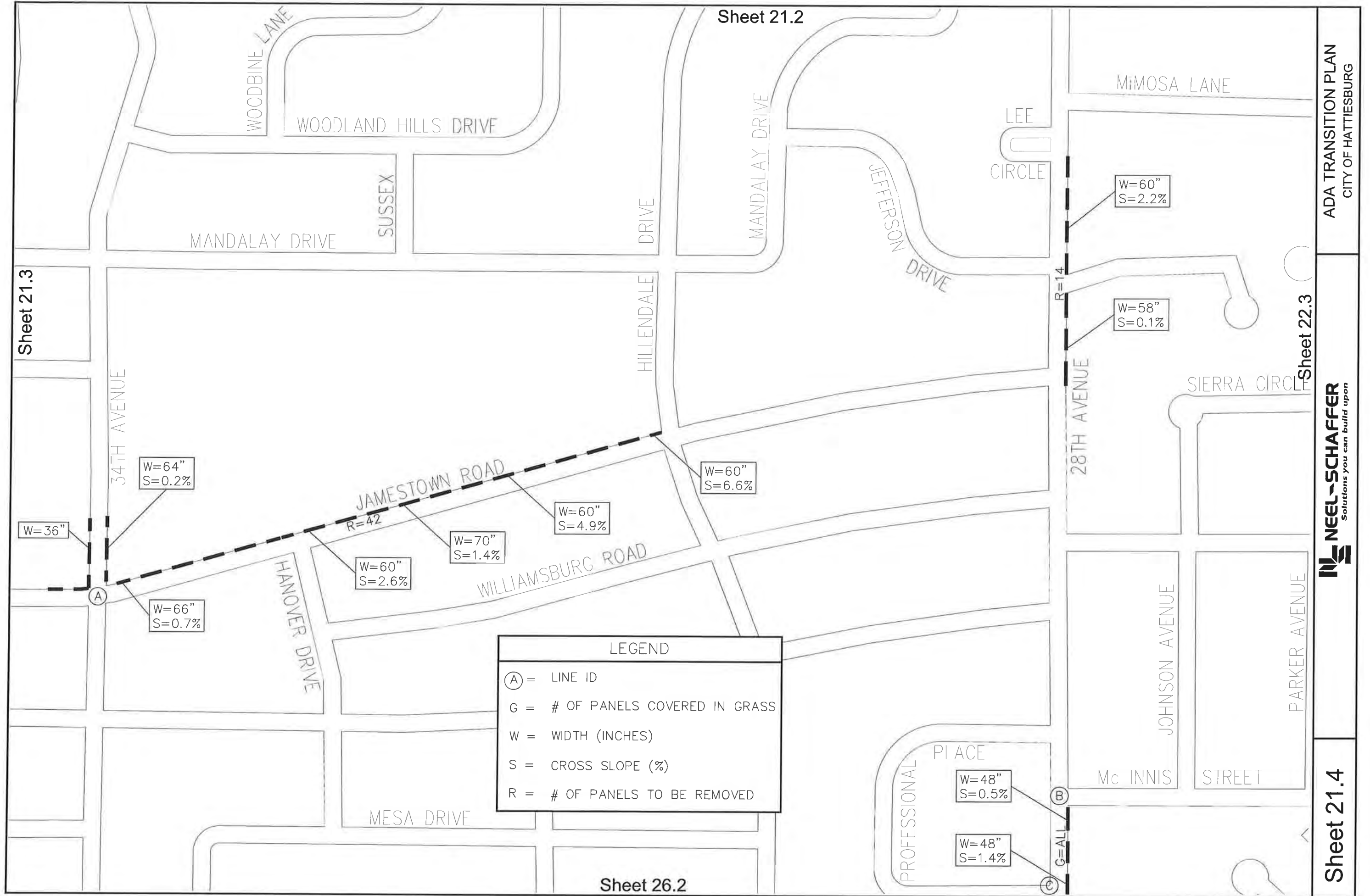
(A) = LINE ID

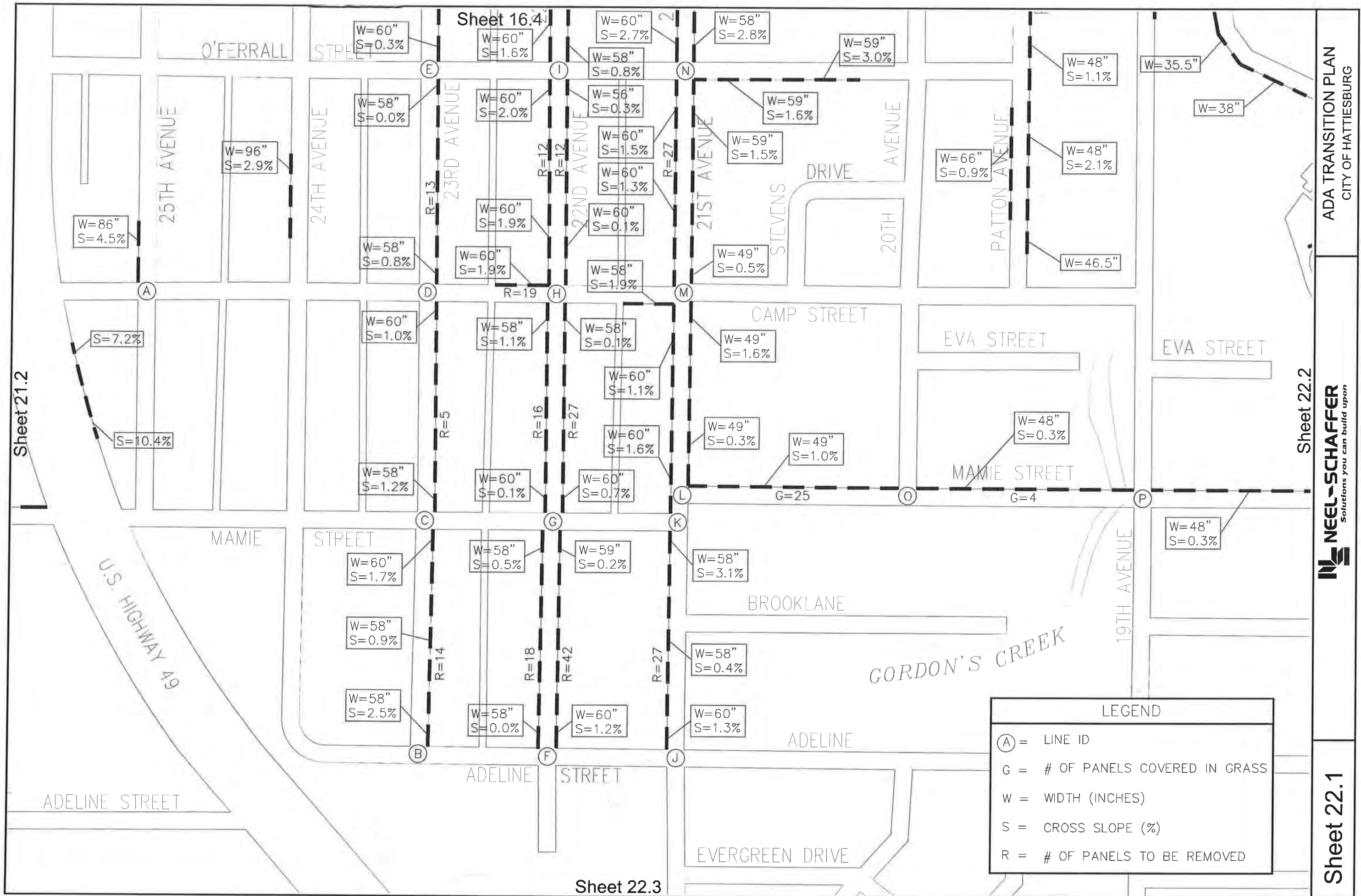
G = # OF PANELS COVERED IN GRASS

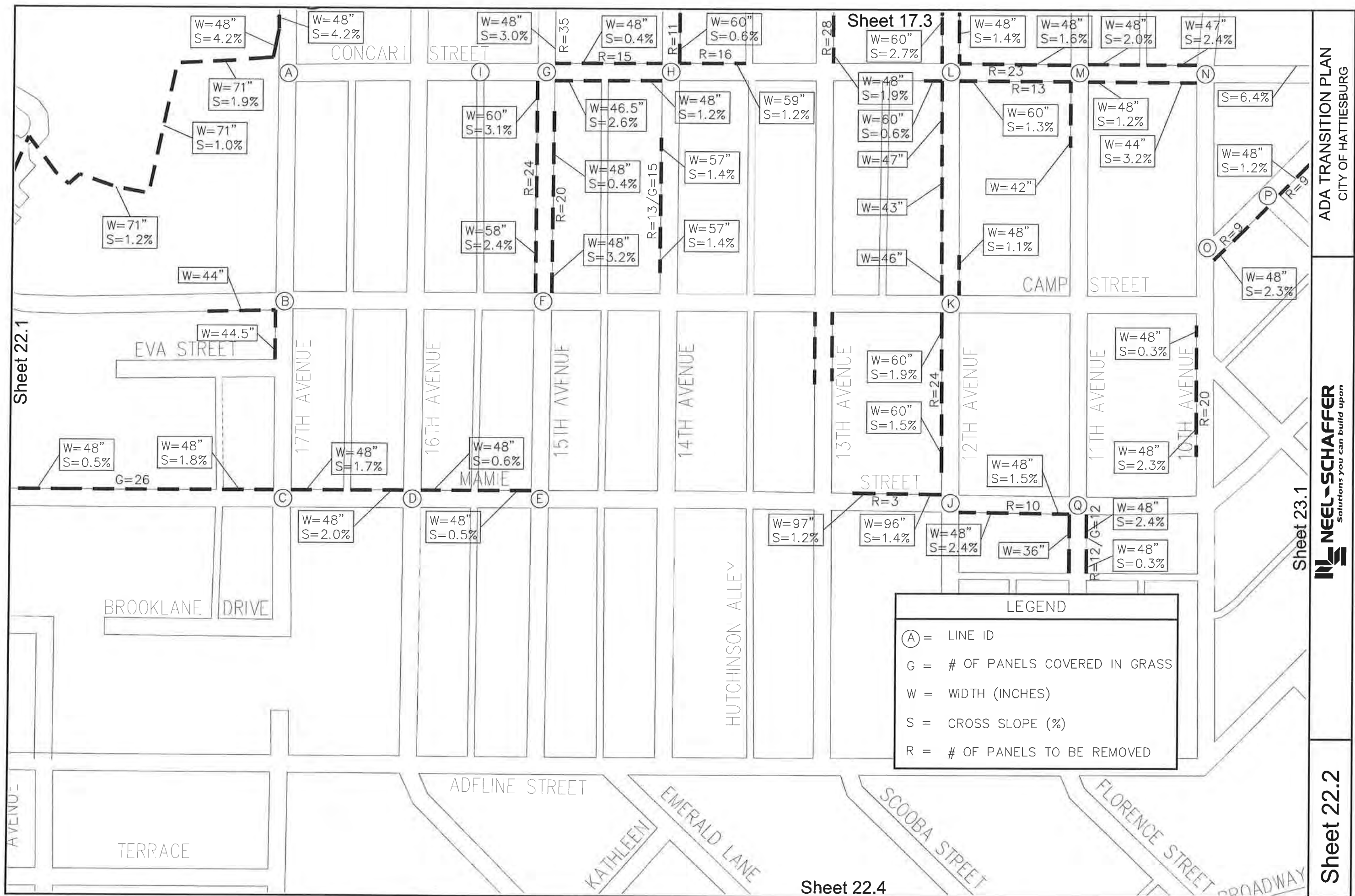
W = WIDTH (INCHES)

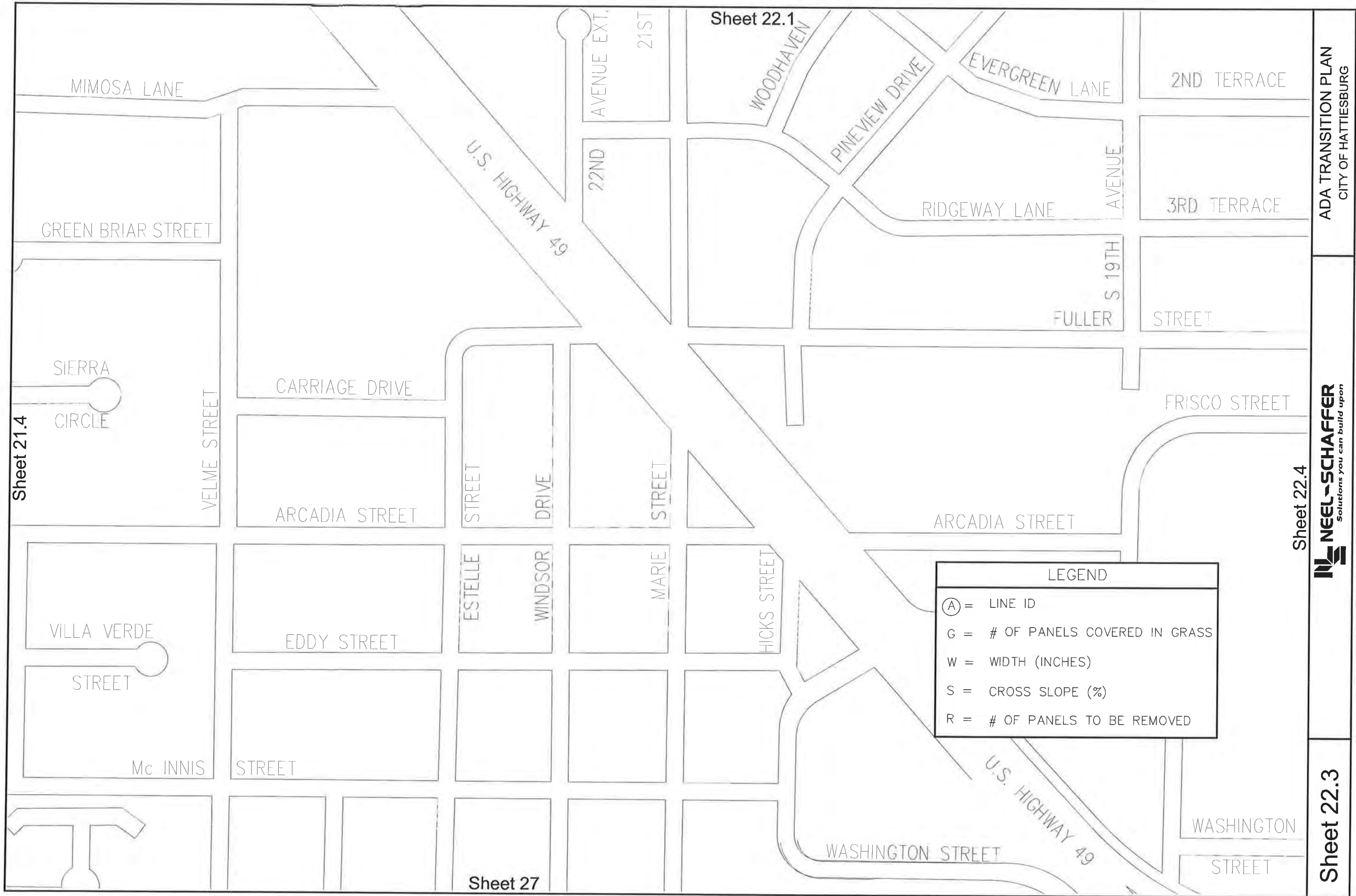
S = CROSS SLOPE (%)

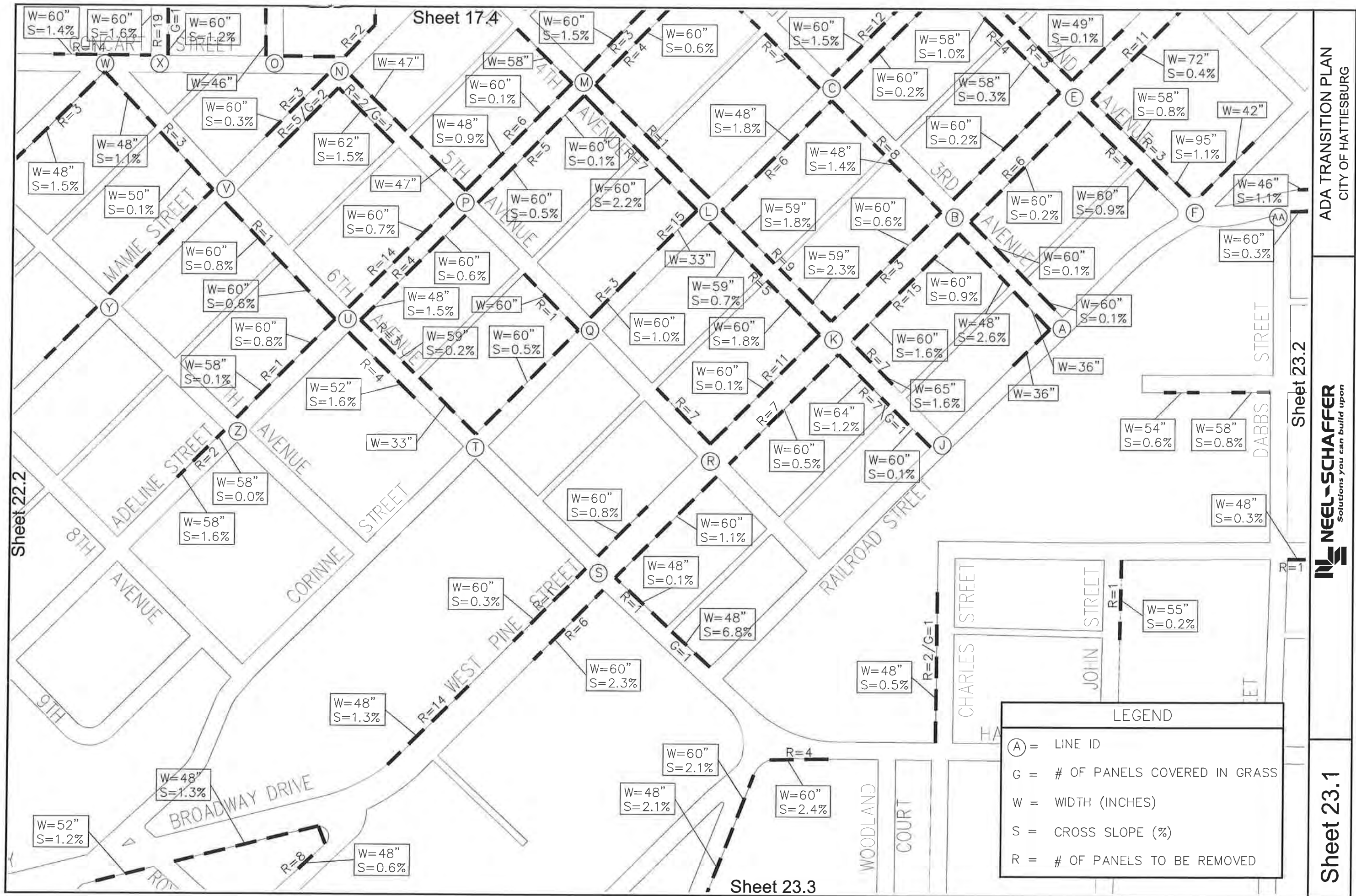
R = # OF PANELS TO BE REMOVED







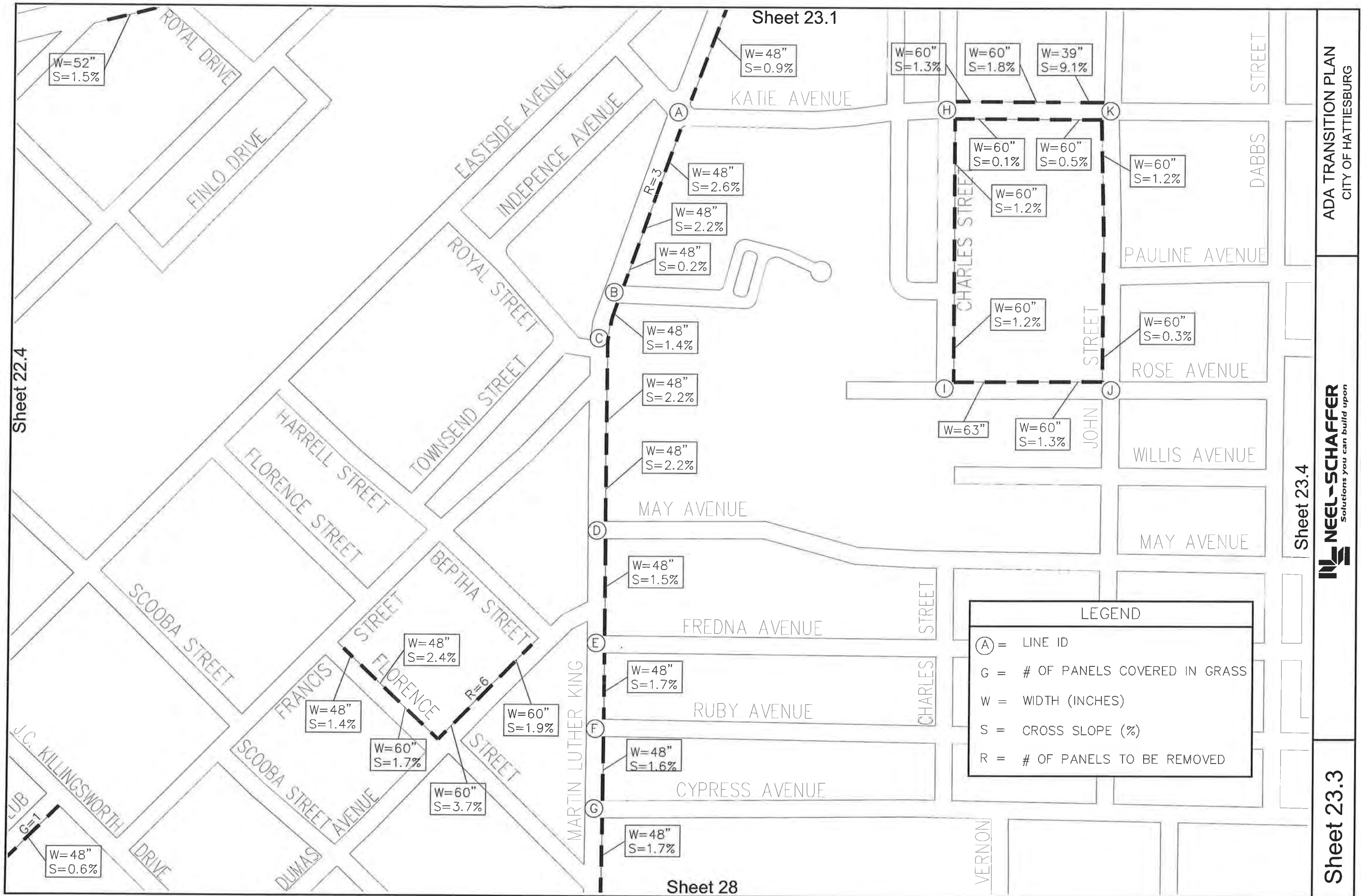


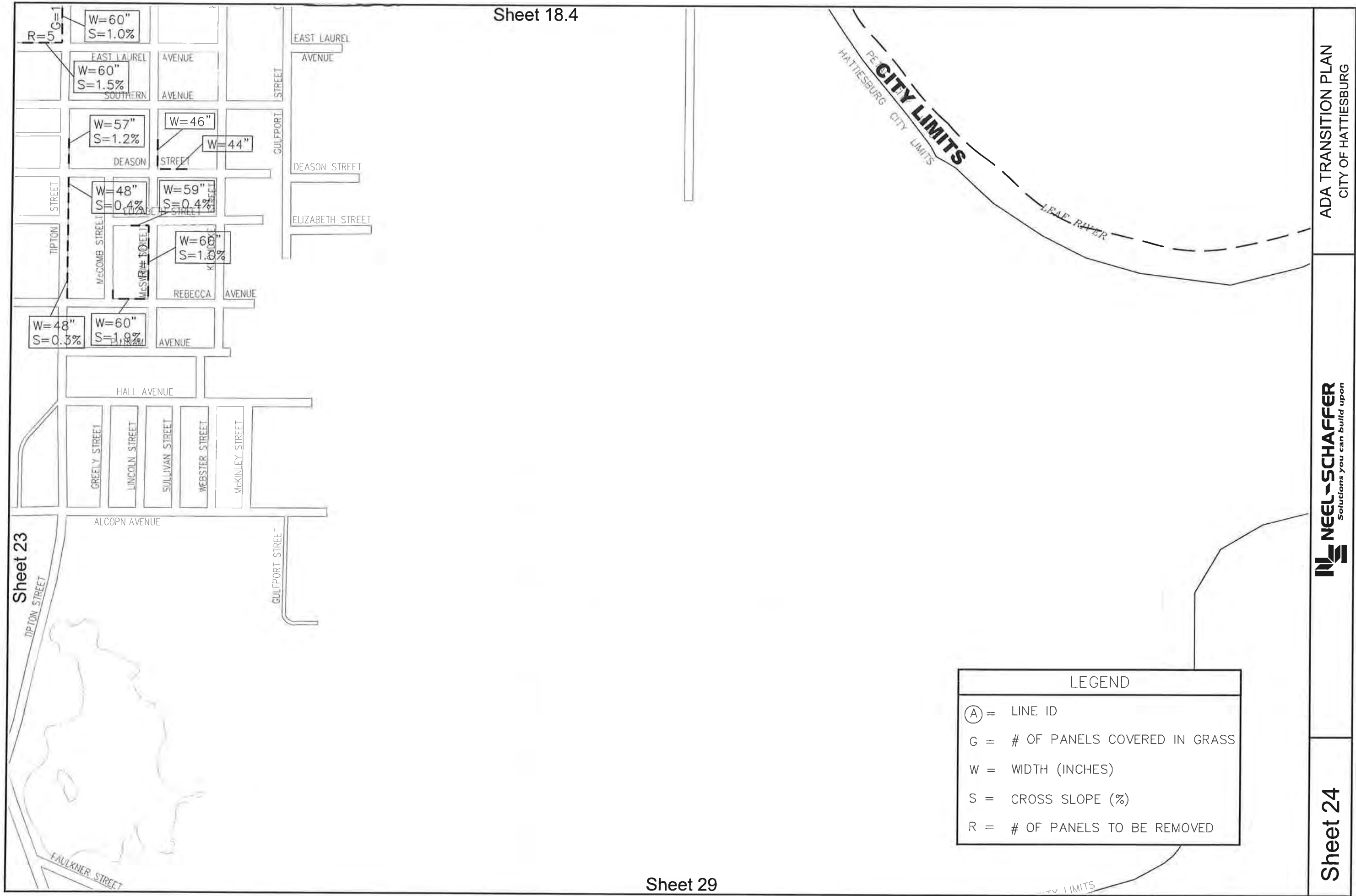


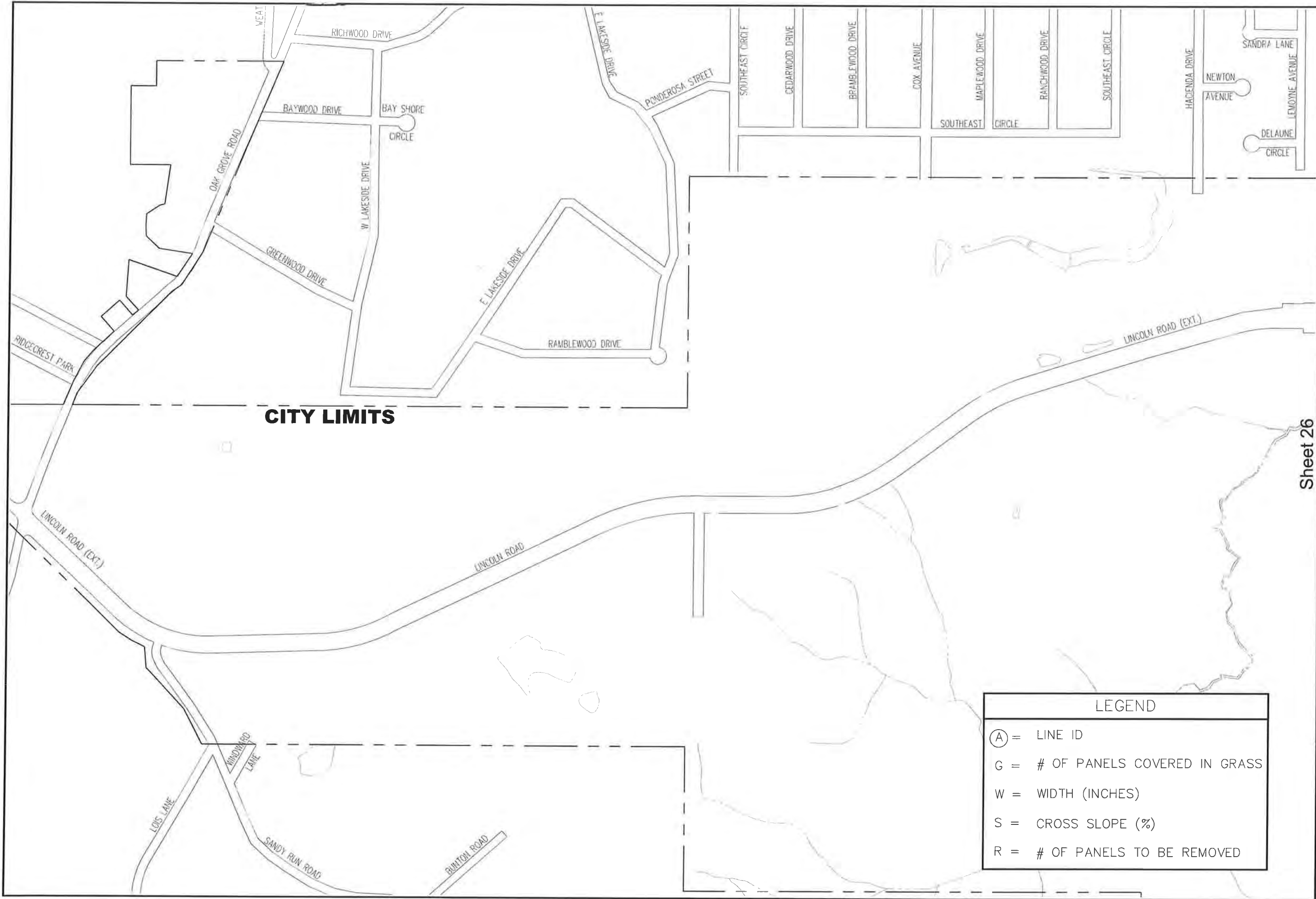
LEGEND

- (A) = LINE ID
- G = # OF PANELS COVERED IN GRASS
- W = WIDTH (INCHES)
- S = CROSS SLOPE (%)
- R = # OF PANELS TO BE REMOVED









CITY LIMITS

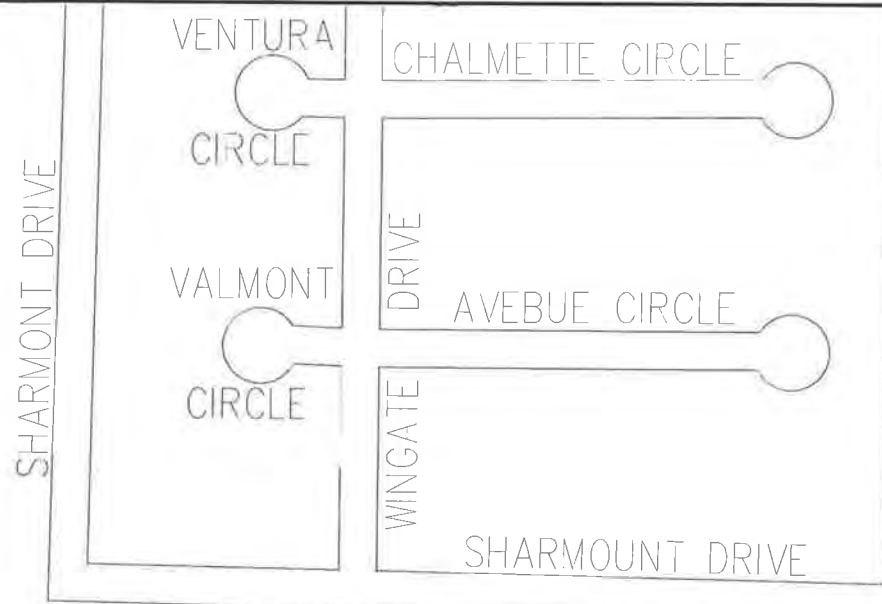
LEGEND	
(A) =	LINE ID
G =	# OF PANELS COVERED IN GRASS
W =	WIDTH (INCHES)
S =	CROSS SLOPE (%)
R =	# OF PANELS TO BE REMOVED

Sheet 26

Sheet 25

INTERSTATE NO. 59

LEGEND	
Ⓐ =	LINE ID
G =	# OF PANELS COVERED IN GRASS
W =	WIDTH (INCHES)
S =	CROSS SLOPE (%)
R =	# OF PANELS TO BE REMOVED



SOUTH 40TH AVENUE

LINCOLN ROAD

W=60"
S=0.8%

W=60"
S=1.2%

40TH PLACE

Sheet 26.3

Sheet 21.3

WILDWOOD TRACE

COMANCHE PLACE
DRIVE

GREENWOOD

REGENCY DRIVE

TILTREE ROAD

Sheet 26.2

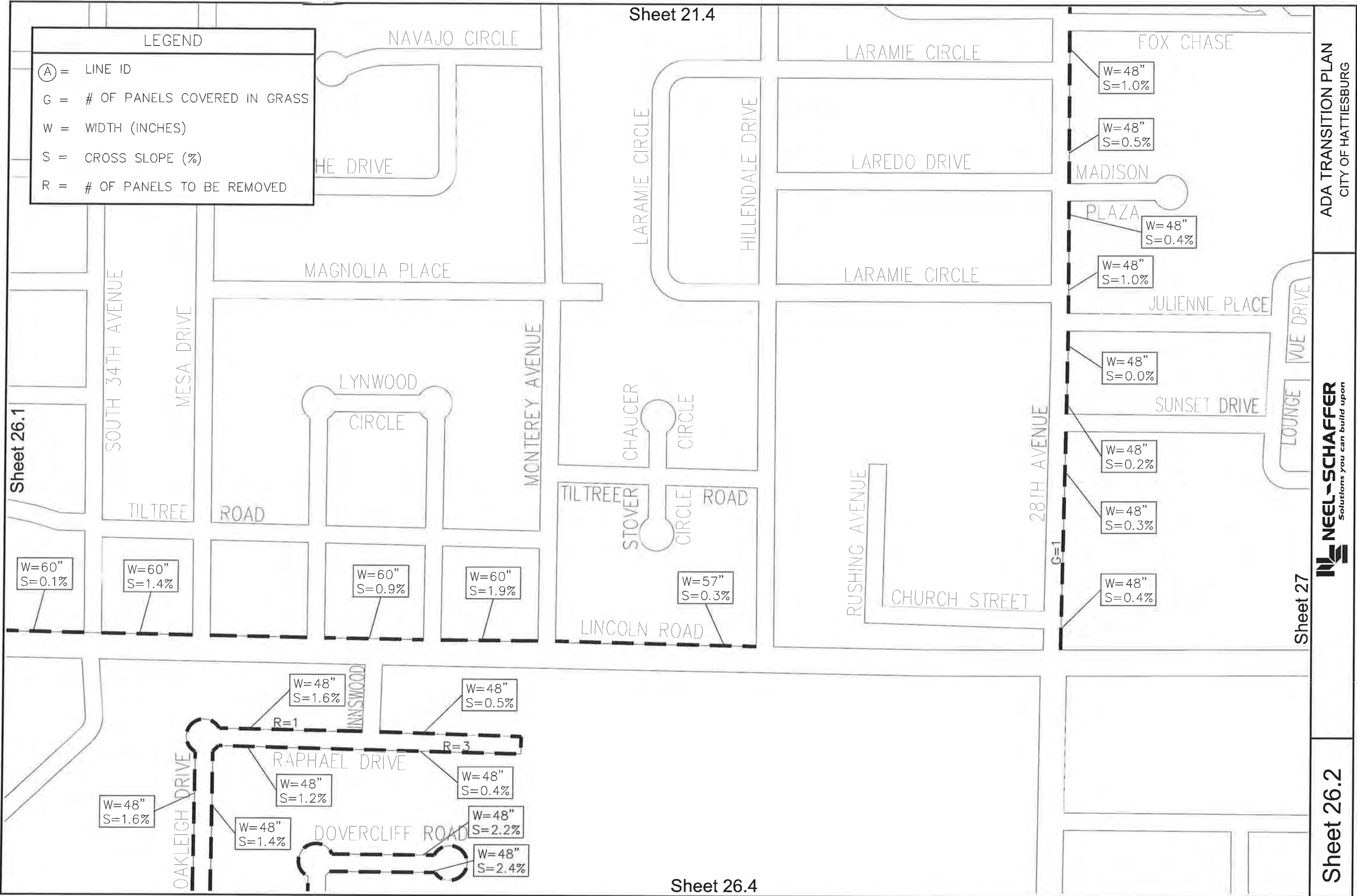
Sheet 26.1

NEEL-SCHAFFER
Solutions you can build upon

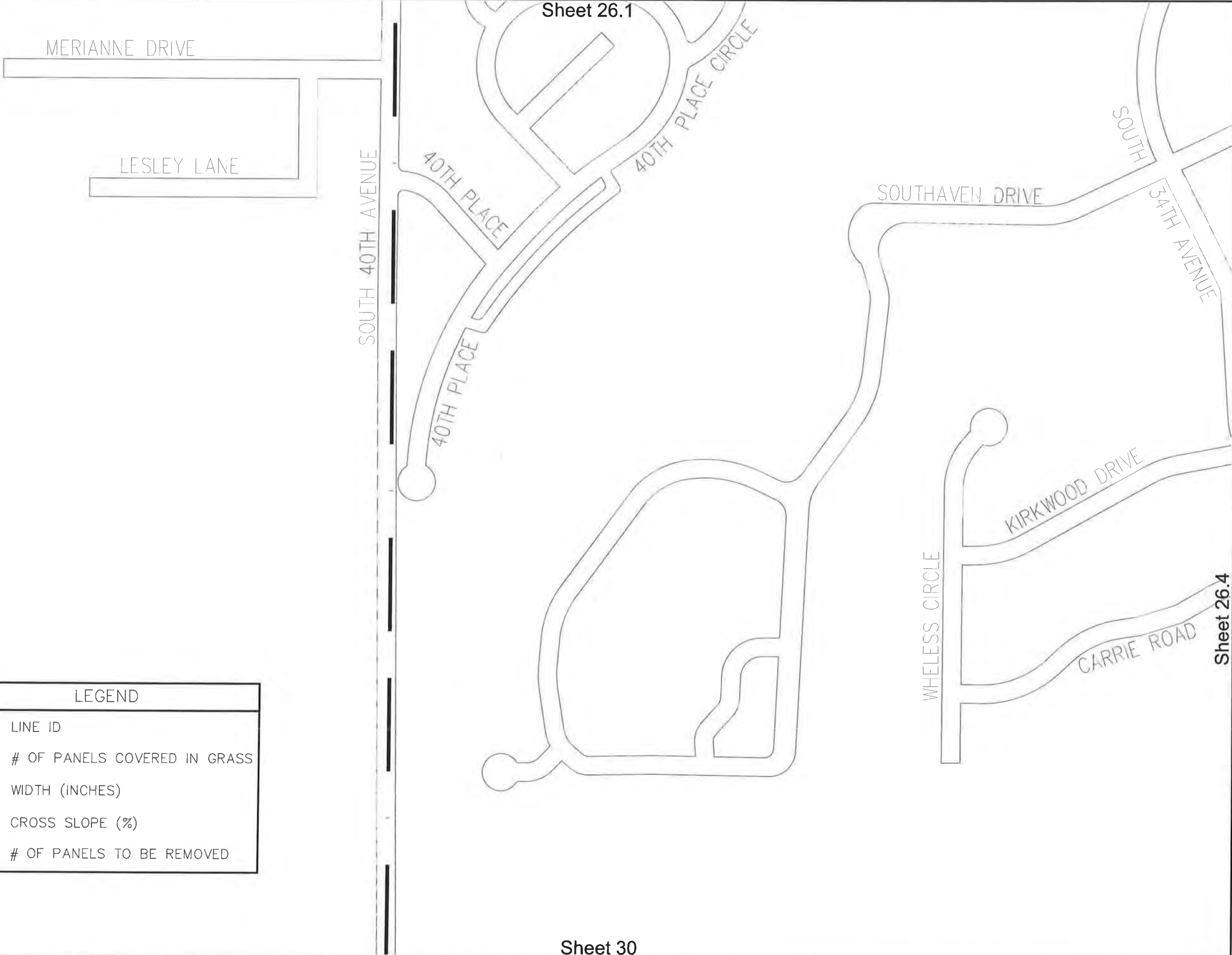
ADA TRANSITION PLAN
CITY OF HATTIESBURG

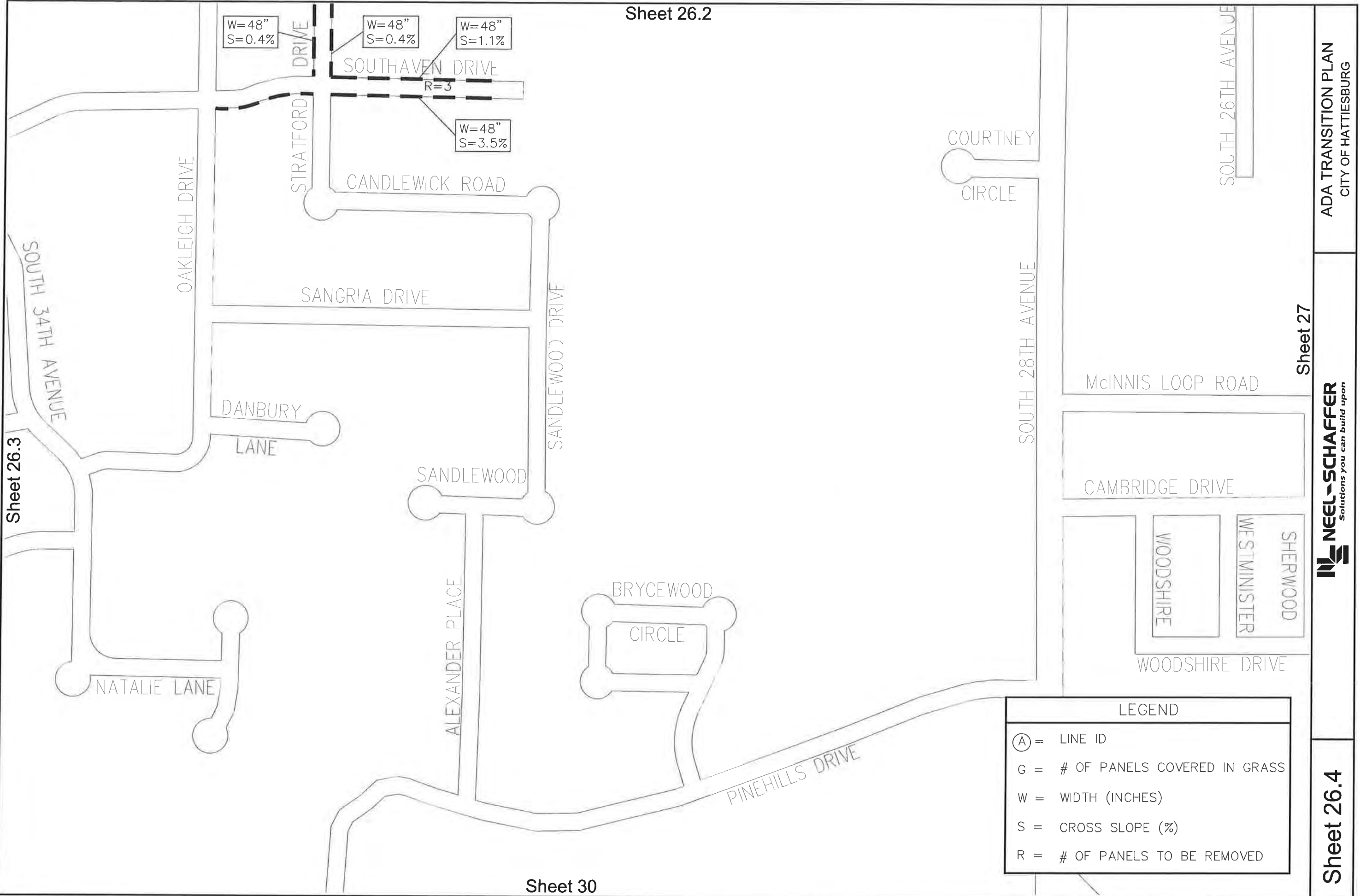
LEGEND

- Ⓐ = LINE ID
- G = # OF PANELS COVERED IN GRASS
- W = WIDTH (INCHES)
- S = CROSS SLOPE (%)
- R = # OF PANELS TO BE REMOVED



LEGEND	
Ⓐ =	LINE ID
G =	# OF PANELS COVERED IN GRASS
W =	WIDTH (INCHES)
S =	CROSS SLOPE (%)
R =	# OF PANELS TO BE REMOVED





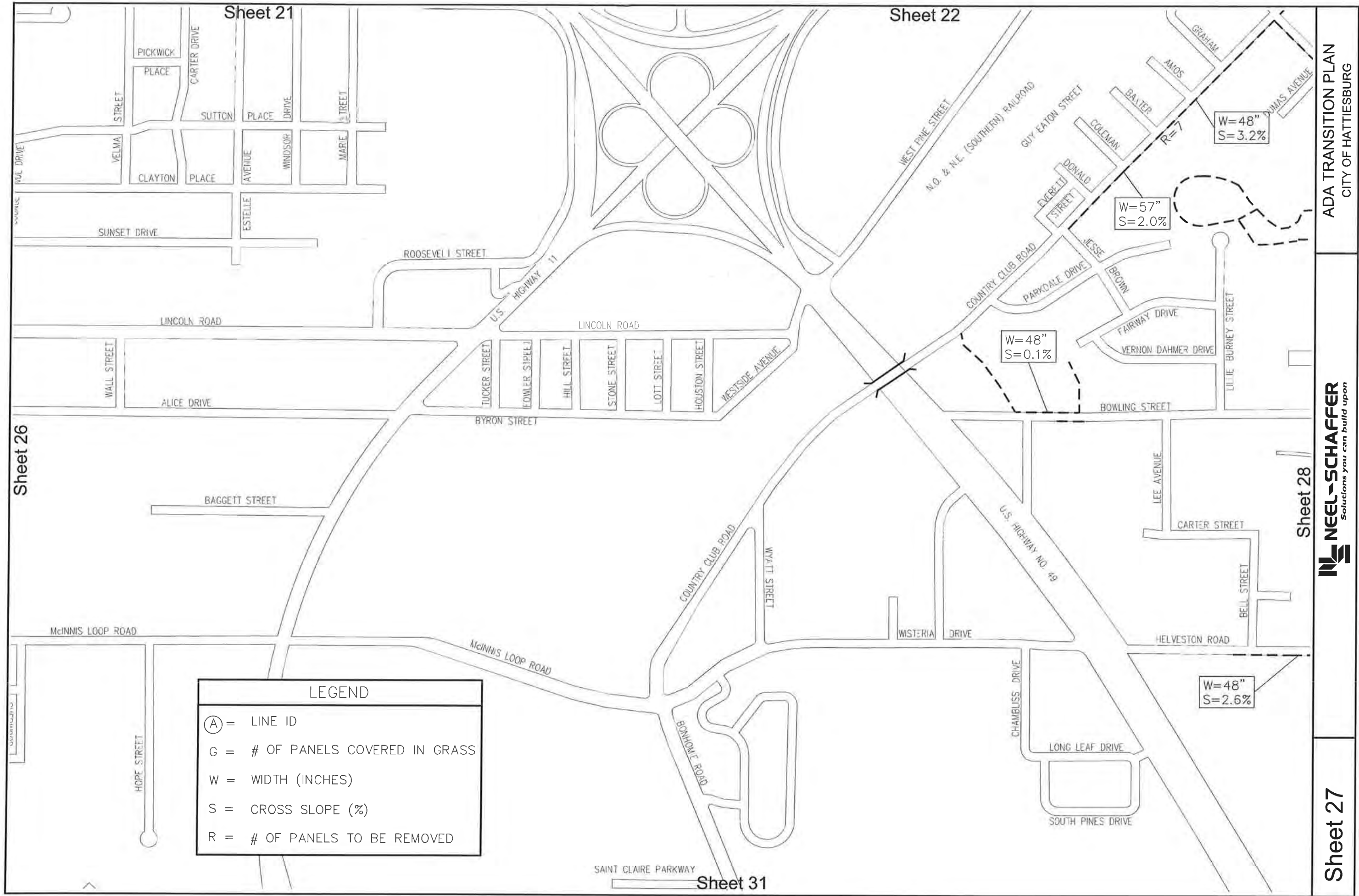
W=48"
S=0.4%

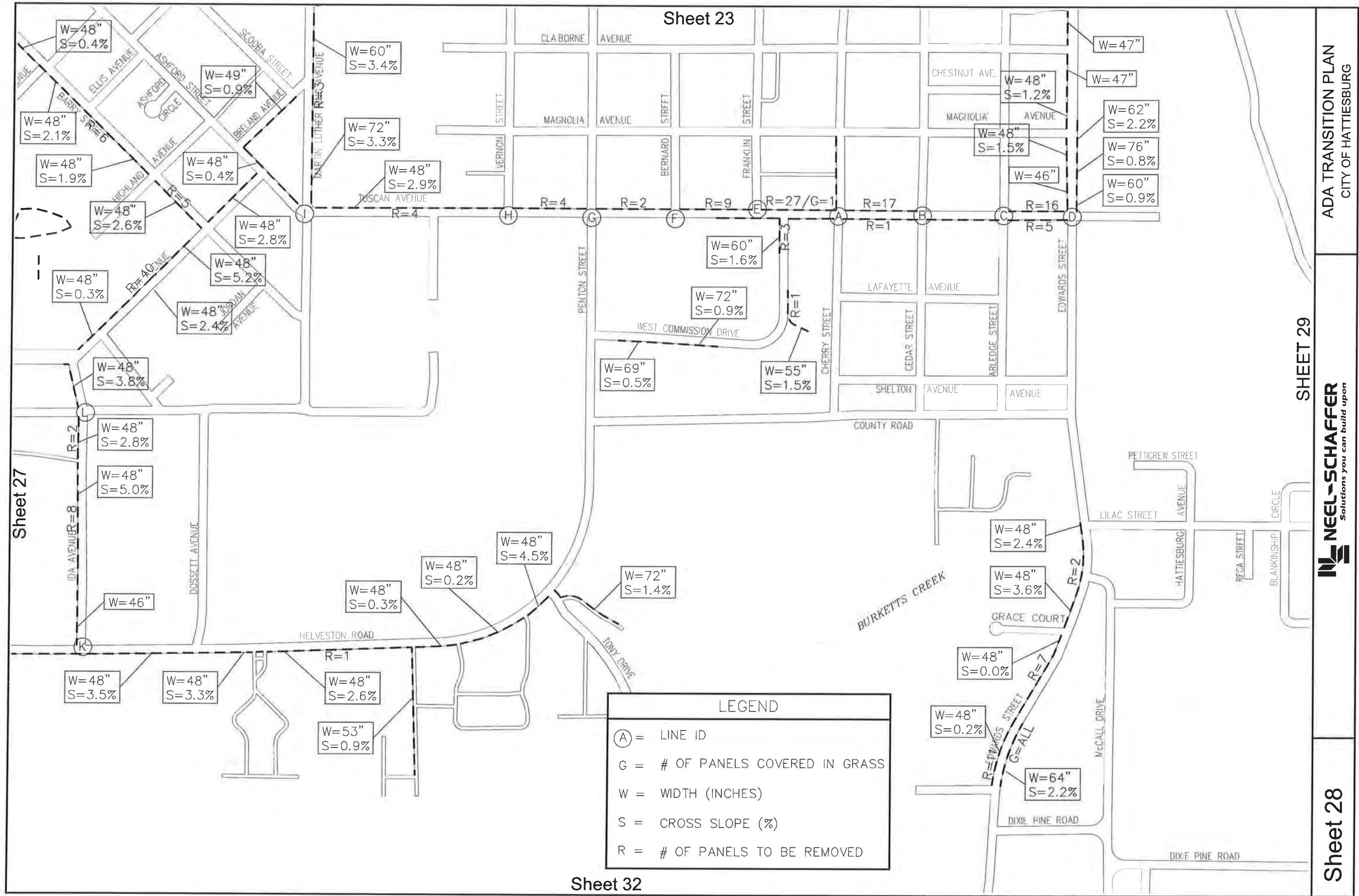
W=48"
S=0.4%

W=48"
S=1.1%

W=48"
S=3.5%

R=3





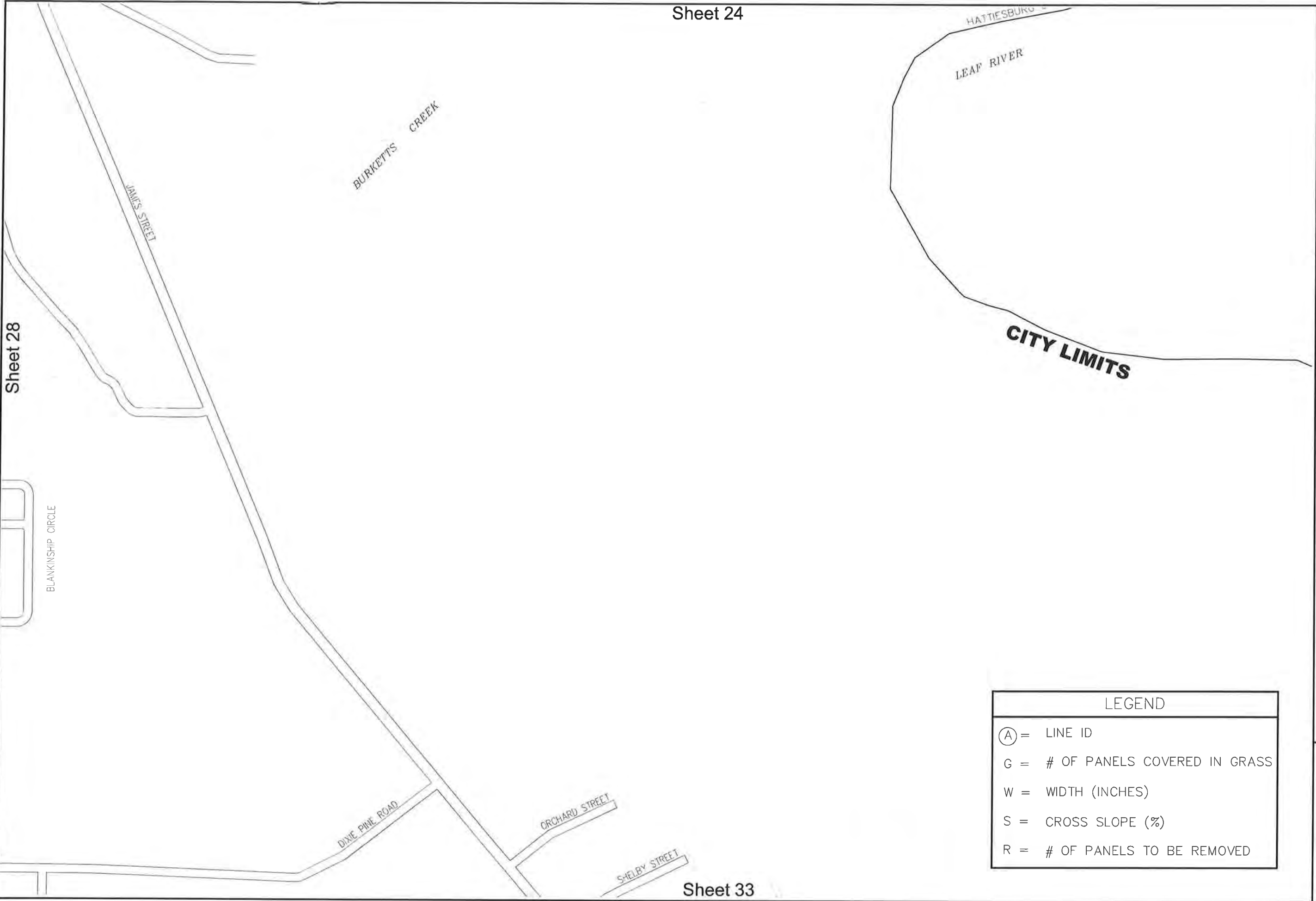
Sheet 32

ADA TRANSITION PLAN
CITY OF HATTIESBURG

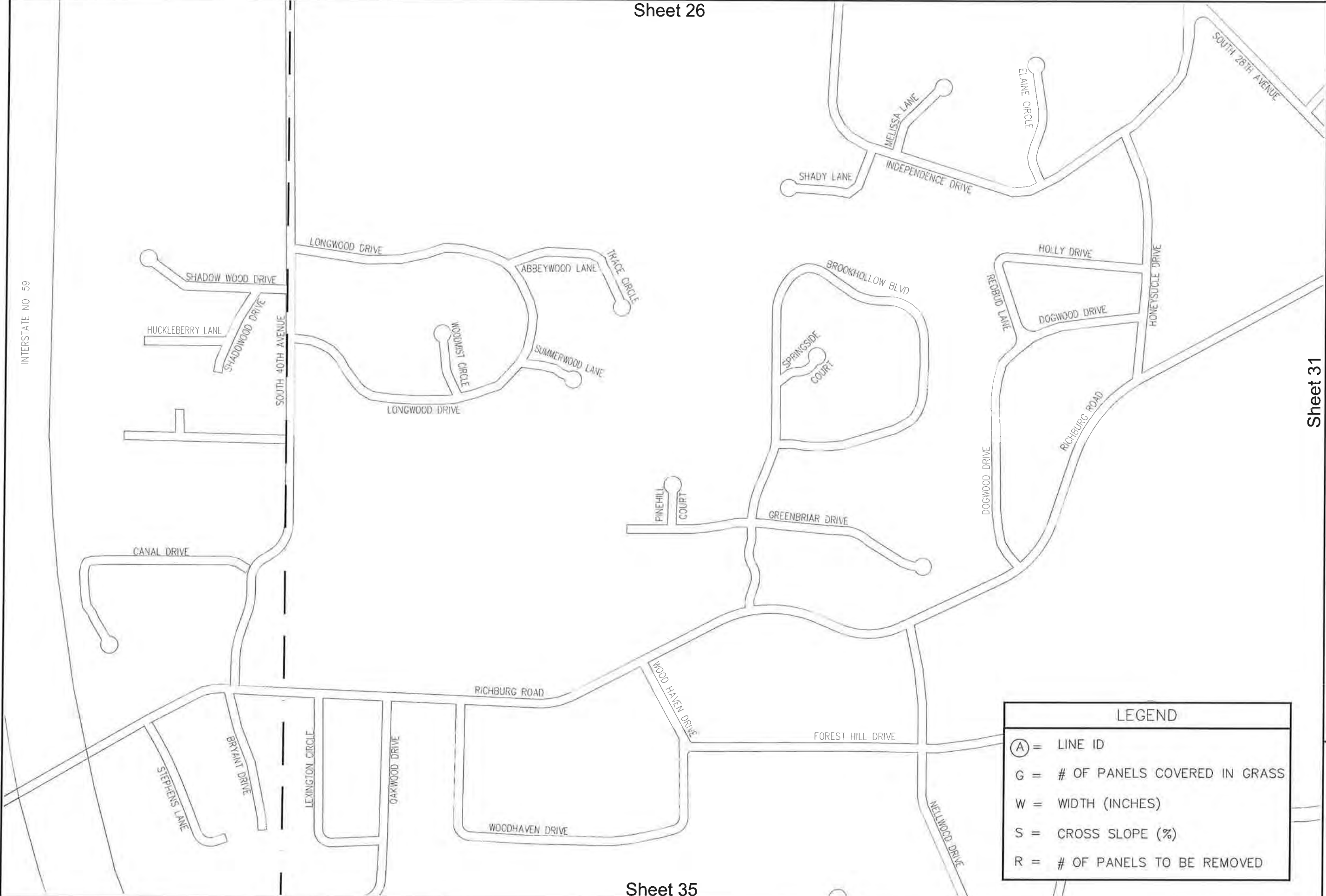
SHEET 29

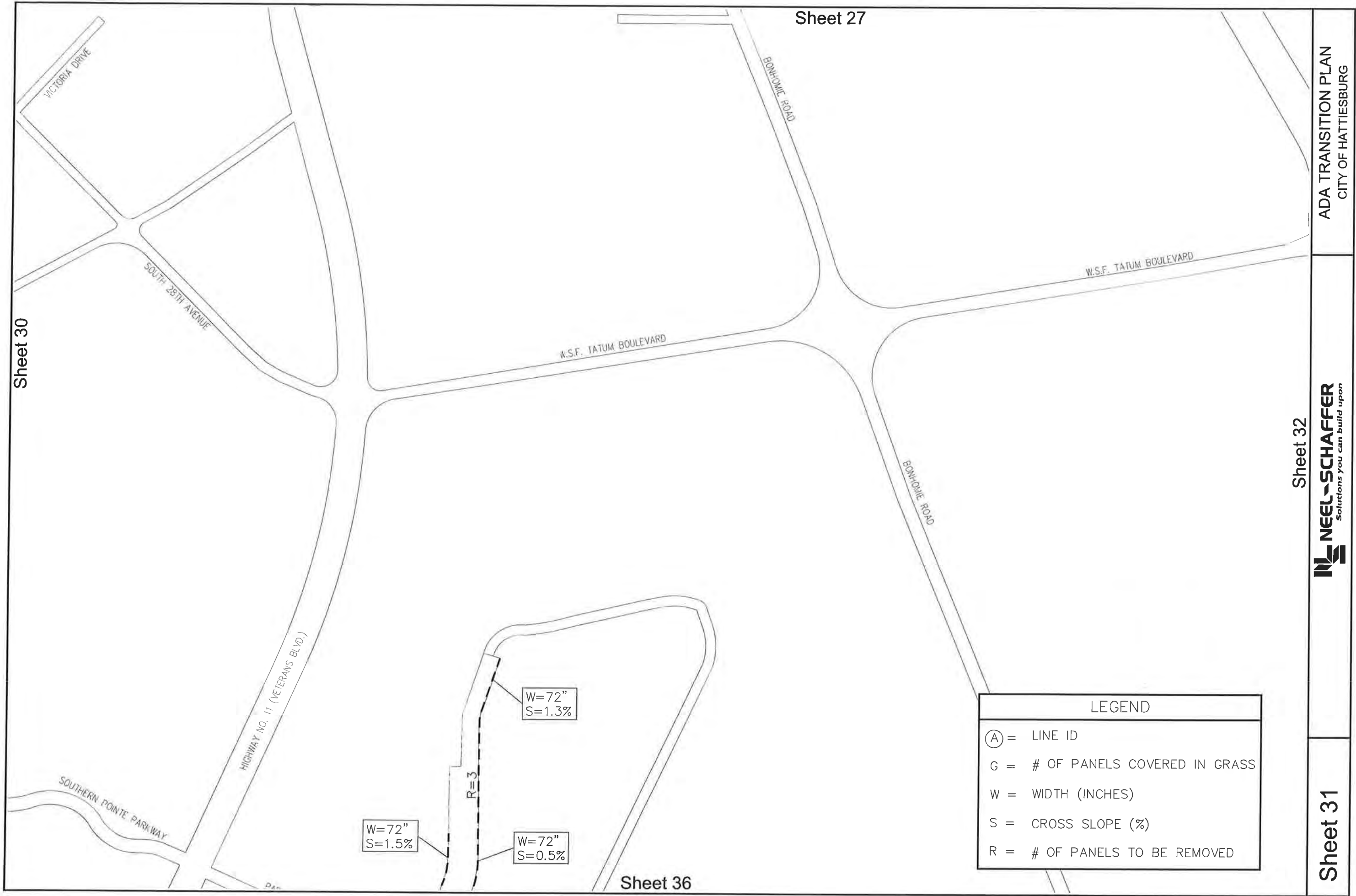
NEEL-SCHAFFER
Solutions you can build upon

Sheet 28



LEGEND	
(A)	= LINE ID
G	= # OF PANELS COVERED IN GRASS
W	= WIDTH (INCHES)
S	= CROSS SLOPE (%)
R	= # OF PANELS TO BE REMOVED





Sheet 27

ADA TRANSITION PLAN
CITY OF HATTIESBURG

NEEL-SCHAFFER
Solutions you can build upon

Sheet 31

Sheet 32

Sheet 36

Sheet 30

Sheet 31

Sheet 28

Sheet 33

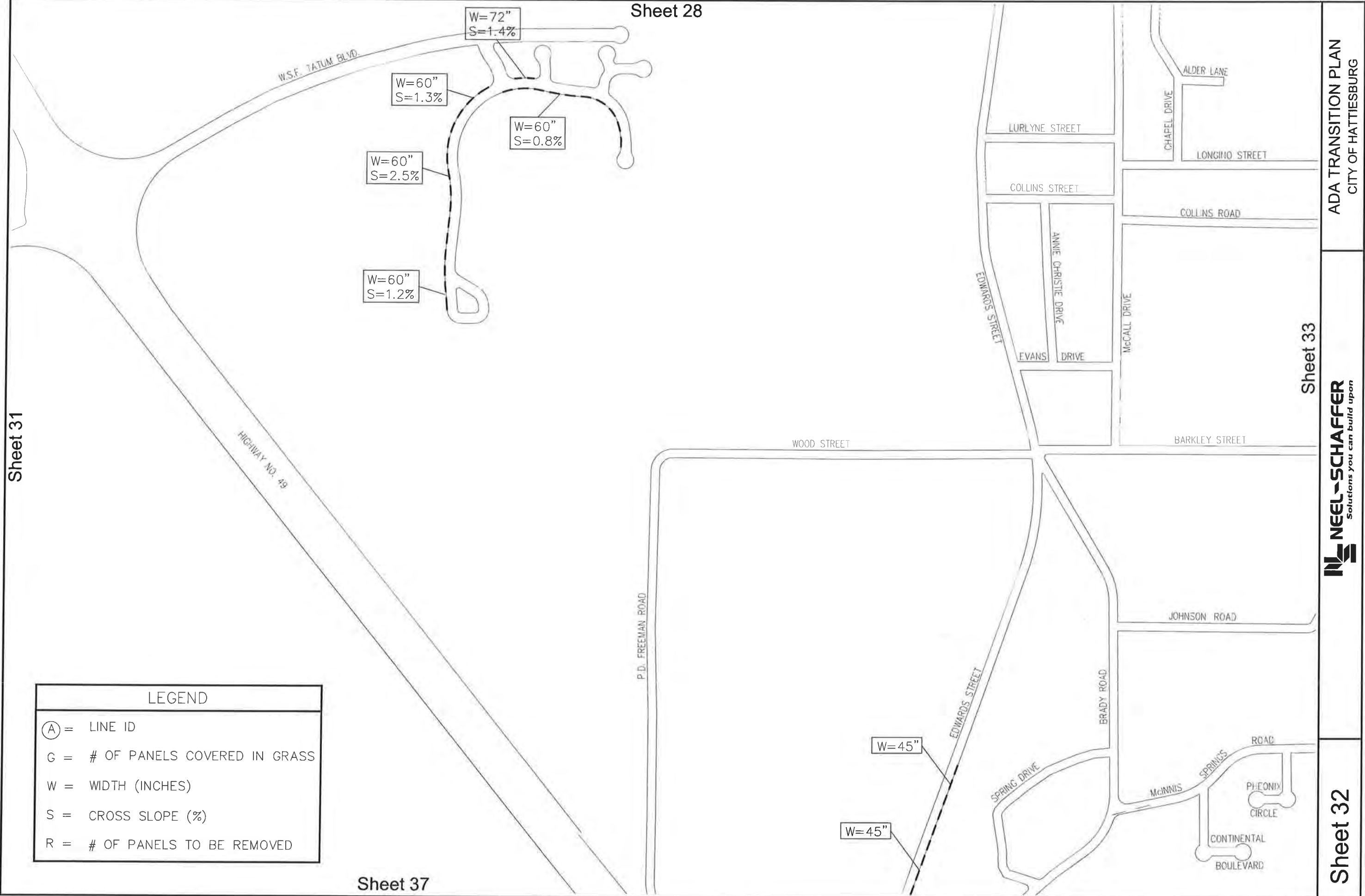
Sheet 32

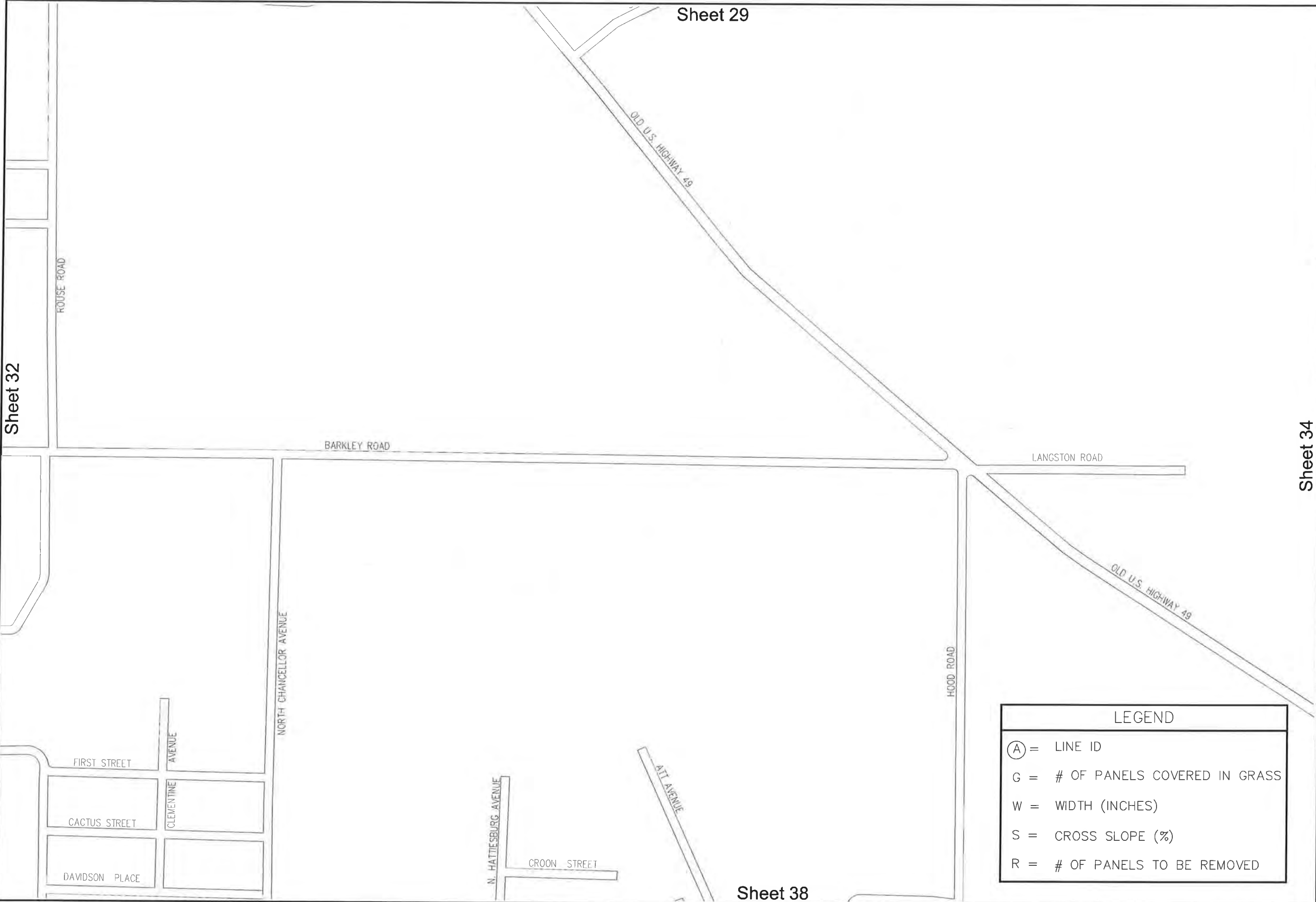
ADA TRANSITION PLAN
CITY OF HATTIESBURG

NEEL-SCHAFFER
Solutions you can build upon

LEGEND	
(A)	= LINE ID
G	= # OF PANELS COVERED IN GRASS
W	= WIDTH (INCHES)
S	= CROSS SLOPE (%)
R	= # OF PANELS TO BE REMOVED

Sheet 37





LEGEND

A

 = LINE ID

G = # OF PANELS COVERED IN GRASS

W = WIDTH (INCHES)

S = CROSS SLOPE (%)

R = # OF PANELS TO BE REMOVED



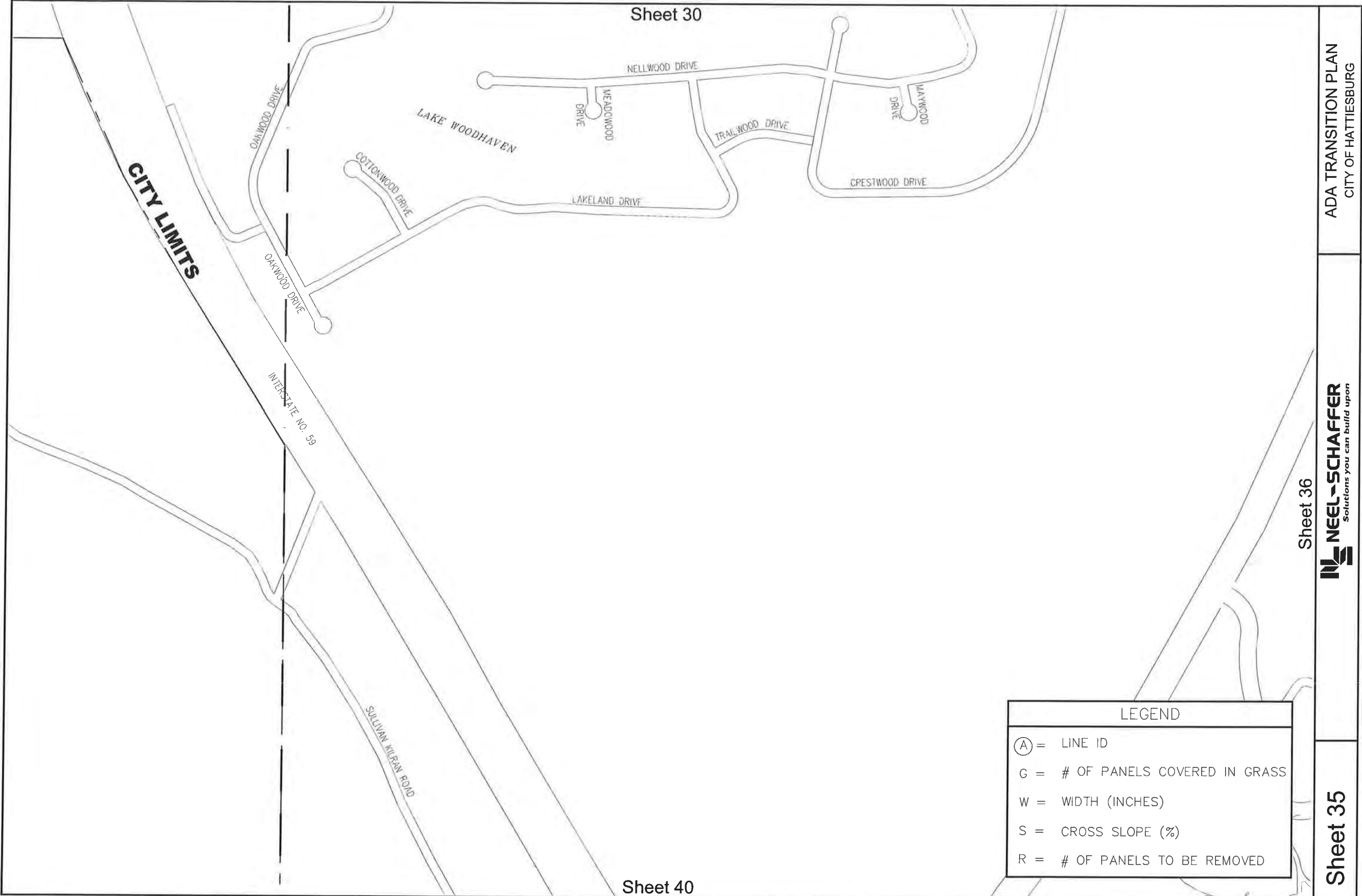
CITY LIMITS

LEAF RIVER

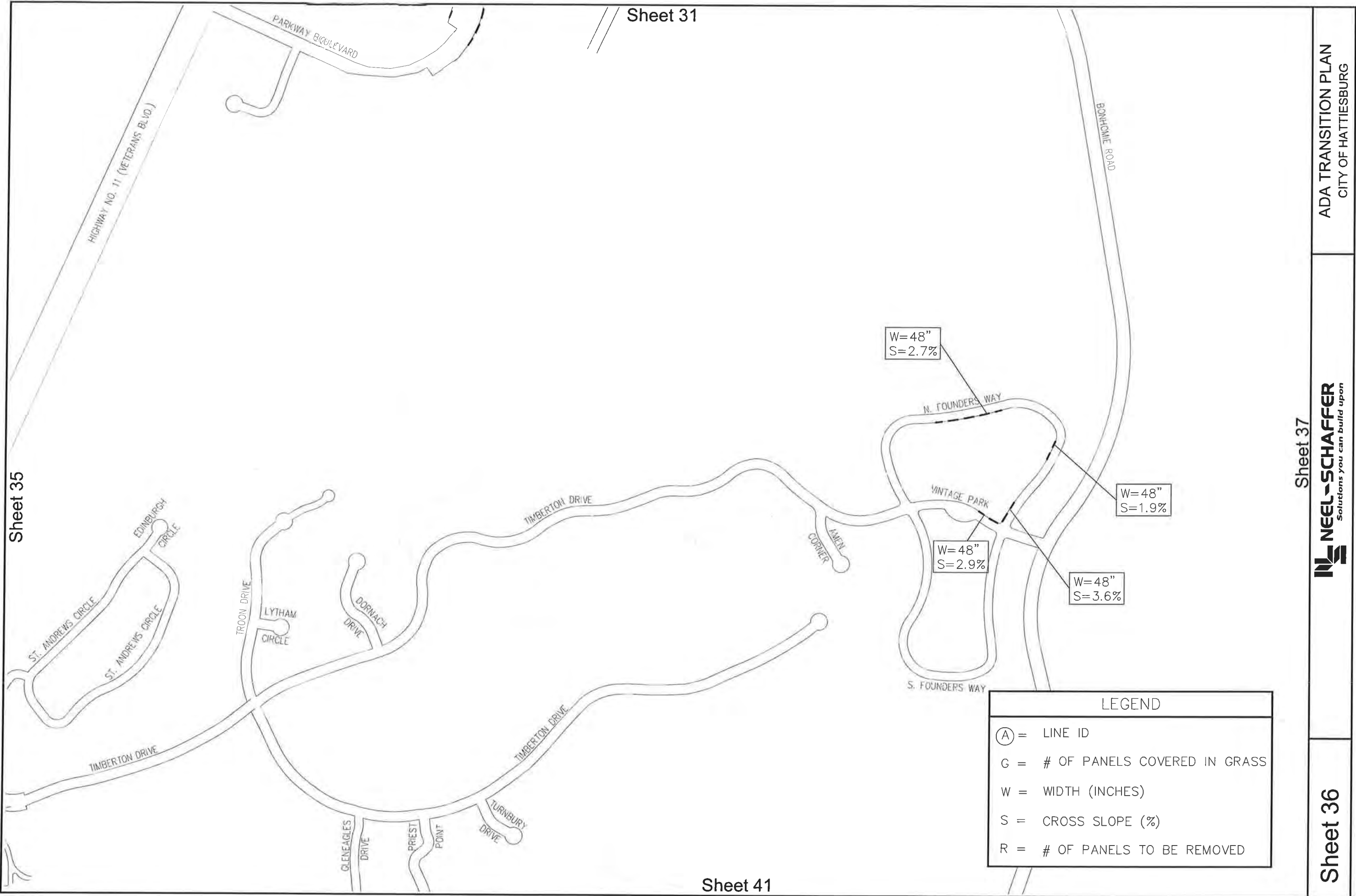
ALDRICH
LAKE

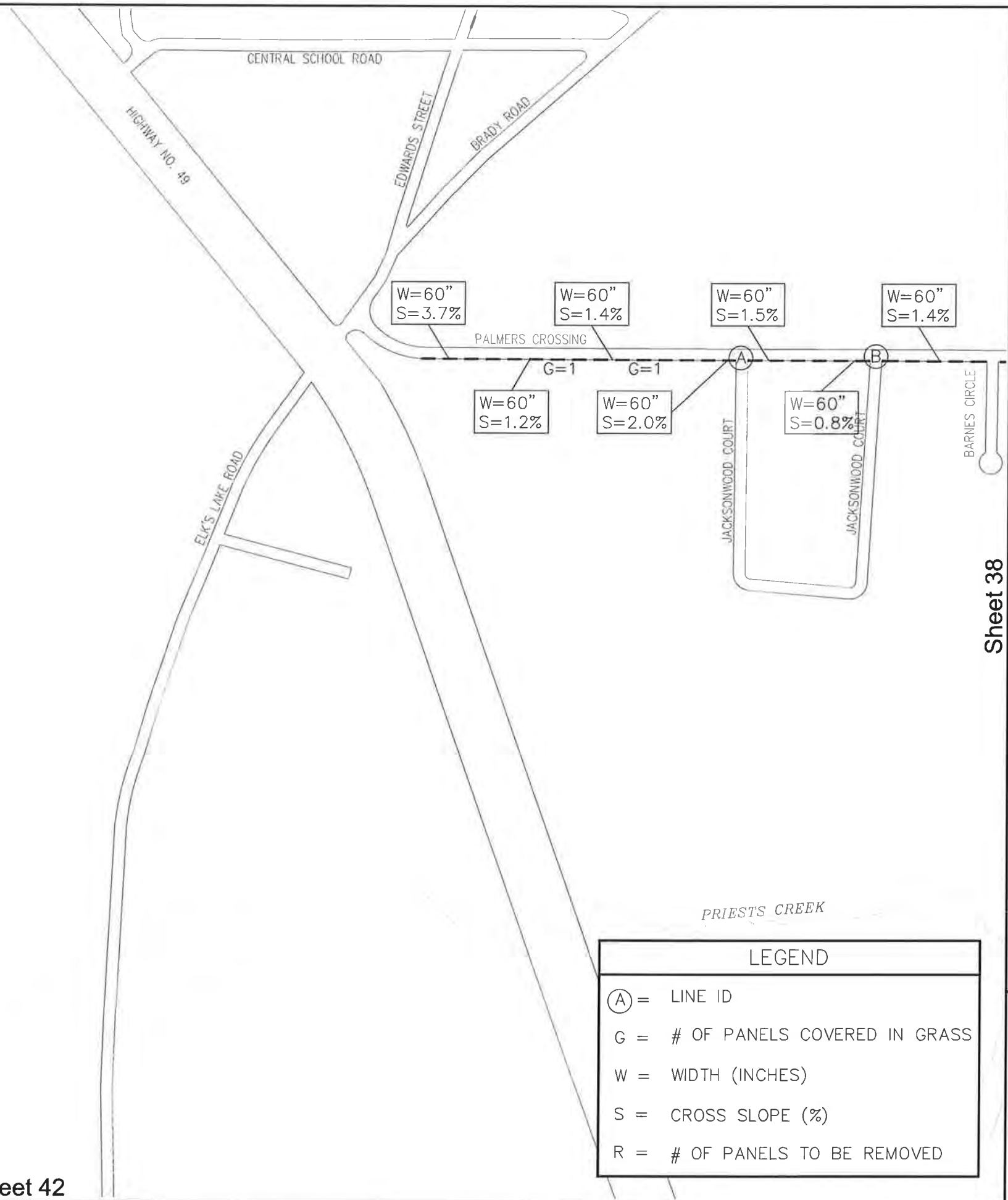
LEGEND	
Ⓐ	= LINE ID
G	= # OF PANELS COVERED IN GRASS
W	= WIDTH (INCHES)
S	= CROSS SLOPE (%)
R	= # OF PANELS TO BE REMOVED

Sheet 30

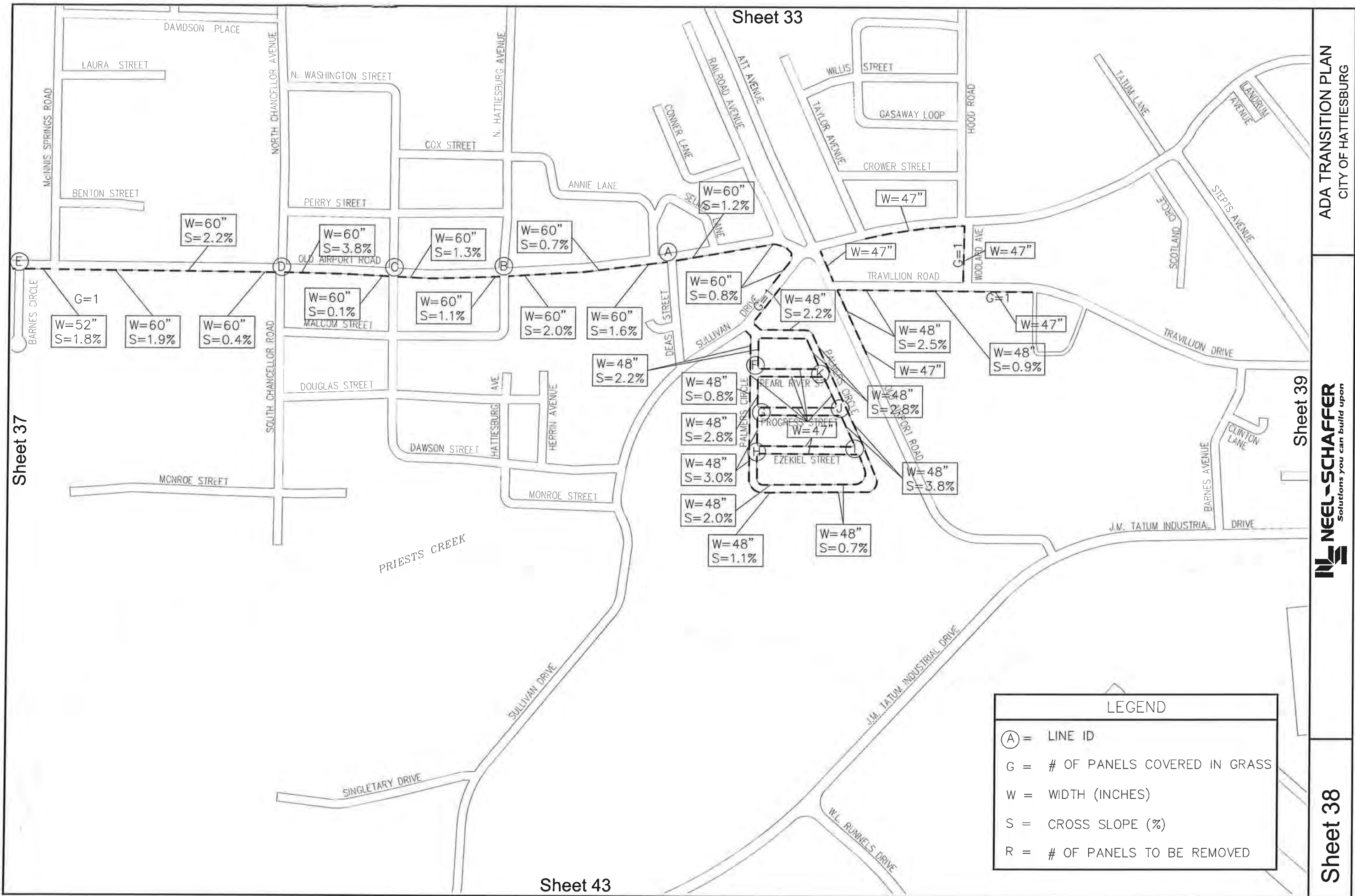


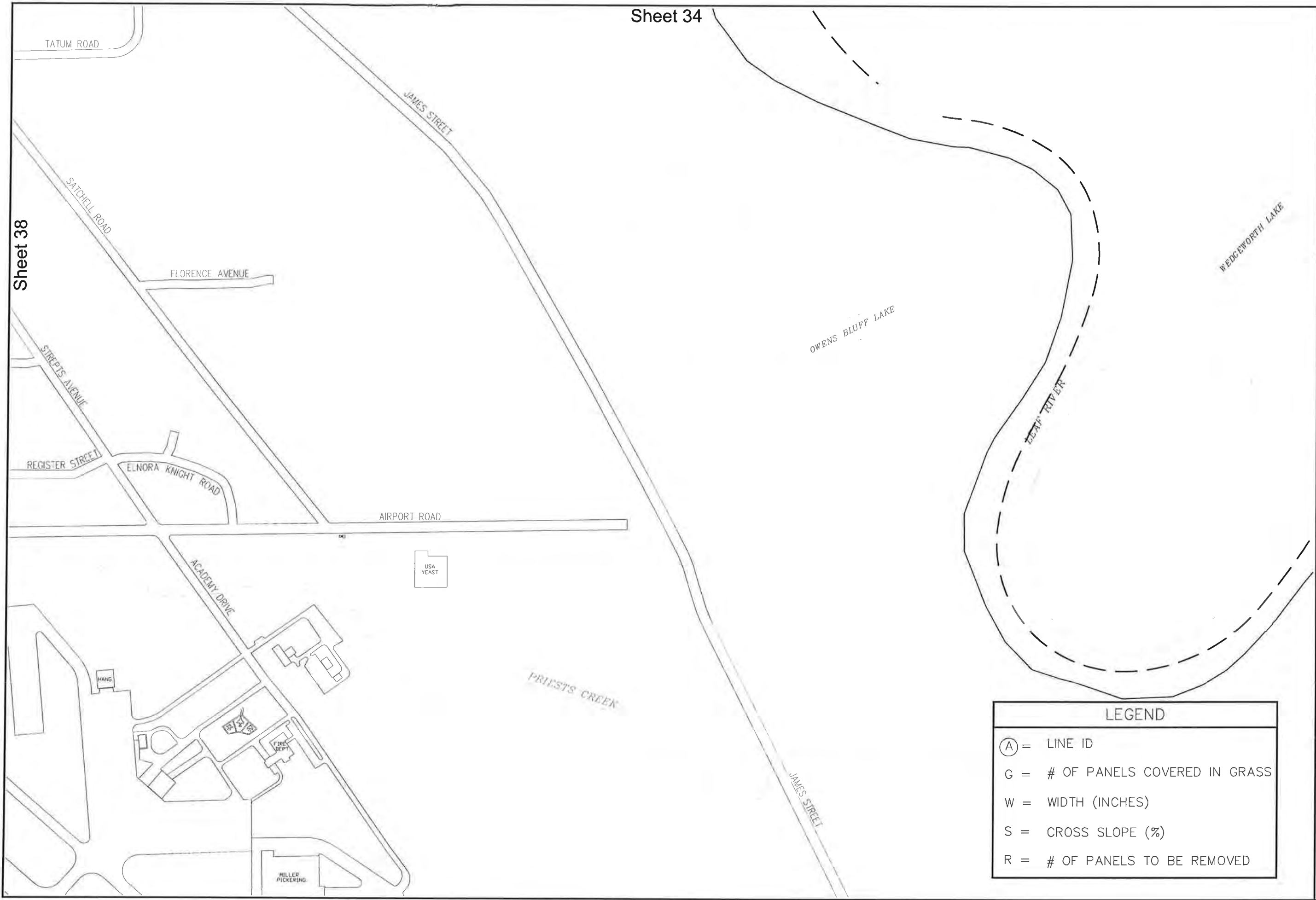
LEGEND	
Ⓐ	= LINE ID
G	= # OF PANELS COVERED IN GRASS
W	= WIDTH (INCHES)
S	= CROSS SLOPE (%)
R	= # OF PANELS TO BE REMOVED

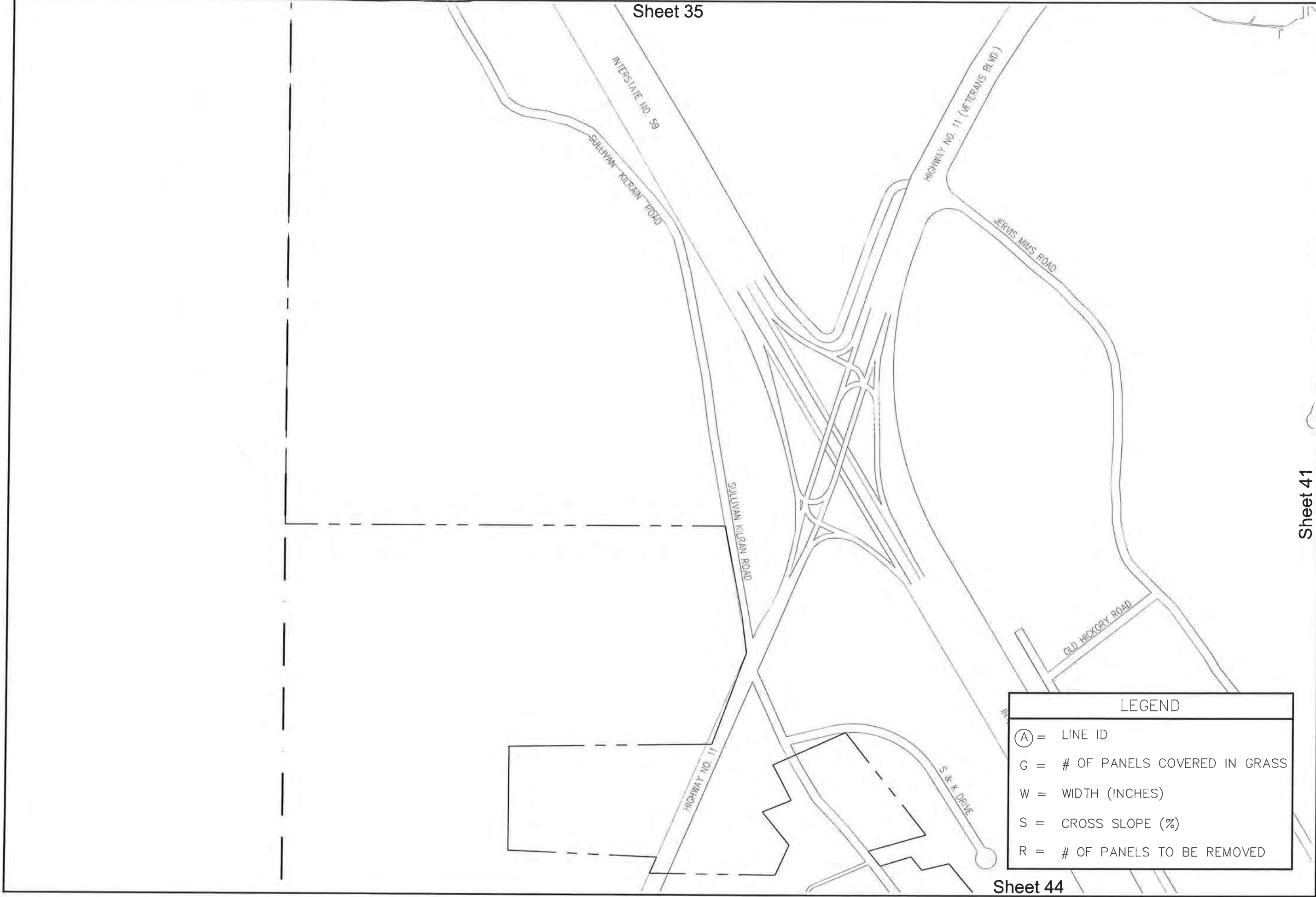




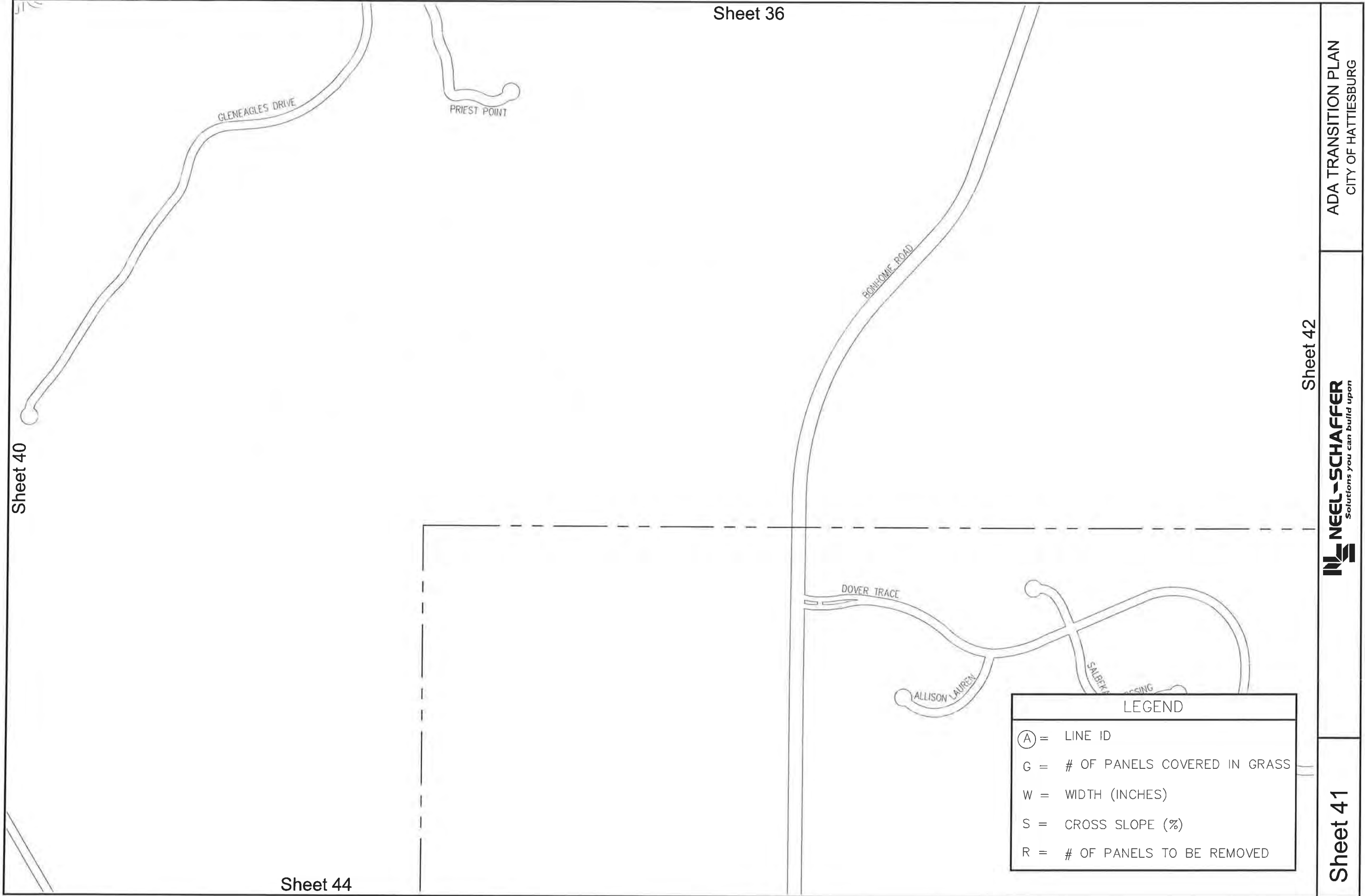
LEGEND	
Ⓐ	= LINE ID
G	= # OF PANELS COVERED IN GRASS
W	= WIDTH (INCHES)
S	= CROSS SLOPE (%)
R	= # OF PANELS TO BE REMOVED





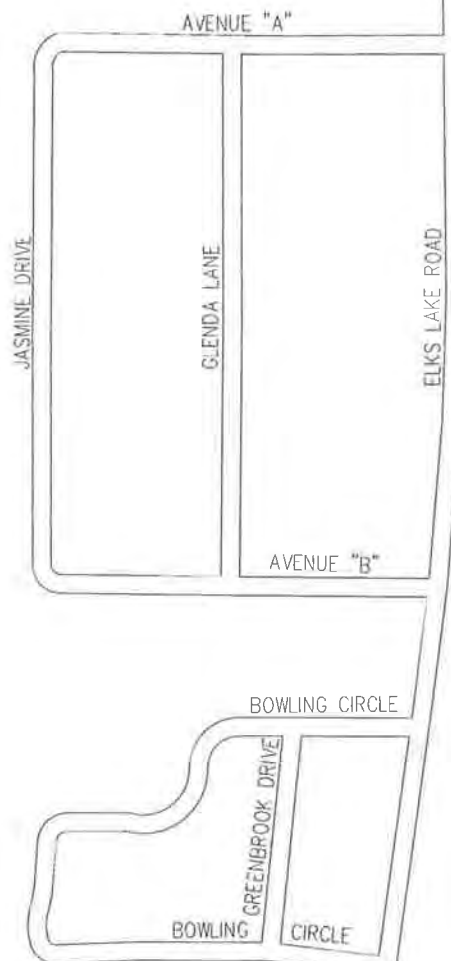


LEGEND	
Ⓐ =	LINE ID
G =	# OF PANELS COVERED IN GRASS
W =	WIDTH (INCHES)
S =	CROSS SLOPE (%)
R =	# OF PANELS TO BE REMOVED



Sheet 41

CITY LIMITS



Sheet 37

LEGEND	
Ⓐ	= LINE ID
G	= # OF PANELS COVERED IN GRASS
W	= WIDTH (INCHES)
S	= CROSS SLOPE (%)
R	= # OF PANELS TO BE REMOVED

Sheet 45

JM. TATUM INDUSTRIAL DRIVE

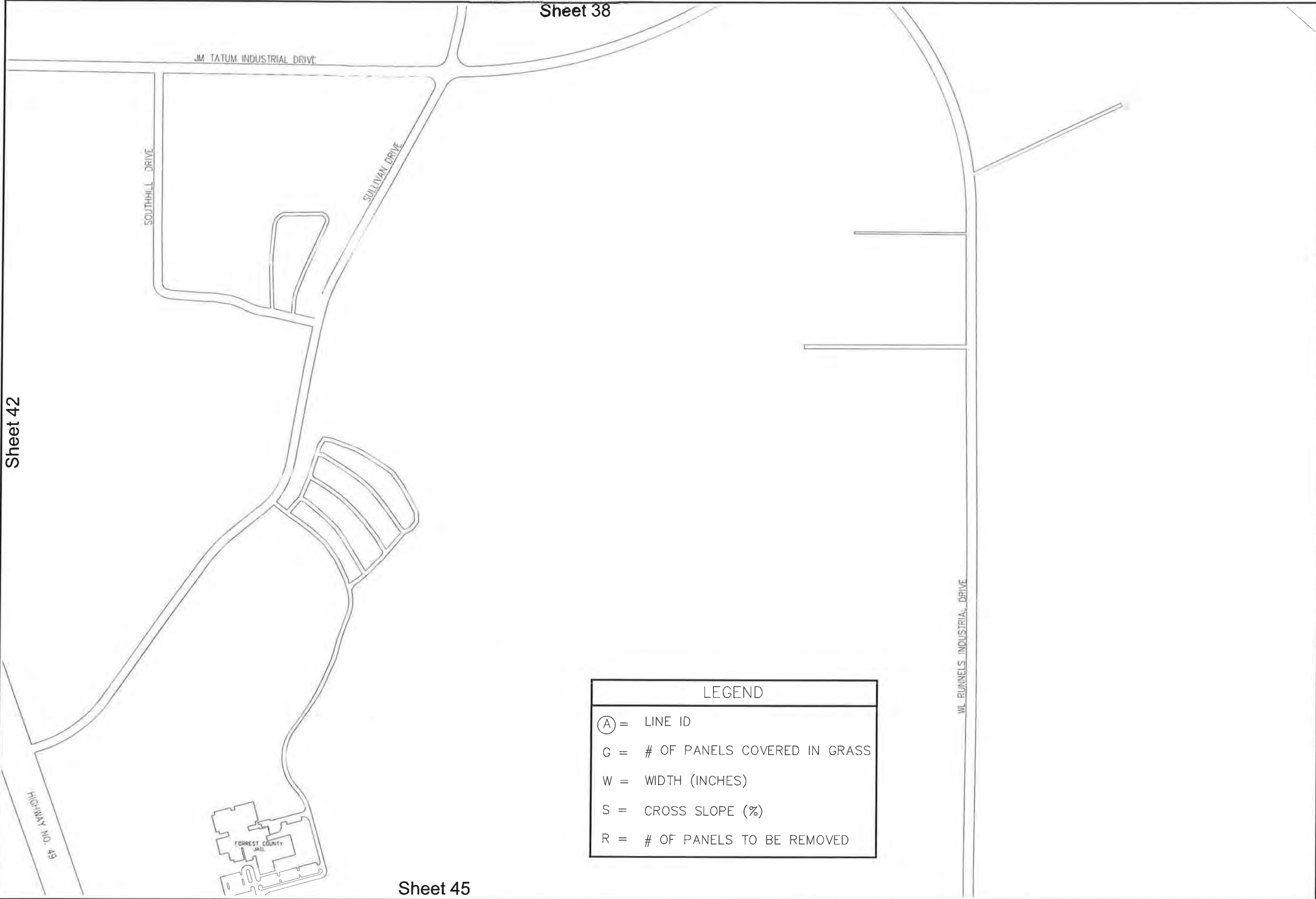
HIGHWAY NO. 49

Sheet 43



ADA TRANSITION PLAN
CITY OF HATTIESBURG

Sheet 42



Sheet 40

Sheet 41

SULLIVAN KIRAN ROAD

CITY LIMITS

POPLAR ROAD

JERVIS MMS ROAD

POPLAR ROAD

INTERSTATE NO. 59

HATTIESBURG CITY LIMITS

CENTER PLACE

CITY LIMITS

BONHOMIE ROAD

IRA HUDSON ROAD

LEGEND

- (A) = LINE ID
- G = # OF PANELS COVERED IN GRASS
- W = WIDTH (INCHES)
- S = CROSS SLOPE (%)
- R = # OF PANELS TO BE REMOVED

CARTER PITT ROAD

ARENA DRIVE

HIGHWAY NO. 49

HIGHWAY NO. 98

HIGHWAY NO. 98

CITY LIMITS

CITY LIMITS

LEGEND

- Ⓐ = LINE ID
- G = # OF PANELS COVERED IN GRASS
- W = WIDTH (INCHES)
- S = CROSS SLOPE (%)
- R = # OF PANELS TO BE REMOVED

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

			Northwest Quadrant									Northeast Quadrant							Southwest Quadrant							Southeast Quadrant							Comments			
ID No.	Sheet No.	Crosswalk (Y/N)	Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)		Turning Space		
									L (in.)	W (in.)							L (in.)	W (in.)							L (in.)	W (in.)								L (in.)	W (in.)	
A	18.1	N	N	N							N	N																								
B-1	18.1	N	Y	N		10.3	54"				Y	N		17.4	40"					Y	N		8.3	72'				Y	N		11.8	60"				
B-2	18.1	N																		Y	N		11.3	60"												
C	18.1	N																		Y	N		12.0	48"				Y	N		2.3	48'				
D	18.1	N	Y	N		7.6	60"				Y	N		7.0	60"																					
E	18.1	N	Y	N		10.0	48"				Y	N		4.8	48"												Y	N		1.6	48"					
F	18.1	N	Y	N		13.2	32"				N	N								Y	N		18.3	42"				N	N							
G	18.1	N	Y	N		7.0	32"													Y	N		11.9	36"												
H	18.1	N	N	N							N	N																								
I	18.1	N																		N	N							Y	N		0.1	42"				
J	18.1	N	N	N							Y	N		10.7	72"					Y	N		10.2	68"				Y	N		7.7	66"				
K	18.1	N	Y	N		6.9	48"				N	N								N	N							N	N							
L	18.1	N	Y	N		9.9	60"				Y	N		0.7	60"					YN	N		7.7	52"				Y	N		9.0	60"				
M	18.1	N	Y	N							N	N								Y	N							N	N							
N	18.1	Y	Y	N		6.9	72"				Y	N		6.3	84"					Y	N		7.2	84"				Y	N		11.8	84"				One Crosswalk Missing
O	18.1	Y																		Y	N		8.9	72"	8.6			Y	N		2.2	60"	20.4			
P	18.1	Y	Y	N		7.3	84"	13.1												Y	N		6.4	120"	11.1											
Q	18.1	N	Y	N		3.2	48"													Y	N		6.2	48"											2" Step up in ramp	
R	18.1	N	Y	N		4.3	48"													Y	N		0.5	48"												
S	18.1	N	Y	N		1.8	48"				N	N								Y	N		1.1	48"				Y	N		2.2	48"				
T	18.1	N	Y	N		8.4	60"	17.0												Y	N		1.7	72"												
U	18.1	N	Y	N		10.1	66"													Y	N		6.0	52'											Ramp Damaged	
V	18.1	N	Y	N		6.9	78"													Y	N		7.3	56"	18.5											
W	18.1	N	Y	N		8.7	64"																													
X	18.1	N	Y	N																N	N															
Y	18.1	N	Y	N																N	N															
Z	18.1	N									Y	N		2.1	48"													Y	N		1.3	48"				
AA	18.1	N									N	N															Y	N		7.3	58"					

ADA Transition Plan - Curb Ramp Inventory

ID No.	Sheet No.	Northwest Quadrant									Northeast Quadrant								Southwest Quadrant								Southeast Quadrant								Comments
		Cross walk (Y/N)	Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		
									L (in.)	W (in.)							L (in.)	W (in.)							L (in.)	W (in.)							L (in.)	W (in.)	
A	18.3	N									Y	N		5.3	60"												Y	N		3.7	52"				
B	18.3	N									N	N														Y	N		3.5	58"					
C	18.3	N																								N	N								
D	18.3	N	Y	N		3.5	72"				N	N							N	N						Y	N		3.1	48"					
E	18.3	N																	Y	N		22.2	60"												
F	18.3	N	Y	N		4.1	72"				Y	N		6.7	48"				Y	N		6.7	82"				Y	N		8.7	44"				
G	18.3	N									Y	N		0.8	60"											N	N								
H	18.3	N																								N	N								
I	18.3	N																	N	N															
J	18.3	N																	Y	N		9.1	48"				N	N							
K	18.3	N	N	N							N	N							N	N							N	N							
L	18.3	N	Y	N		0.1	48"				Y	N		3.8	60"																				
M	18.3	N	Y	N		2.6	57"				Y	N		1.2	60"																				
N	18.3	N	Y	N		0.6	48"				Y	N		1.1	56"																				
O	18.3	N																	Y	N		0.3	60"				Y	N		0.6	48"				
P	18.3	N																	Y	N		0.7	48"				Y	N		3.2	48"				
Q	18.3	N																									Y	N		10.4	60"				
R	18.3	Y	Y	N		7.3	96"				Y	N		6.3	96"				Y	N		7.2	54"				Y	N		7.9	96"				
S	18.3	N	Y	N		11.3	36"				Y	N		18.4	48"																				
T	18.3	N																	N	N		11.0	40"												
U-1	18.3	Y																	Y	N		10.2	36"				Y	N		12.5	48"				
U-2	18.3	Y																	Y	N							Y	N		9.6	42"				
V-1	18.3	N									Y	N		6.8	44"												Y	N		8.5	43"				
V-2	18.3	N									Y	N		5.3	60"												Y	N		9.0	56"				
W-1	18.3	Y	Y	N		15.8	52"	14.3	48"	48"	Y	N		2.9	50"	42.6	48"	50"	Y	N		5.7	60"	27.1	22"	72"	Y	N		7.5	44"	11.0	48" 72"	44" 72"	
W-2	18.3	Y	Y	N		12.6	54"	13.2	72"	72"	Y	N		9.1	45"	19.1	72"	72"	Y	N		5.8	62"	23.1	72"	72"	Y	N		7.8	46"	13.0	72"	60"	
X-1	18.3	Y	Y	N		6.2	48"	23.7	48"	48"	Y	N		5.9	48"	15.4	54"	48"	N	N							N	N							
X-2	18.3	Y	Y	N		5.6	48"	21.6	48"	48"	Y	N		8.5	60"	9.5			N	N							N	N							
Y-1	18.3	Y	N	N							N	N							Y	N		6.3	36"	24.8	36"	36"	Y	N		12.5	40"	13.6		40"	
Y-2	18.3	Y	N	N							N	N							Y	N		7.0	30"	16.6	36"	36"	Y	N		14.9	40"	23.8		40"	

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

			Northwest Quadrant								Northeast Quadrant							Southwest Quadrant							Southeast Quadrant							Comments			
ID No.	Sheet No.	Crosswalk (Y/N)	Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)		Flare Slope (%)	Turning Space	
									L (in.)	W (in.)							L (in.)	W (in.)							L (in.)	W (in.)								L (in.)	W (in.)
A	23.1	N	N	N																															
B	23.1	N	Y	Y		3.5 1.5	60" 48"				Y			3.5	60"				Y	N			6.6	48"			Y	N		0.1	60"				
C	23.1	N	Y	N		5.8	60"												Y	N			2.9	60"			Y	N		6.8	60"		60"	60"	
D																							4.7 7.1	60" 60"		60" 72"	72" 72"			5.5	74"		60"	72"	
E	23.1	N	Y	N		3.7 6.7	60" 60"		72" 72"	60" 60"	Y	N		3.3 4.2	63" 62"		60" 60"	60" 60"	Y	N							Y	N		7.0	60"		60"	60"	
F	23.1	N	Y	N		8.7	74"	16.0	32"	63"																Y	N			9.2	60"		60"	60"	
G	23.1	N	Y	N		4.5 7.3	72" 56"	17.1 19.3	165"	84"																									
H	23.1	N	Y	N		1.4	57"	24.3	84"	60"																									
I	23.1	N	Y	N		5.4	60"	13.1	84"	60"																									
K	23.1	N	Y	N		8.6 8.6	60" 60"		60" 60"	60" 60"													7.6 9.2	59" 60"		60" 60"	60" 60"								
J	23.1	N	Y	N		10.9	60"		60"	60"				4.8 8.0	59" 59"																				
L	23.1	N	Y	N		5.5	60"		60"	60"	Y	N		4.4	60"		60"	60"	Y	N			broke	59"		59"	59"								
M	23.1										Y	N		6.1	48"		48"	48"	Y	N			4.2 4.6	60" 65"		59" 59"	59" 59"								
N	23.1	N	Y	N		5.0	57"		57"	57"	Y	N		6.0	59"		59"	59"	Y	N			2.6	60"		60"	60"								
O	23.1	N									Y	N		5.6	60"		60"	60"																	
P	23.1	N	Y	N		6.9	48"		48"	48"	N								Y	N			8.0 5.8	59" 48"		59" 48"	59" 48"	Y	N		4.3	47"		47"	48"
Q	23.1	N	Y	N		6.3 3.3	60" 60"		60"	60"	Y N	N		5.6	60"		60"	60"	N	N							N								
R	23.1	N									Y	N		5.9	62"		62"	62"	Y	N			7.2	60"		60"	60"	Y	N		6.8	60"		60"	60"
S	23.1	N	Y	N		10.1	60"		60"	60"									Y	N			7.6	59"		59"	59"	Y	N		7.0 6.1	59" 44"			
T	23.1	N												3.8	100"		100"	100"																	
U	23.1	N	Y	N		1.7 8.2	60" 60"				Y	N		4.6 4.1	60" 60"		60" 60"	60" 60"	Y	N			11.3 7.4	60" 56"		60" 56"	60" 56"	Y	N		1.8	58"			NE, SE, NW-3" drop to gutter, SW - 5" drop to gutter
V	23.1	N	Y	N		5.2 4.8	60" 49'		60" 48"	60" 48"									Y	N			2.6	60"		60"	60"								
W	23.1	N																	Y	N			3.8	48"		48"	48"								
X	23.1	N	Y	N		4.8 5.2	60" 60"		60"	60"																									
Y	23.1	N	Y	N		6.7	60"		60"	60"	Y	N		2.6	60"		60"	60"																	
Z	23.1	N	Y	N		2.1	58"		58"	58"	Y	N		8.7	58"																				
AA	23.1	N																	Y	N			2.7	60"		60"	60"								
AB																			Y	N			3.0	55"		55"	55"								
																																	NW 3" drop to gutter		
																																	NE 7" drop to gutter		

ADA Transition Plan - Curb Ramp Inventory

			Northwest Quadrant								Northeast Quadrant								Southwest Quadrant								Southeast Quadrant								Comments	
ID No.	Sheet No.	Crosswalk (Y/N)	Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space			
									L (in.)	W (in.)							L (in.)	W (in.)								L (in.)	W (in.)							L (in.)	W (in.)	
A	23.2	N	STEPS			2.8	60"				N	STEPS		20.8 14.0	48" 48"																					
B	23.2	N									Y			0.0	48"		48"	48"							Y	N			4.2	56"		56"	56"			
C	23.2	N	Y	N		6.2 6.8	63" 72"		63" 66"	63" 66"	Y	N		3.7 9.4	36" 50"	50"	34" 50"	34" 50"	Y	N		2.7 5.6	50"		48"	48"	Y	N		5.2	50"		50"	50"		
D	23.2	N	Y	N		6.2	48"		48"	48"	Y	N		2.7	60"		60"	60"																		
E	23.2	N	Y	N		5.3 4.8	42" 59"	17"	108"	108"	Y	N		2.3 2.4	92" 98"		92" 98"	92" 98"	Y	N		1.8 4.5	56" 58"		60" 60"	60" 60"	Y	N		3.8 2.1	56" 50"		60"	60"		
F	23.2	N	Y	N		0.2	60"		60"	60"	Y	N		3.9	87"		87"	100"	Y	N		4.4	60"		60"	60"	Y	N		5.3	60"		52"	52"		
G	23.2	N	Y	N		2.7	60"		60"	60"	Y	N		6.6	60"		60"	60"	Y	N		1.1	48"		48"	48"	Y	N		1.2	45"		60"	60"	SW Broke Ramp	
H	23.2	N	Y	N		3.1	55"		48"	48"	Y	N		3.3	48"		55"	55"	Y	N		2.8 7.3	60" 60"			Y	N		6.7	57"						
I	23.2	N	Y	N		4.1	59"		59"	59"									Y	N		3.5 Broke	58"		58"	58"										
J	23.2	N	Y	N		3.1	99"		99"	60"																										
K	23.2	N									Y	N		4.7	60"		60"	60"							Y	N			5.7	60"		48"	48"			
L	23.2	N									Y	N		4.2	108"		60"	60"							Y	N			0.7	144"		60"	60"			
M	23.2	N	Y	N		7.7	56"		58"	58"	Y	N		8.0	33"		48"	48"	Y	N		10.4 4.9	65" 69"		60"	B	Y	N		4.3 5.5	48" 54"		48"	48"		
N	23.2	N	Y	N		7.0	52"		60"	60"	Y	N		7.6 10.7	48" 33"		57"	57"	Y	N		9.7	60"		60"	60"	Y	N		9.9	60"		60"	60"		
O	23.2	N	Y	N		1.4 1.7	60" 57"		80"	80"	Y	N		5.9 4.0	60" 60"		60"	60"	Y	N		4.3	60"		60"	60"	Y	N		1.6 5.6	33" 69"		60"	60"		
P	23.2	Y	Y	N		5.3 4.4	48" 42"		60"	60"	Y	N		4.4 5.0	48" 45"		60"	60"	Y	N		4.1	53"		60"	60"	Y									
Q	23.2	N	Y	N		4.9	60"		60"	60"	Y	N		5.3	60"		60"	60"							Y	N			7.2	80"		48"	60"			
R	23.2	N				7.6 6.3	43" 45"		60"	60"	Y	N		7.2	60"		60"	60"	Y	N		10.7 5.7	33" 56"		48"	60"	Y	N		1.3	108"		100"	100"		
S	23.2																					0.0	60"		60"	60"	Y	N		8.9 6.7	75" 53"		72"	72"		
T	23.2	N	Y	N		3.6 5.7	60"		60"	60"	Y	N		4.8 7.4	60" 55"		60"	60"	Y	N		7.6 5.5	44" 60"		60"	60"	Y	N		3.9	58"		60"	60"		
U	23.2	N																	Y	N		7.0	43"		43"	48"	Y	N		7.3	43"		48"	48"		
V	23.2	N	Y	N		5.1	44"		44"	48"	Y	N		8.3	53"		60"	60"																		
W	23.2	N	Y	N		6.6	40"		48"	48"	Y	N		4.4	57"		48"	48"	Y	N		4.8	48"		48"	48"	Y	N		7.3	48"		48"	48"		

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

ADA Transition Plan - Curb Ramp Inventory

[illegible]

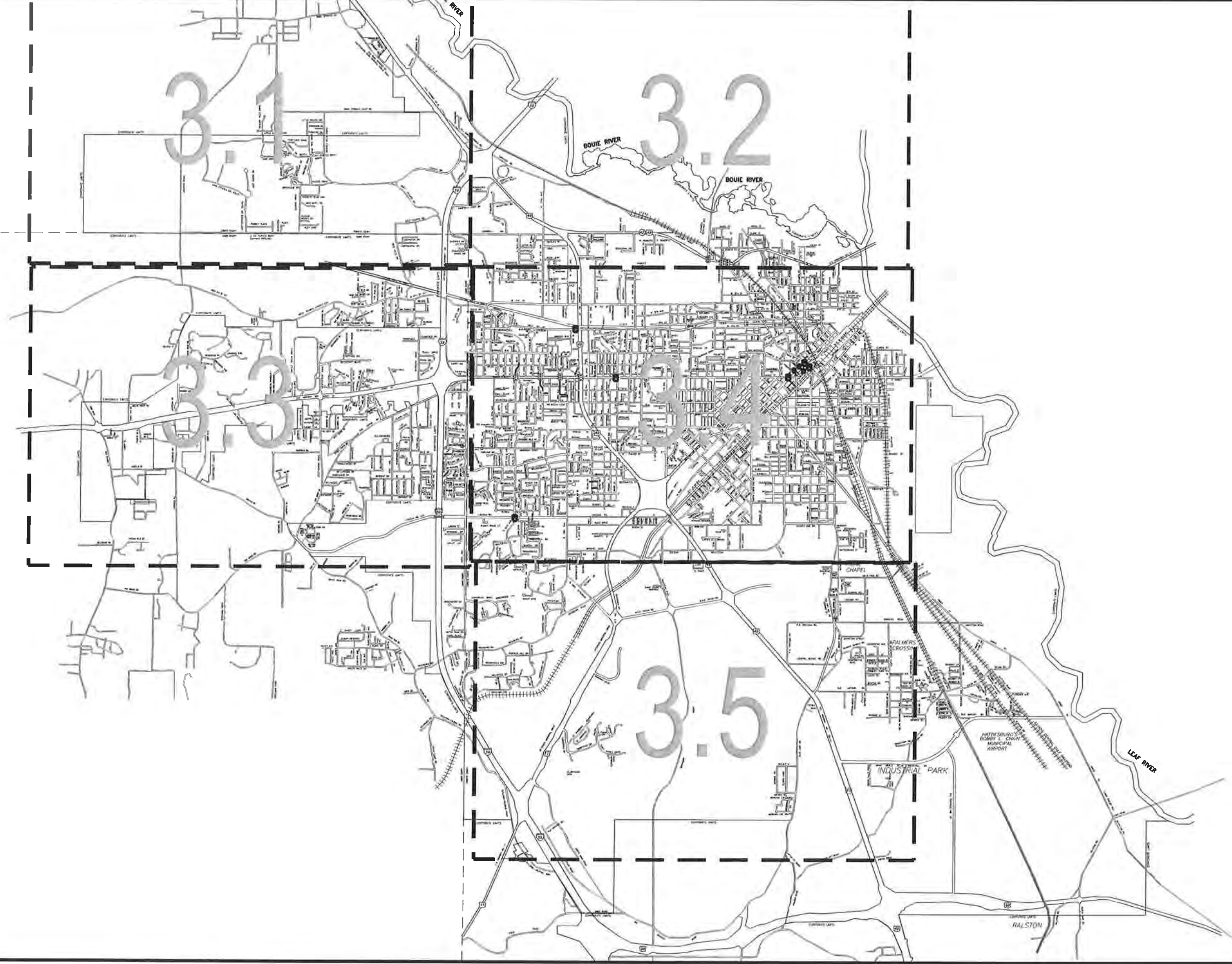
ADA Transition Plan - Curb Ramp Inventory

ID No.	Sheet No.	Crosswalk (Y/N)	Northwest Quadrant								Northeast Quadrant								Southwest Quadrant								Southeast Quadrant								Comments
			Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space		Curb Ramp (Y/N)	Detectable Warnings (DW) (Y/N)	DW Greater than 2'	Ramp Slope (%)	Ramp Width (inches)	Flare Slope (%)	Turning Space										
									L (in.)	W (in.)							L (in.)	W (in.)							L (in.)	W (in.)	L (in.)	W (in.)							
A	37.0	N																Y	N			2.0	60"			Y	N			2.0	60"				
B	37.0	N																Y	N			2.1	60"			Y	N			1.1	60"				
																</																			

ADA Transition Plan - Curb Ramp Inventory

[illegible]

Pedestrian Signals

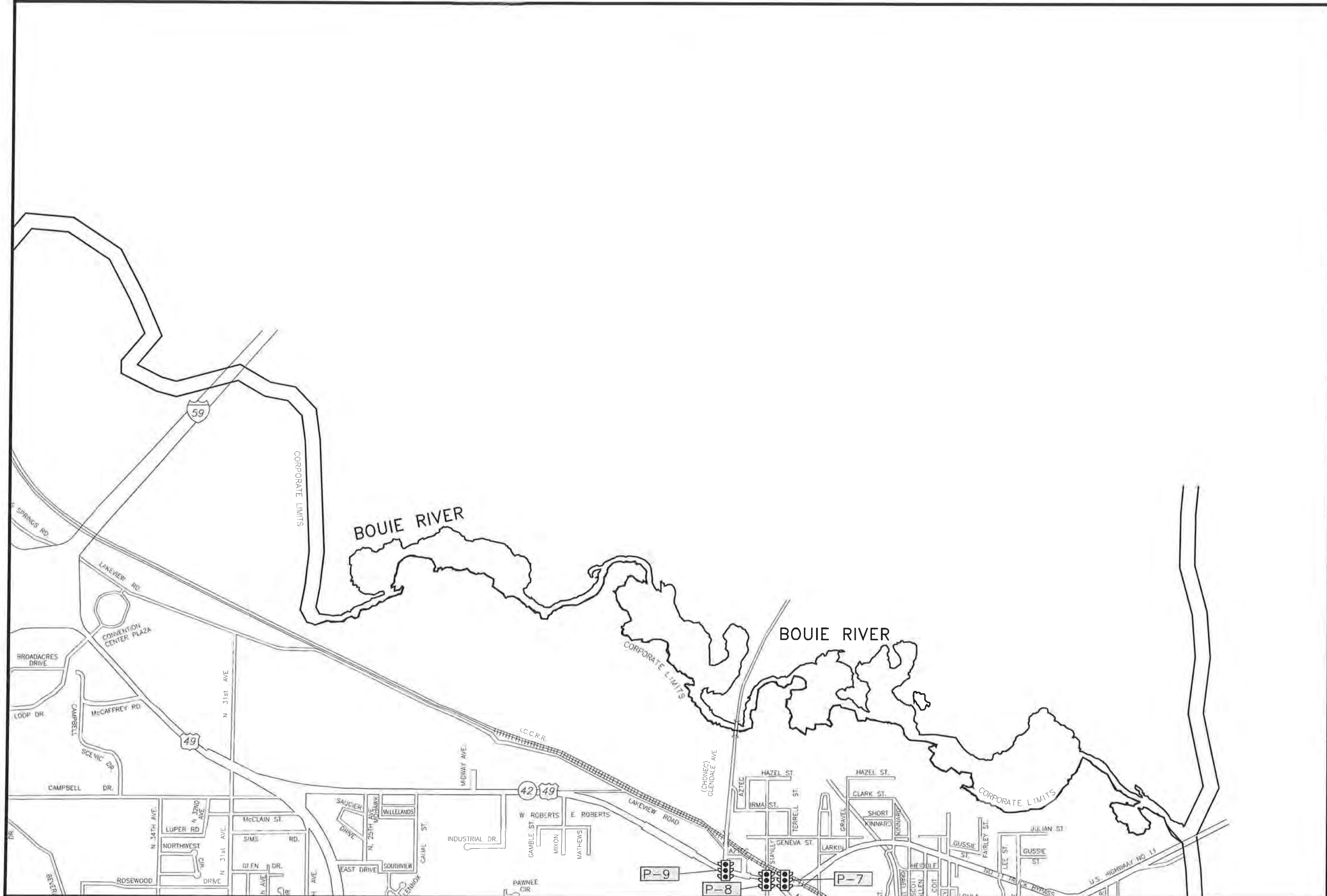


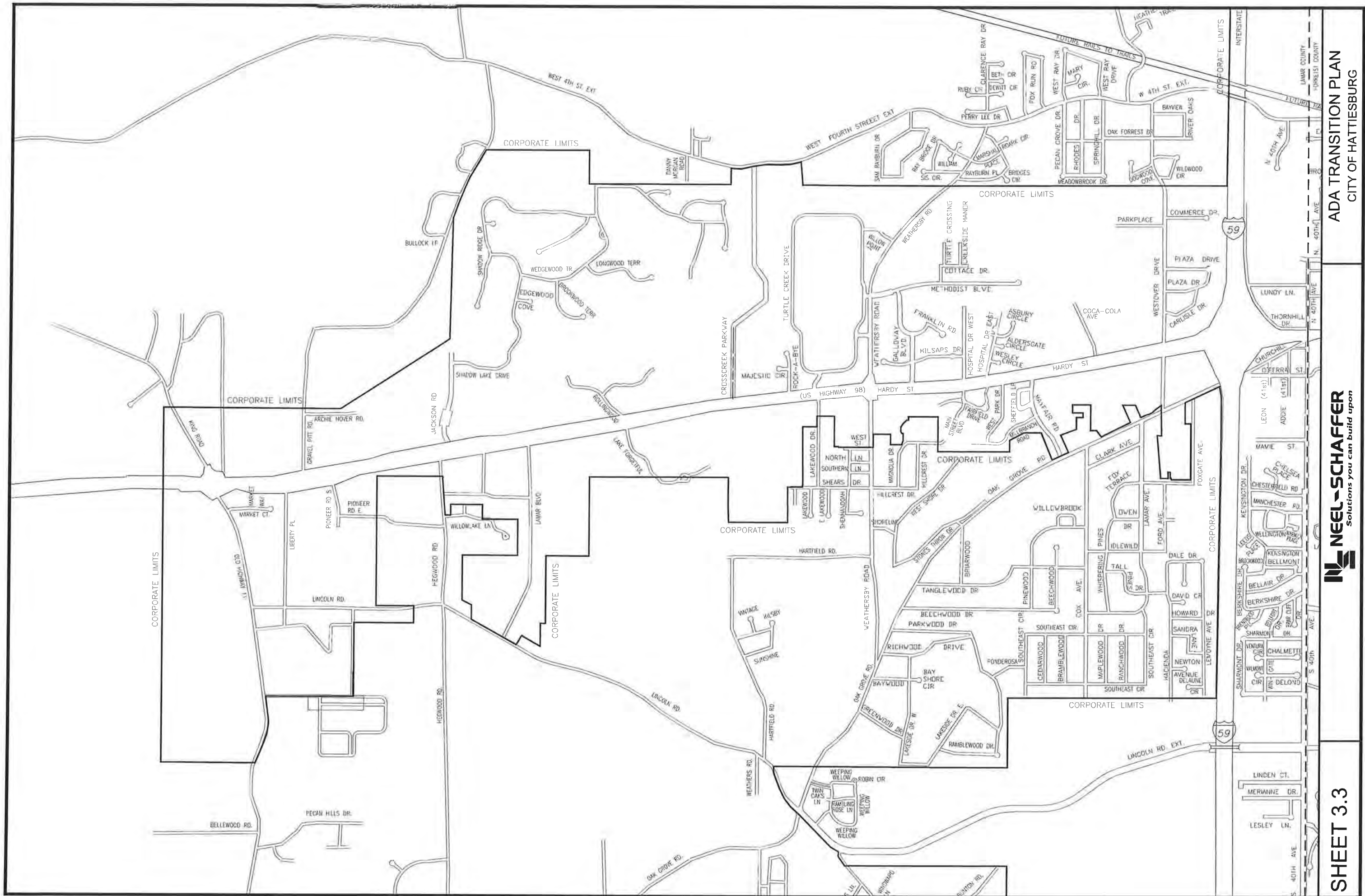
OVERALL

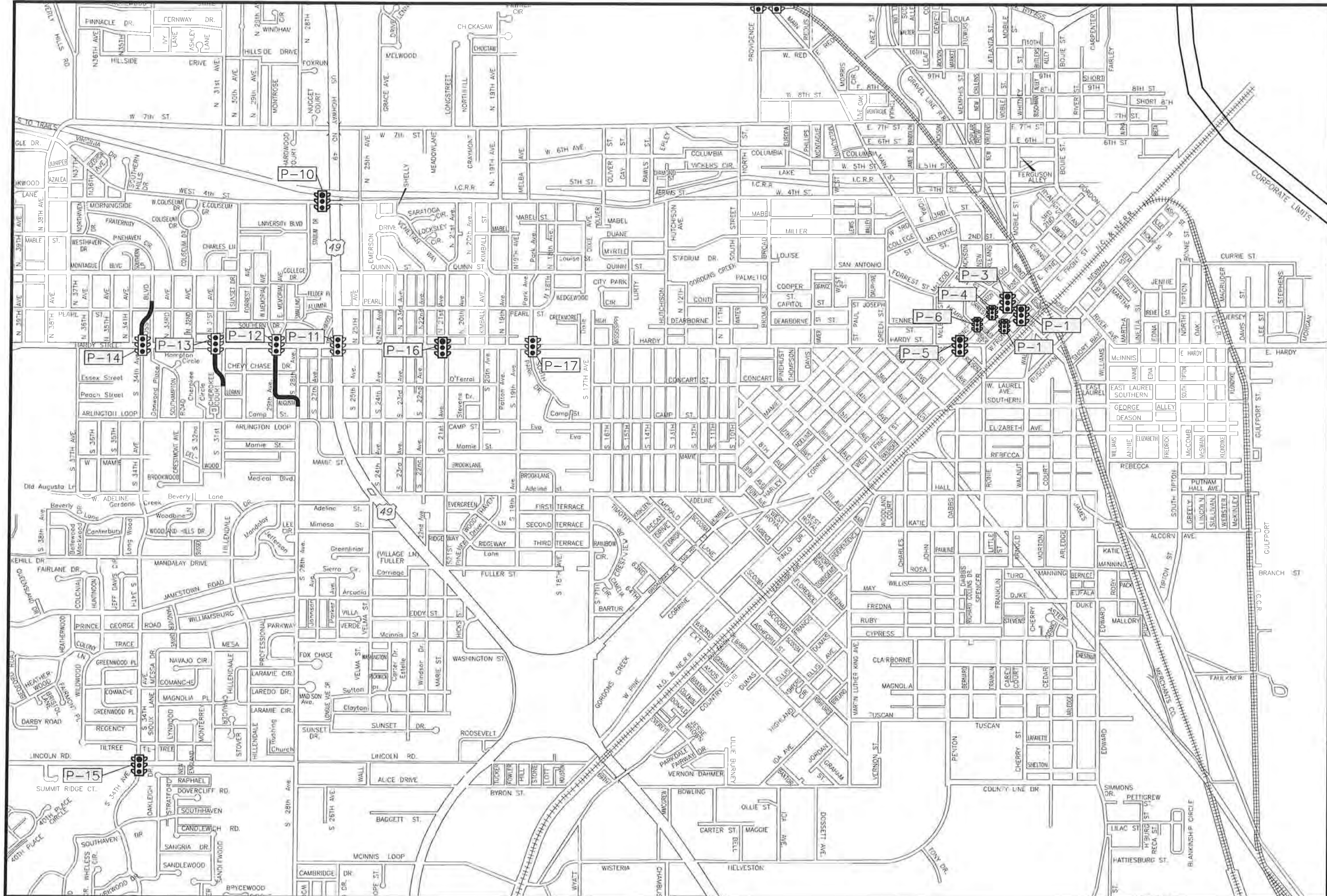
NEEL-SCHAFFER
Solutions you can build upon

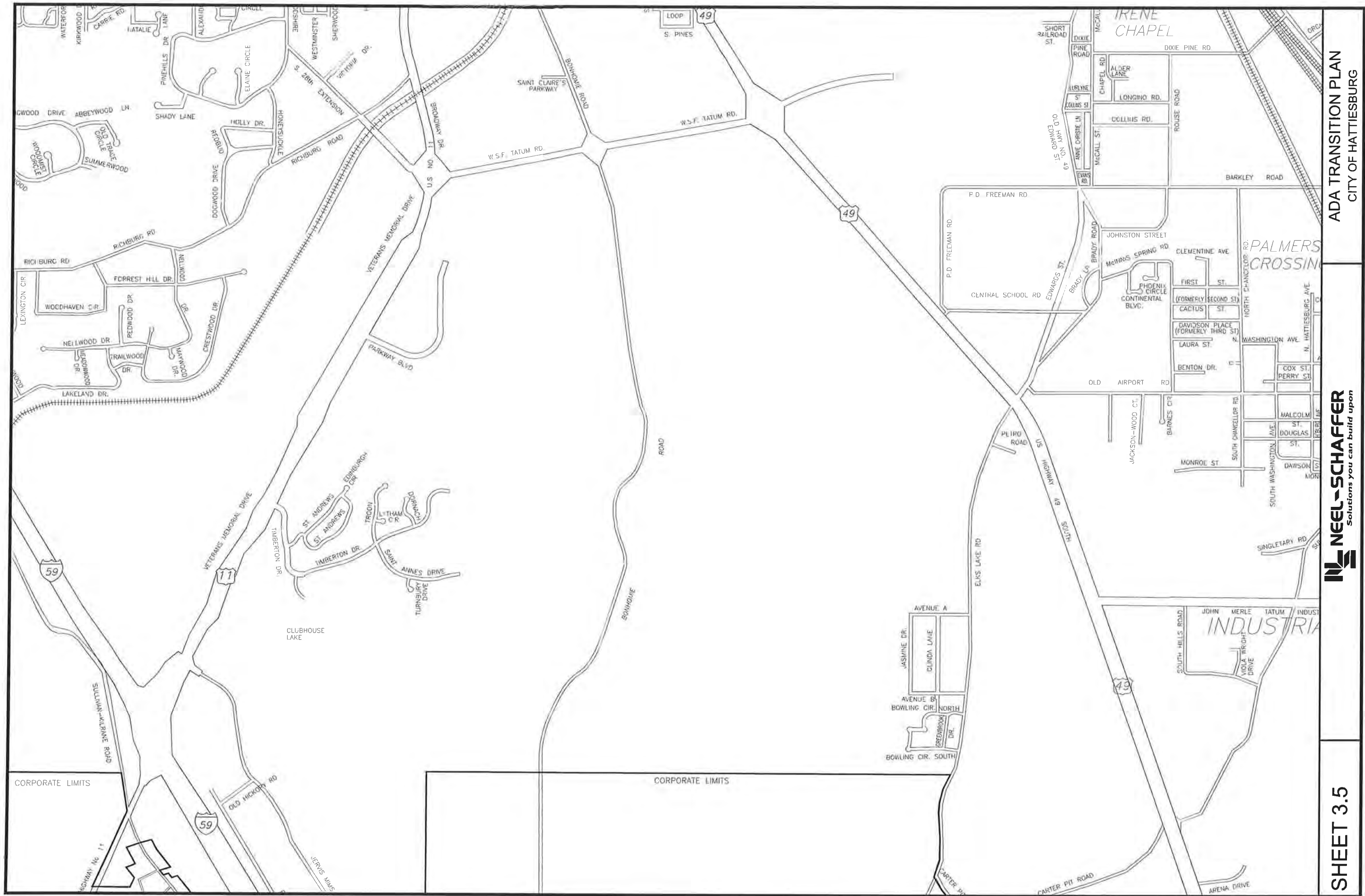
ADA TRANSITION PLAN
CITY OF HATTIESBURG











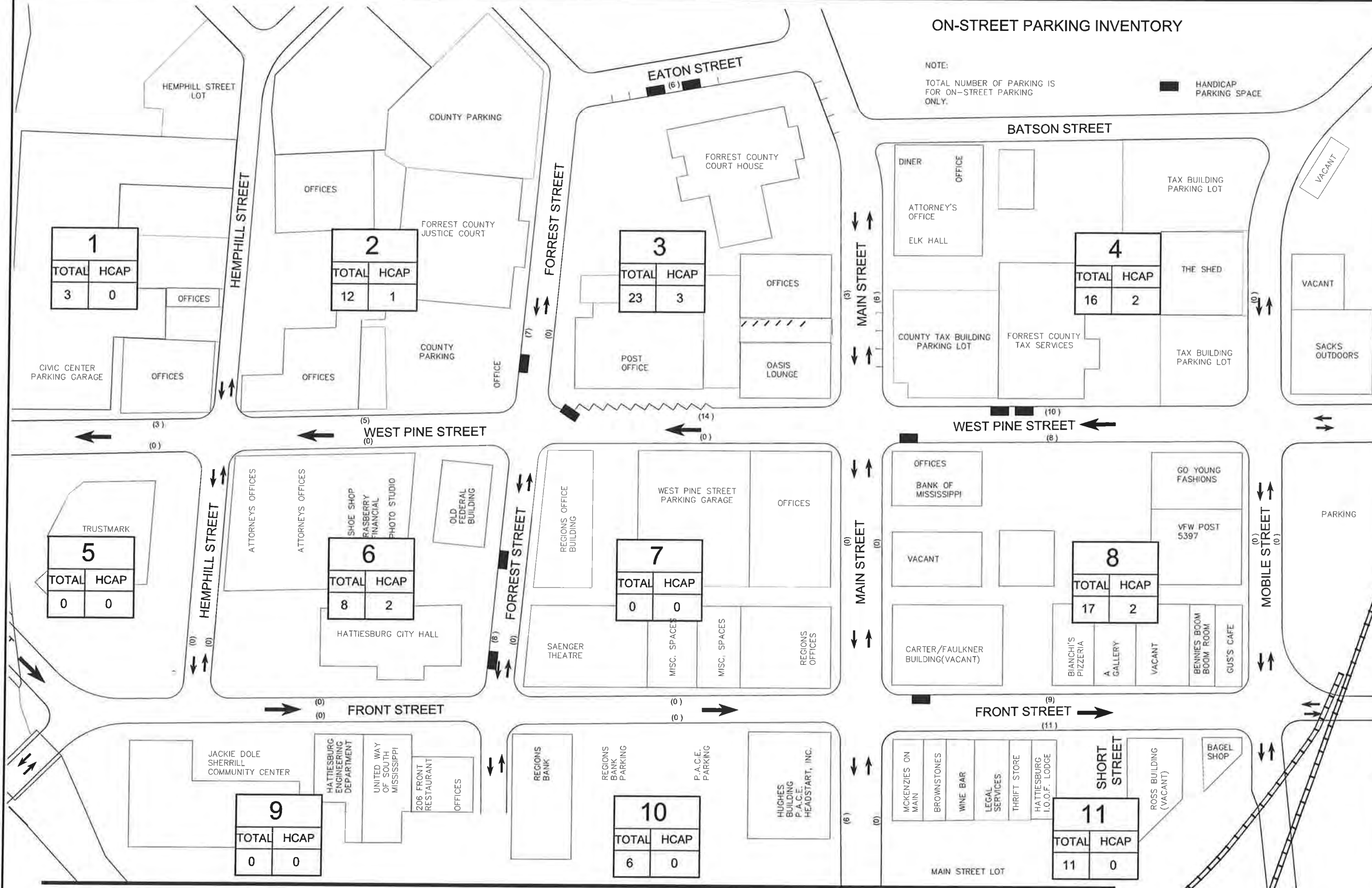
ADA Transition Plan - Pedestrian Signal Inventory

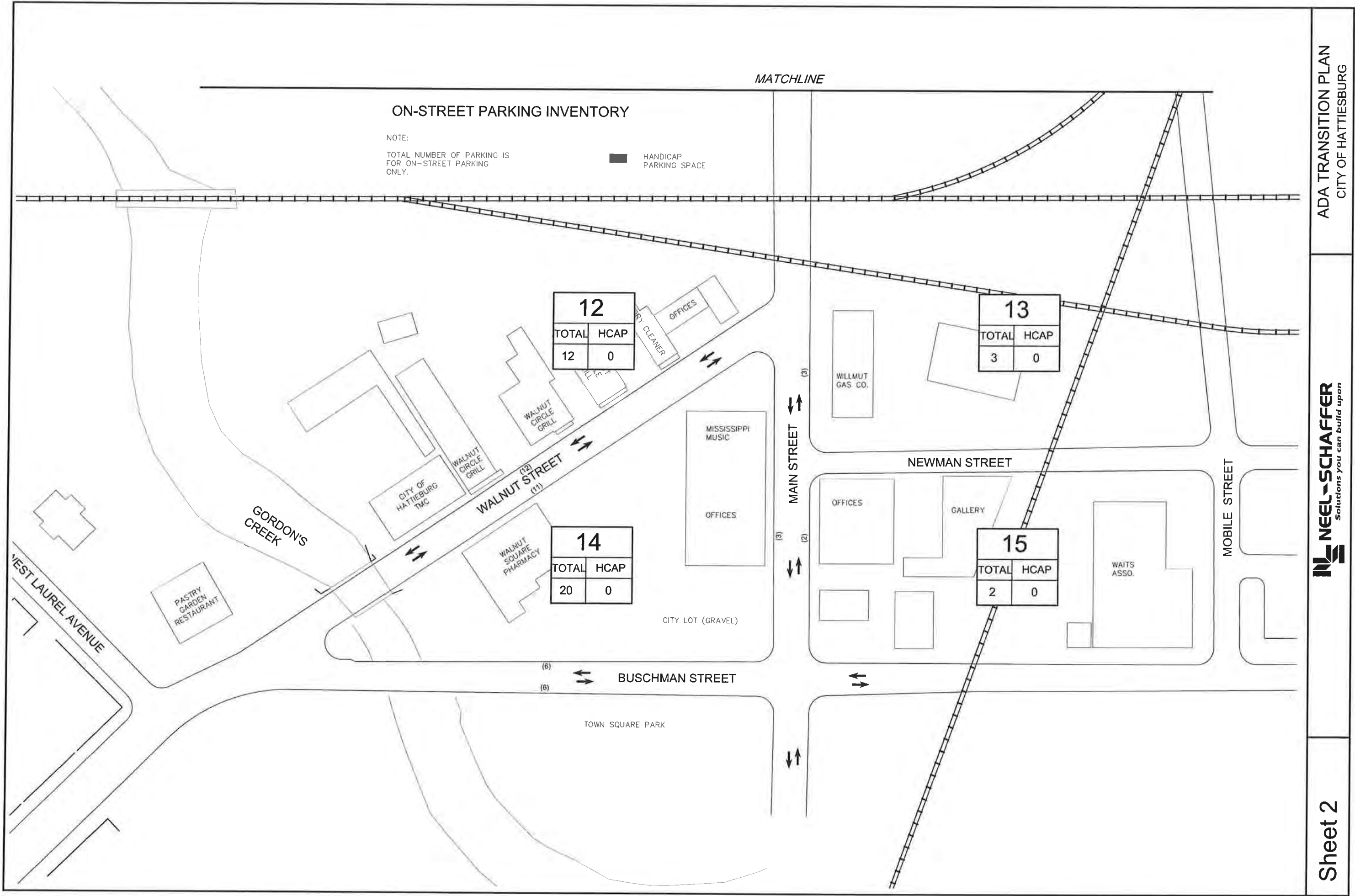
[illegible]

ON-STREET PARKING INVENTORY

NOTE:
TOTAL NUMBER OF PARKING IS
FOR ON-STREET PARKING
ONLY.

HANDICAP
PARKING SPACE







City of Hattiesburg, MS

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

Master

File Number: 2011-0354

File ID: 2011-0354

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Frazier Bolton

Cost:

File Created: 12/06/2011

Brief Title: Appointment of Whitney Harper as Municipal Deputy Court Clerk

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Acknowledge the receipt of appointment by Municipal Judge George Schmidt of Whitney Harper as Deputy Municipal Court Clerk.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-8

Sponsors:

Enactment Date:

Attachments: Appt. Deputy Court Clerk

Enactment Number:

Contact: Sharon Mark

Meeting Date: 12/20/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/6/2011	Eddie Myers	Approve	12/8/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2011-0354

Title

Acknowledge the receipt of appointment by Municipal Judge George Schmidt of Whitney Harper as Deputy Municipal Court Clerk.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

OATH OF OFFICE

I, Whitney Harper, DO SOLEMNLY SWEAR THAT I WILL FAITHFULLY SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA AND THE CONSTITUTION OF THE STATE OF MISSISSIPPI, AND OBEY THE LAWS THEREOF; THAT I AM NOT DISQUALIFIED FROM HOLDING THE OFFICE OF DEPUTY COURT CLERK OF THE CITY OF HATTIESBURG, MISSISSIPPI; THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF DEPUTY COURT CLERK OF SAID CITY, UPON WHICH I AM ABOUT TO ENTER. SO HELP ME GOD.

Whitney Harper

SWORN TO AND SUBSCRIBED BEFORE ME THIS, THE 2 DAY OF
December A.D., 2011

[Signature]
MUNICIPAL JUDGE



City of Hattiesburg, MS

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

Master

File Number: 2011-0373

File ID: 2011-0373

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/12/2011

Brief Title: RFQ for Qualified Eligible Contractor List

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs{Entitlement}.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-9

Sponsors:

Enactment Date:

Attachments: Notice to Bidders, QEC.instructions 2012, QEC Application and Checklist

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Franklyn Tate	Approve	12/14/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/15/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0373

Title

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.

Summary

Request for Qualifications - Qualified Eligible Contractors

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish twice in the Hattiesburg American

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, January 12, 2012, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of CDBG housing rehabilitation, HOME housing rehabilitation, CDBG Emergency Repair, HOME Reconstruction and related activities as needed for a period ending December 31, 2012 for the Department of Federal and State Programs - Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

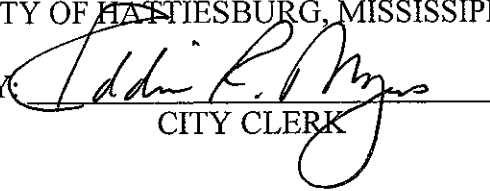
Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications" and the NAME OF THE ITEM ("Qualified Eligible Contractors") on which proposal is being submitted and the DATE OF BID OPENING ("January 12, 2012").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, 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 20th day of December 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY


CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, December 23, 2011; Friday, December 30, 2011

**CITY OF HATTIESBURG
DEPARTMENT OF FEDERAL AND STATE PROGRAMS**

**INSTRUCTIONS TO RESPONDENTS FOR CDBG AND HOME
PROGRAM SERVICES**

BID FORM

PROPOSAL FOR: Qualified Eligible Contractors for the purposes of CDBG housing rehabilitation, HOME housing rehabilitation, CDBG Emergency Repair, HOME Reconstruction and related activities as needed for a period ending December 31, 2012 for the Department of Federal and State Programs - Community Development Division.

Statements of Qualifications will be received until 10 a.m. Thursday, January 12, 2012 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403-1898. SOQs will be opened beginning promptly at 10 a.m., Thursday, January 12, 2012.

For questions or clarifications, respondents should contact:

Franklyn L. Tate, Director
Department of Federal and State Programs
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 554-1006

The undersigned Respondent agrees to comply with and provide the following services to the City of Hattiesburg:

Respondent shall furnish contracting or construction services associated with CDBG housing rehabilitation, HOME housing rehabilitation, CDBG Emergency Repair, HOME Reconstruction and related activities.

Successful respondents shall furnish and supervise any personnel needed to perform any necessary activities related to said services.

Successful respondents shall furnish all tools and equipment necessary to perform said services. Respondents shall provide a detailed equipment list using the attached form or a separate listing may be attached as needed.

[illegible]

Respondents must be licensed contractors with the State of Mississippi and the City of Hattiesburg by the deadline for submitting qualifications and must provide all the information indicated on the attached **Check List for Contractors**.

Successful respondents will be placed on list of Qualified Eligible Contractors for the City's CDBG and HOME programs. For each related residential rehabilitation, repair or reconstruction project contractors must submit bids based on a work write-up completed by the Department of Federal and State Programs' Community Development Division staff. Only contractors on the list of Qualified Eligible Contractors may bid on these CDBG and HOME projects. If there is no available contractor from the list, the City may use some other objective method of identifying contractors to complete the various related projects. Further, the City may use an alternative objective method of selecting contractors from the established list of QECs.

Successful respondents agree to comply with all federal, state, and city laws in performing the work contracted or assigned as a result of being placed on the City's list of QECs.

Successful respondents shall coordinate all work and related activities with the City's Department of Federal and State Programs.

Successful respondents agree to hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from participation in its CDBG and HOME programs.

It is understood that contractors may be removed from the list of QECs for failure to comply with terms and condition herein or any other violation of any federal, state or local law and/or regulation.

Respondents shall provide all company information identified on the attached form or use any alternative form or format containing a minimum of the information indicated.

NAME OF COMPANY

STREET/P.O. BOX ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER (DAY AND NIGHT)

FAX NUMBER

DATE OF BID

COMPANY OFFICIAL'S NAME & TITLE

COMPANY OFFICIAL'S SIGNATURE

SOCIAL SECURITY OR EMPLOYER ID NUMBER

DUNS NUMBER

**APPLICATION FOR ELIGIBILITY FOR QUALIFIED
CDBG/HOME PROGRAM GENERAL CONSTRUCTION CONTRACTOR**

General Construction Contractors/Remodelers who are interested in participating in CDBG/HOME Programs should answer the questions below and submit the information as noted.

By completing this application and providing the information requested it is understood that any/all information will be verified and references will be checked.

Date of application: _____

1. Name of Company: _____

Name of owner/owners: _____

Address: _____

Telephone No: _____ Fax No.: _____ E-mail address: _____

Name of Responsible Individual: _____

Address: _____

Telephone No: _____ Fax No.: _____ E-mail address: _____

2. Have you ever been or are you currently an employee of the City of
Hattiesburg? _____

If yes, please give the date(s) of employment _____

3. Please list all major equipment owned by you or your company.

- [illegible]

- A. Subcontractor Information (Please provide three subcontractor references).

-

Page 2 of 5

2. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

3. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

B. Material Suppliers (Please provide two material supply references).

1. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

2. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

C. *Prior Job References:

1. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

2. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

3. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

*Note: If no local jobs, please provide copies of pictures of prior jobs for our file.

CONTRACTOR'S APPLICATION CHECKLIST

Please attach the following information to your application:

- ☐ Copy of Privilege Tax License
- ☐ Copy of State Contractor's License, if applicable
- ☐ Copy of Liability Insurance
- ☐ Copy of Performance and Payment Bond
- ☐ Copy of Workmen's Compensation or a letter from your insurance agent that your company is not required to carry Workmen's Compensation Insurance

AUTHORIZATION FOR RELEASE OF INFORMATION

By my signature below I authorize the release of information by all subcontractors, references and others from the information supplied herein to the City of Hattiesburg Department of Urban Development Community Development – Entitlements Division.

Company Name

Authorized Representative Signature

Printed Name of Authorized Signatory

Date



City of Hattiesburg, MS

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

Master

File Number: 2011-0371

File ID: 2011-0371

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

Cost:

File Created: 12/12/2011

Brief Title: Advertising for Bids for Elevator Modernization for the Pine Street Parking Garage

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Approve Specifications and Authorize Publication of Advertisement for Elevator Modernization for the Pine Street Parking Garage

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-10

Sponsors:

Enactment Date:

Attachments: 12-20-Elevator Modernization NTB & Specs.pdf

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/12/2011	Eddie Myers	Approve	12/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2011-0371

Title

Approve Specifications and Authorize Publication of Advertisement for Elevator Modernization for the Pine Street Parking Garage

Summary

Advertising for Bids for Elevator Modernization for the Pine Street Parking Garage

Budget Information

001560.6380

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, January 19, 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:

ELEVATOR MODERNIZATION FOR PINE STREET PARKING GARAGE

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 20th day of December 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ELEVATOR MODERNIZATION FOR PINE STREET PARKING GARAGE

Bidder shall bid on furnishing the above service(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, January 19, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ELEVATOR MODERNIZATION FOR PINE STREET PARKING GARAGE
SUBMITTED BY 10:00 A.M. JANUARY 19, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 20th day of December A. D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

**AGREEMENT
FOR
ELEVATOR MODERNIZATION
FOR
PINE STREET PARKING GARAGE**

TABLE OF CONTENTS

Part 1	General
Part 2	Equipment and Summary of Work
Part 3	Modernization Equipment Features
Part 4	Installation Sequence and Schedule
Part 5	Tests
Part 6	Clean up and Purchaser Inspection
Part 7	Special Conditions
Part 8	Terms and Conditions

Elevator Modernization for Pine Street Parking Garage

PART 1 - GENERAL

- 1.01 This proposal covers the complete modernization of one(1) hydraulic elevator(s) located at Pine Street Parking Garage. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act(ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.03 Drawings. The contractor will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.04 Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, and will be paid by the contractor.
- 1.05 Wiring diagrams. Two(2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the purchaser.
- 1.06 Keys. Two(2) keys for each key switch specified will be furnished to the purchaser.

PART 2 - EQUIPMENT AND SUMMARY OF WORK

QUANTITY:	1	POWER UNIT:	Replace
CAPACITY:	2500	POWER SUPPLY:	Reuse Existing
SPEED:	150	LOGIC CONTROL:	Replace
STOPS:	5	CAR ENCLOSURE:	Reuse/Replace ceiling
OPENINGS:	5	SIGNAL FIXTURES:	Replace
CAR SIZE: PLATFORM:	Reuse Existing	DOORS:	Reuse
CLEAR INSIDE:	Reuse Existing	ENTRANCES:	Reuse
TRAVEL:	Existing	DOOR OPERATION:	Replace
WIRING:	Replace	JACK:	Reuse

Elevator Modernization for Pine Street Parking Garage

PART 3 - MODERNIZATION EQUIPMENT FEATURES

- 3.01 Car. Reuse existing.
- 3.02 Car Enclosure. Reuse car enclosure. Replace ceiling with new suspended ceiling with translucent diffusers.
- 3.03 Car Signal Fixtures. Replace.
- 3.04 Control & Drive Systems. Replace controller with TAC 20/32 Controller or equal.
- 3.05 Doors & Entrances. Reuse. Replace door operator with Smartech II Door Operator kit or equal.
- 3.06 Pit Equipment. Reuse.
- 3.07 Power Units & Jacks. Reuse.
- 3.08 Wiring. Replace both car and hall.

PART 4 - INSTALLATION SEQUENCE AND SCHEDULE

- 4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.
- 4.02 The elevator will be out of service in the performance of the work as specified.
- 4.03 Prior to commencing work, a work schedule will be submitted to the purchaser.

PART 5 - TESTS

- 5.01 Emergency fire service. Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 Test reports. Completed copies of test reports will be provided to the purchaser.
- 5.03 All required tests are to be performed during the regular working hours of the elevator trade.

Elevator Modernization for Pine Street Parking Garage

PART 6 - CLEAN-UP AND PURCHASER INSPECTION

- 6.01 Clean-up. The contractor will remove all debris resulting from work on this contract. In addition, will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.
- 6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and will require the correction of such without additional cost to the purchaser.

PART 7 - SPECIAL CONDITIONS

Performance of this contract is contingent upon purchaser furnishing the contractor with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at agreed rates for such work shall be added to the contract price.

The contractor shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to the purchaser. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter is furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

PART 8 - TERMS AND CONDITIONS

All work shall be performed in accordance with the latest revised edition(as of the date of this proposal) of the Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an

Elevator Modernization for the Pine Street Parking Garage

agreed addition to the contract price.

Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses imposed upon the elevator contractor as of the date of this proposal are included in the contract price. The purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the purchaser or the company on account thereof, by any law enacted after the date of this proposal.

Acceptance of installation. Upon notice from the contractor that the installation of the elevator has been completed, the purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of contractor's notice to owner, unless both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

Warranty. The contractor warrants the equipment installed under this contract against defects in material and workmanship for a period of one year from the date the elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one(1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

Title and ownership. The contractor retains title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by owner in any payment, or under any other provision of this contract, we may take immediate possession of the equipment

Elevator Modernization for the Pine Street Parking Garage

and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which maybe appropriate for us to file in public offices in order to perfect our security interest in such equipment.

The contractor shall comply with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. The contractor shall support the Equal Employment Opportunity and Affirmative Actions Compliance programs.

The contractor shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall the contractor be liable for any damages, nor any consequential, special or contingent damages. The contractor shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Purchaser's acceptance of this agreement will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in, or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should you acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.



City of Hattiesburg, MS

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

Master

File Number: 2011-0372

File ID: 2011-0372

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

Cost:

File Created: 12/12/2011

Brief Title: Advertising for Bids for Lettering & Graphics on
Nineteen New 2012 Dodge Chargers

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Approve Specifications and Authorize Publication of Advertisement for
Lettering & Graphics on Nineteen (19) New 2012 Dodge Charger Police
Cars

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-11

Sponsors:

Enactment Date:

Attachments: 12-20-HPD Lettering & Graphics for Chargers NTB &
Specs.pdf

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/14/2011	Eddie Myers	Approve	12/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0372

Title

Approve Specifications and Authorize Publication of Advertisement for Lettering & Graphics on Nineteen (19) New 2012 Dodge Charger Police Cars

Summary

Advertising for Bids for Lettering & Graphics on Nineteen New 2012 Dodge Chargers

Budget Information

001100.7400

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, January 19, 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:

**LETTERING AND GRAPHICS ON NINETEEN (19) NEW 2012 DODGE
CHARGER POLICE CARS**

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 20th day of December 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

SPECIFICATIONS FOR: LETTERING AND GRAPHICS ON NINETEEN (19) NEW 2012 DODGE CHARGER POLICE CARS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

Lettering and graphics – Bidders will need to contact Captain Tim Jackson at 601 297 9231 to set up a time to view a car. This will enable bidders to see the scope of work and amount of materials needed to complete the job.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, January 19, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

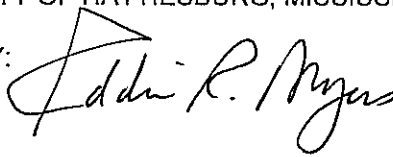
**BID
LETTERING AND GRAPHICS ON NINETEEN (19) NEW 2012 DODGE CHARGER
POLICE CARS
SUBMITTED BY 10:00 A.M. JANUARY 19, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 20th day of December A. D., 2011.

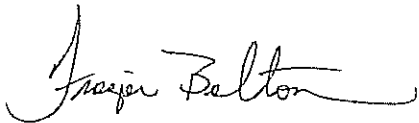
CITY OF HATTIESBURG, MISSISSIPPI

BY:



CITY CLERK

SPECIFICATIONS APPROVED BY:



POLICE DEPARTMENT



City of Hattiesburg, MS

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

Master

File Number: 2011-0374

File ID: 2011-0374

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

Cost:

File Created: 12/12/2011

Brief Title: Advertising for bids for Labor to Install Equipment in
Twenty 2012 Dodge Chargers

Final Action:

Minute Book Number: MB 2011-6/217

Title:

Approve Specifications and Authorize Publication of Advertisement for
Labor to Install Equipment in Twenty (20) New 2012 Dodge Charger Police
Cars

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-12

Sponsors:

Enactment Date:

Attachments: 12-20-HPD Install Equipment in Chargers NTB &
Specs.pdf

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/12/2011	Eddie Myers	Approve	12/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0374

Title

Approve Specifications and Authorize Publication of Advertisement for Labor to Install Equipment in Twenty (20) New 2012 Dodge Charger Police Cars

Summary

Advertising for bids for Labor to Install Equipment in Twenty 2012 Dodge Chargers

Budget Information

001100.7400

Purchasing Item

Sealed bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, January 19, 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:

LABOR TO INSTALL EQUIPMENT IN TWENTY (20) NEW 2012 DODGE CHARGER POLICE CARS

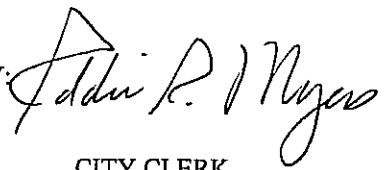
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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 20th day of December 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

SPECIFICATIONS FOR: LABOR TO INSTALL EQUIPMENT IN TWENTY (20) NEW 2012 DODGE CHARGER POLICE CARS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

Install sirens, speakers, lightbars, in car video system, radar, console, laptop computer, push bumpers, vehicle partitions, mobile radios in nineteen (19) 2012 Dodge Charger Police Cars

Install siren, speaker, interior lights, front and rear deck, console, push bumpers, mobile radio in one (1) 2012 Dodge Charger Police Car.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, January 19, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

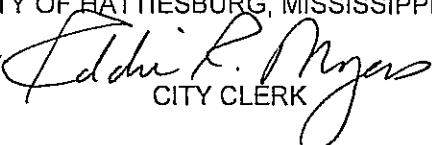
Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
LABOR TO INSTALL EQUIPMENT IN TWENTY (20) NEW 2012 DODGE CHARGER
POLICE CARS
SUBMITTED BY 10:00 A.M. JANUARY 19, 2012**

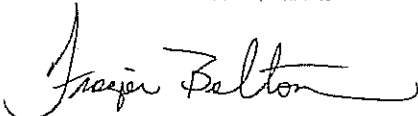
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 20th day of December A. D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY 
CITY CLERK

SPECIFICATIONS APPROVED BY:



POLICE DEPARTMENT



City of Hattiesburg, MS

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

Master

File Number: 2011-0380

File ID: 2011-0380

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

Cost:

File Created: 12/13/2011

Brief Title: Advertise for bids for Annual Firefighter and Hazmat Physicals

Final Action:

Minute Book Number: MB 2011-6/218

Title:

Approve Specifications and Authorize Publication of Advertisement for Annual Firefighter and Hazmat Physicals for the Hattiesburg Fire Department

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-13

Sponsors:

Enactment Date:

Attachments: 12-20-HFD Physicals NTB & Specs.pdf, Executed
12-20-HFD Physicals NTB & Specs

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0380

Title

Approve Specifications and Authorize Publication of Advertisement for Annual Firefighter and Hazmat Physicals for the Hattiesburg Fire Department

Summary

Advertise for bids for Annual Firefighter and Hazmat Physicals

.Purchasing Item

Sealed bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, January 19, 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:

ANNUAL FIREFIGHTER AND HAZMAT PHYSICALS

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 20th day of December 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

**SPECIFICATIONS FOR: ANNUAL FIREFIGHTER AND HAZMAT PHYSICALS FOR THE
HATTIESBURG FIRE DEPARTMENT**

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILS SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, January 19, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ANNUAL FIREFIGHTER AND HAZMAT PHYSICALS FOR THE HATTIESBURG
FIRE DEPARTMENT
SUBMITTED BY 10:00 A.M. JANUARY 19, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 20th day of December A. D., 2011.

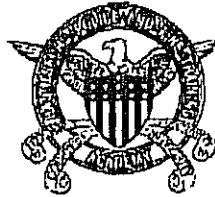
CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

FIRE DEPARTMENT



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Tony Fontaine
Director of Police Training*

*Battalion Chief Robert Pickering
Director of Fire Training*

*Lieutenant Terrence Bullock
Director of Police Training*

*Lieutenant Nicholas Hanetho
Training Officer Fire Dept.*

Bid Information for HFD Annual Firefighter & Hazmat Physicals

Specs for Physicals:

1. Pricing shall be on a per physical basis with pricing for a basic physical and pricing for hazmat physicals.
2. The range of participating employees will be basic physicals 50-75 and hazmat physicals 30-43.
3. Physicals shall be conducted at the Hattiesburg Police and Fire Training Academy.
4. Physicals for all participating employees shall be completed within a 45-day period.
5. Basic Physicals will include the following services:
 - a. EKG Stress Test, Pulmonary Function Test, Body Composite Test, Blood Work Up to consist of the following:
 - i. Chemistries – Glucose, Uric Acid, BUN, Sodium Serum, Potassium Serum, Chloride Serum, Calcium, Phosphorus, Protein Total, Albumin Serum, Globulin Total, Albumin/Globulin Ratio, Billirubin Total – liver function, Alkaline Phosphates – liver function, Lactic Acid Dehydrogenase, Serum Glutamic Oxidative Transaminase, Serum Glutamic Pyruvic Transaminase, Gamma Glutamic Transpeptidase and Iron Total
 - ii. Lipids – Cholesterol Total, Triglycerides, High Density Lipoprotein Cholesterol, Low Density Lipoprotein Cholesterol, Very Low Density Lipoprotein Cholesterol, Total Cholesterol/HDL Ratio and Estimated Coronary Heart Disease Risk
 - iii. Thyroid – Thyroid-Stimulating Hormone, Thyroxine, Triiodothyronine-Thyroid Hormone Binding Ratio and Free Thyroxine Index
 - iv. Complete Blood Count (CBC) – White Blood Count, Red Blood Count, Hemoglobin, Hematocrit, Mean Corpuscular Volume, Mean Corpuscular Hemoglobin, Mean Corpuscular Hemoglobin Concentration, Platelets, Polymorphonuclear, Lymphs, Monocytes, Eos and Basos



6. Hazmat Physicals will include the following services:
 - a. Basic Physical
 - b. Hands on Doctor/Nurse Practitioner Exam
 - c. PSA (prostate specific antigen)
 - d. Cholinesterase RBC blood screening
 - e. Heavy Metals blood screening

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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 20th day of December 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ANNUAL FIREFIGHTER AND HAZMAT PHYSICALS FOR THE HATTIESBURG FIRE DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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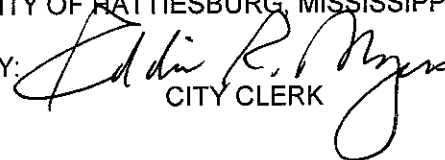
**BID
ANNUAL FIREFIGHTER AND HAZMAT PHYSICALS FOR THE HATTIESBURG
FIRE DEPARTMENT
SUBMITTED BY 10:00 A.M. JANUARY 19, 2012**

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APPROVED on this, the 20th day of December A. D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

FIRE DEPARTMENT



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Tony Fontaine
Director of Police Training*

*Battalion Chief Robert Pickering
Director of Fire Training*

*Lieutenant Terrence Bullock
Director of Police Training*

*Lieutenant Nicholas Hanetho
Training Officer Fire Dept.*

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3. Physicals shall be conducted at the Hattiesburg Police and Fire Training Academy.
4. Physicals for all participating employees shall be completed within a 45-day period.
5. Basic Physicals will include the following services:
 - a. EKG Stress Test, Pulmonary Function Test, Body Composite Test, Blood Work Up to consist of the following:
 - i. Chemistries – Glucose, Uric Acid, BUN, Sodium Serum, Potassium Serum, Chloride Serum, Calcium, Phosphorus, Protein Total, Albumin Serum, Globulin Total, Albumin/Globulin Ratio, Billirubin Total – liver function, Alkaline Phosphates – liver function, Lactic Acid Dehydrogenase, Serum Glutamic Oxidative Transaminase, Serum Glutamic Pyruvic Transaminase, Gamma Glutamic Transpeptidase and Iron Total
 - ii. Lipids – Cholesterol Total, Triglycerides, High Density Lipoprotein Cholesterol, Low Density Lipoprotein Cholesterol, Very Low Density Lipoprotein Cholesterol, Total Cholesterol/HDL Ratio and Estimated Coronary Heart Disease Risk
 - iii. Thyroid – Thyroid-Stimulating Hormone, Thyroxine, Triiodothyronine-Thyroid Hormone Binding Ratio and Free Thyroxine Index
 - iv. Complete Blood Count (CBC) – White Blood Count, Red Blood Count, Hemoglobin, Hematocrit, Mean Corpuscular Volume, Mean Corpuscular Hemoglobin, Mean Corpuscular Hemoglobin Concentration, Platelets, Polymorphonuclear, Lymphs, Monocytes, Eos and Basos



6. Hazmat Physicals will include the following services:

- a. Basic Physical
- b. Hands on Doctor/Nurse Practitioner Exam
- c. PSA (prostate specific antigen)
- d. Cholinesterase RBC blood screening
- e. Heavy Metals blood screening



City of Hattiesburg, MS

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

Master

File Number: 2011-0352

File ID: 2011-0352

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 12/05/2011

Brief Title: Privilege License Report for November 2011

Final Action:

Minute Book Number: MB 2011-6/218

Title:

Acknowledge receipt of Privilege License Report for the month of November, 2011 from the Tax Department, as percommendation.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-14

Sponsors:

Enactment Date:

Attachments: Privilege Lic for Nov 2011

Enactment Number:

Contact: Eddie Myers

Meeting Date: 12/20/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/6/2011	Eddie Myers	Approve	12/7/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0352

Title

Acknowledge receipt of Privilege License Report for the month of November, 2011 from the Tax Department, as percommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

December 5, 2011

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of November. The breakdown for this month's collection is as follows:

New Licenses	\$ 3,107.12
Renewed Licenses	\$ 5,804.00
Penalties	\$ 364.03

The grand total collected for October was **\$9,275.15.**

Respectfully,

Marilyn Schwandt
Deputy City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
November 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112275	30.00		BIO SOLUTIONS FRANCHISE CORP. 1161 JAMES STREET HATTIESBURG, MS 39401
0112277	30.00		ROLY POLY SANDWICHES 2902 HARDY ST, STE 90 TUPELO, MS 38802
0112281	20.00		DIRECT HD STORE 6152 HWY 98 STE 50 BILOXI, MS 39531
0112282	30.00		POSH BY SHANE 163 TURTLE CREEK DRIVE, SUITE 100 HATTIESBURG, MS 39402
0112283	20.00		"SPICE IT UP" EVENT SERVICES BY JEN 1408 CONCERT ST HATTIESBURG, MS 39401
0112284	30.00		HOLLIS ELECTRIC CO., INC. 4213 1ST. AVE NORTH ST. BIRMINGHAM, AL 35222
0112289	20.00		JAY YAWN CONSTRUCTION LLC 5360 HWY 11 PURVIS, MS 39475
0112296	20.00		A & D ELECTRICAL & LIGHTING 37 ABRACADABRA LANE LUMBERTON, MS 39455
0112301	20.00	3.20	THE PEOPLE'S INCOME TAX SERVICE 2415-A WEST 4TH STREET H'BURG, MS COLLINS, MS 37428
0112307	1,840.00		DICK'S SPORTING GOODS 1000 TURTLE CREEK ROAD CORAOPOLIS, PA 15108
0112310	20.00		OAK GROVE ENDODONTICS, PLLC 16 OFFICE PARK DR. STE #1 FLOWOOD, MS 39232
0112334	30.00		COFFEE BEAN EXPRESS LLC 5266 OLD HWY 11 STE-70-121 HATTIESBURG, MS 39402
0112338	20.00		LANDA'S SWEETS 713 GRACE AVE HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
November 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112358	20.00		LEON SOLUTIONS 110 ROSS BLVD, APT T HATTIESBURG, MS 39401
0112368	20.00		LOUISIANA SEAFOOD CONNECTION 6409 HWY 98 W HATTIESBURG, MS 39402
0112400	30.00		AHA CONTRACTING, LLC 100 WATERS LAKE LANE WOODSTOCK, GA 30188
0112403	335.00		CITY HEIGHTS 620 CAMPBELL LOOP SUMRALL, MS 39482
0112404	20.00		BLESSED HANDS MAID/CLEANING SERVICE 609 N. 25TH, APT 10 HATTIESBURG, MS 39401
0112405	307.12		CLUB GROOVE 1715 COUNTRY CLUB ROAD H'BURG, MS PETAL, MS 39465
0112406	30.00		MCINNIS BUILDERS LLC PANAMA CITY BEACH, FL PANAMA CITY BEACH, FL 32413
0112407	20.00		R AND M SERVICES 126 HAROLD TUCKER RD PURVIS, MS 39475
0112414	20.00		LIFE CHANGING CENTER DEVELOPMENT 120 BARKLEY ROAD HATTIESBURG, MS 39401
0112420	30.00		DIAMOND R ELECTRIC 718 N MAIN STREET, ENTERPRISE, AL ENTERPRISE, AL 36330
0112421	30.00		DIAMOND R PLUMBING 718 N MAIN STREET, ENTERPRISE, AL ENTERPRISE, AL 36330
0112425	75.00		MY IMAGINATION STATION, LLC 6555 US HWY 98 WEST HATTIESBURG, MS 39402
0112426	20.00		EMBROID THAT 219 S 40TH AVE HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
November 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112427	20.00		MARIE SPIRITUAL READINGS 914 W PINE ST HATTIESBURG, MS 39401

27 3,107.12 3.20

PRIVILEGE LICENSE MONTHLY REPORT
November 2011

Voided Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112287	20.00		VITAL CARE COMPOUNDER 115 S.40TH AVE. HATTIESBURG, MS 39402
0112392	92.50	41.62	GULF STATES AIRGAS, INC. 5706-A HWY 49 S DAPHNE, AL 36526
0112393	92.50	30.52	GULF STATES AIRGAS, INC. 5706-A HWY 49 S DAPHNE, AL 36526
0112394	92.50	19.42	GULF STATES AIRGAS, INC. 5706-A HWY 49 S DAPHNE, AL 36526
0112395	92.50		GULF STATES AIRGAS, INC. 5706-A HWY 49 S DAPHNE, AL 36526

5	390.00	91.56	

✓ OK

126 5,804.00 360.83

Total Collection For November

New Licenses	3,107.12
Renewed Licenses	5,804.00
Penalties	364.03
Grand Total	9,275.15



City of Hattiesburg, MS

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

Master

File Number: 2011-0353

File ID: 2011-0353

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 12/05/2011

Brief Title: Proofs of Publication for November, 2011

Final Action:

Minute Book Number: MB 2011-6/218

Title:

Acknowledge Proofs of Publication for the month of November, 2011.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-15

Sponsors:

Enactment Date:

Attachments: Proof of Publication 12-20-11

Enactment Number:

Contact: Eddie Myers

Meeting Date: 12/20/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/6/2011	Eddie Myers	Approve	12/7/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0353

Title

Acknowledge Proofs of Publication for the month of November, 2011.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1040-4150

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

10/26/2011
10/26/2011
10/26/2011
11/2/2011

Size: 720 words / 1.00 col. x 175.00 lines
Published: 2 time(s)
Total: \$163.65

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/2/2011.

Jennifer J. Brogdon
Notary Public

NOV. 2, 2011
Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200381450
HIGHWAY 11 PARKWAY BLVD

SECTION 901
ADVERTISEMENT FOR
BIDS

Project No. STP-9339-
00(008) LPA106005-
701000

NOTICE is hereby given
that the City Clerk of the
City of Hattiesburg, Missis-
sippi, will receive bids for
Intersection Improvements
on U.S. Highway 11 at the
Intersection of Parkway
Boulevard for a total project
length of 0.354 miles. Proj-
ect No. STP-9339-
00(008) LPA106005-
701000, no later than 10:00
A.M. Local Time, Novem-
ber 22, 2011, at the City
Clerk's office located at 200
Forrest St., Hattiesburg,
Mississippi. All bids so re-
ceived will be publicly
opened and read aloud.

The work shall consist es-
sentially of the following
items:
Highway 11 S Traffic Signal
at Parkway Blvd. All other
related items of work re-
quired to complete the proj-
ect as shown and specified
in the Contract Documents.

The above general outline
of features of the work does
not in any way limit the re-
sponsibility of the Contractor
to perform all work and
furnish all plant, labor,
equipment and materials
required by the specifica-
tions and the drawings re-
ferred to therein.

The attention of bidders is
directed to the Contract
Provisions governing selec-
tion and employment of la-
bor. Minimum wage rates
for Federal-Aid projects
have been predetermined
by the secretary of Labor
and are subject to Public
Law 87-581 Work Hours
Act of 1962, as set forth in
the Contract Provisions.

The City of Hattiesburg,
Mississippi hereby notifies
all Bidders that it will effec-
tively insure that in any
contract entered into pur-
suant to this advertisement,
disadvantaged and wom-
en's business enterprises
will be afforded the full op-
portunity to submit bids in
response to this invitation
and will not be discriminat-
ed against on the grounds
of race, color, or national
origin in consideration for
an award.

The award of this contract
will be contingent upon the
Contractor satisfying the
DBE/WBE requirements.

The Contract Documents
are on file and may be ex-
amined at the following lo-
cation:

J. Shows, Deaman and
Watts, Inc., 301 2nd
Hattiesburg, Mis-

All documents required for
bidding purposes may be
obtained from Shows,
Deaman and Watts, Inc., lo-
cated at 301 2nd Avenue,
Hattiesburg, Mississippi,
39401 or (Mailing Address:
P.O. Box 17112 Hatties-
burg, MS 39403-1711)
upon payment of \$100.00
for each set, which will not
be refunded.

Each bid shall be accompa-
nied by a Certified Check
or a money order for a
Bidder's Bond issued by a
Surety Company licensed
to operate in the State of
Mississippi, in the amount
of five percent (5%) of the
total bid price, payable to
the City of Hattiesburg, as
bid security. Bidders shall
also submit a current finan-
cial statement, if requested
by the City. The successful
bidder will be required to
furnish a Contract Bond in
the amount of one hundred
percent (100%) of the con-
tract amount.

The proposal and contract
documents in its entirety
shall be submitted in a
sealed envelope and de-
posited with the City Clerk,
200 Forrest St. Hattiesburg,
Mississippi prior to the hour
and date above designated.
No bidder may withdraw his
bid within sixty (60) days of
the date of actual bid
opening without Owner's
consent.

Work to be performed shall
be in accordance with the
Mississippi State Highway
Standard Specifications for
Road and Bridge Construc-
tion, 2004, together with all
amendments and/or special
provisions and/or addenda
to the standard 2007 ap-
proved and adopted, unless
otherwise noted in these
specifications.

The attention of Bidders is
directed to the provisions of
Subsection 102.07, pertain-
ing to irregular proposals
and rejection of bids.

PUBLISHED by Order of
the City Council on the 18th
day of October A.D., 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/
Eddie R. Myers, City Clerk

PUBLISH: October 26,
2011; November 2, 2011

1040.6/50

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

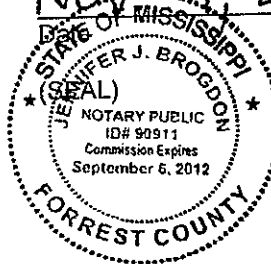
10/28/2011
10/28/2011
10/28/2011
11/4/2011

Size: 398 words / 1.00 col. x 92.00 lines
Published: 2 time(s)
Total: \$92.81

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/4/2011.

Jenny J. Brogdon
Notary Public
Nov 4, 2011



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200380757
DEMO NOTICE TO BIDDERS

NOTICE TO BIDDERS
NOTICE is hereby given that the City of Hattiesburg, Mississippi, will receive BIDS, until 10:00 A.M. Thursday, December 1, 2011, in the City Clerk's Office in the City Hall for the following:
Demolition and debris removal of the following property (2) properties located in the City of Hattiesburg:
808 West 5th Street
221 Freda Avenue
908 Gulfport Street
725 Memphis Street
200/202 Old Airport Road
549 Perry Street
103 Independence Avenue
This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant which encourages economic opportunities for low to moderate income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a Section 35 business component. Certain preference may be awarded by Section 35 businesses or smaller on Section 35 and the preference can be found in the instructions to bidders.
INSTRUCTIONS TO BIDDERS are on file in the Office of the Clerk, P.O. Box 1658, 2001 Forest Street, Hattiesburg, Mississippi 39402-1808, (601) 545-4552, which may be obtained upon request.
Each BID must be received in a sealed envelope which is marked in the lower left hand corner with the NAME OF THE ITEM (2011 CBG Demolition List #2) for which the bid is being submitted; and the DATE OF BIDS OPENING (12/01/2011).
The lowest and best bidder will be awarded the contract subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, as Annotated, as Amended, and other applicable State and Federal Law, but the Council reserves the right to reject any or all bids received and to waive any formalities.
PUBLISHED by Order of the Council on the 18th day of October 2011.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie R. Myers
CITY CLERK
(SEAL)
Johnny DuPre, Mayor
PUBLISH: October 28,

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200380762
NOA MICROENTERPRISE ASSISTANCE

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

10/28/2011
10/28/2011
11/4/2011

Size: 565 words / 1.00 col. x 155.00 lines
Published: 2 time(s)
Total: \$129.30

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/4/2011.

Jennifer J. Brogdon
Notary Public

Nov. 4, 2011
Date



NOTICE OF
AVAILABILITY
OF COMMUNITY
DEVELOPMENT
BLOCK GRANT
MICROENTERPRISE
ASSISTANCE PROGRAM
FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2011 Action Plan (a component of its 2008-2012 Consolidated Plan) is accepting proposals for Microenterprise Assistance awards. Eligible organizations include for-profit microenterprise organizations operating within the City limits of Hattiesburg, Mississippi. A microenterprise is defined as a business consisting of five (5) or fewer employees including the owner(s). Program guidelines limit awards to \$25,000. However, should be known that awards are more likely to be made in increments of \$15,000 or less.

Eligible recipients include those benefiting low to moderate-income individuals by way of job creation. Jobs created must be made available to low to moderate-income individuals.

Each proposal must be delivered to the Office of the City Clerk, P.O. Box 1098, 200 Forrest Street, Hattiesburg, Mississippi 39403-1098, (899) 545-4522 or (899) 39403-1898, or delivered into City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 39105-4100.

PUBLISHED by Order of the Council on the 35th day of October 2011.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Edie R. Mayot
CITY CLERK

(SEAL)

Edie R. Mayot, Mayor

PUBLISHED October 28,
2011, November 4, 2011.

A/C Power, CD

1040.6/50

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/2/2011
11/2/2011
11/9/2011

Size: 321 words / 1.00 col. x 80.00 lines

Published: 2 time(s)

Total: \$75.62

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/9/2011.

Jennifer J. Brogdon
Notary Public

NOV. 9, 2011

Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200381452
1207S2_ADV

ADVERTISEMENT FOR BIDS:
NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until December 1, 2011 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:
592 PROGRAM: SEWER REHABILITATION, CONTRACT NO. 2, HATTIESBURG, MISSISSIPPI
Plans, Specifications, and proposal forms may be obtained from: Shows, Deaman & 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:
592 PROGRAM: SEWER REHABILITATION, CONTRACT NO. 2, HATTIESBURG, MISSISSIPPI
No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated, and Amended, and other applicable State law; but, the Council reserves the right to reject any or all proposals received and to waive informalities.
PUBLISHED by Order of the Council on the 18th day of October A.D., 2011.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie R. Myers/s/
Eddie R. Myers, City Clerk
Publish: November 2 & 9, 2011
0200381452-01

1040.6/50

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/9/2011
11/9/2011
11/13/2011

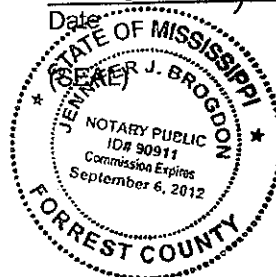
Size: 182 words / 1.00 col. x 47.00 lines
Published: 2 time(s)
Total: \$45.04

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/13/2011.

Jennifer J. Brogdon
Notary Public

Date Nov. 13, 2011



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383355
BROWNSFIELD CLEANUP

Public Meeting Notice
The City of Hattiesburg is seeking to secure funding through the Fiscal Year 2012 EPA Brownfields Cleanup Grant program to address recognized environmental concerns associated with property located adjacent to the Leaf River and South of Gordon's Creek. Recognized environmental concerns were revealed during environmental site assessments conducted as part of the City's Brownfields Coalition Assessment Grant process. To provide an opportunity for public input into the grant process, the City of Hattiesburg will conduct a public meeting on Monday, November 14, 2011 at 5:30 p.m. at the Hattiesburg Intermodal Facility located at 308 Newman Street, Hattiesburg, Mississippi. The purpose of the meeting is to provide details concerning the proposed grant application and to give the public an opportunity to provide input into the grant application process. A completed draft of the proposed grant application can be obtained at the Hattiesburg City Clerk's office located at 200 Forrest Street, Hattiesburg, Ms 39403 or by calling (601) 545-1555.
Publish: 11/09/11 3
11/13/11
0200383355-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/10/2011
11/10/2011
11/10/2011

Size: 312 words / 1.00 col. x 87.00 lines

Published: 1 time(s)

Total: \$42.69

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/10/2011.

Jennifer J. Brogdon
Notary Public

Nov. 10, 2011
Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200382809
2011 ADA TRANSITION PLAN

NOTICE OF COMMENT
PERIOD AND PUBLIC
MEETING REGARDING
THE
2011 ADA TRANSITION
PLAN FOR PUBLIC
RIGHT-OF-WAYS FOR
THE
CITY OF HATTIESBURG
The City of Hattiesburg
(The City) has substantially
completed its ADA Transi-
tion plan for public right-of-
ways in accordance with
the Proposed Accessibility
Guidelines for Pedestrian
Facilities in the Public
Right-of-Way (July 20, 2011). The plan includes, among
other things, a pro-
gram to upgrade pedestrian
facilities and bring them into
compliance with ADA
Standards.
A copy of the plan is avail-
able for inspection during
normal business hours at
City Hall and at the library
of Hattiesburg, Petal, and
Forrest County. In addition,
a copy of the plan will be
available for inspection on
the City's website
(www.hattiesburg.ms.gov).
The City has designated
November 11, 2011, until
December 10, 2011 at 5:00
p.m. as a 30-day comment
period concerning the ADA
Transition Plan. Comments
must be submitted in writing
to the office of Neel-
Schaffer, Inc. Written com-
ments can be mailed or de-
livered to the address listed
below.
The City will hold a public
hearing on November 15,
2011, at 5:00 p.m. The
hearing will be in regards to
the ADA Transition Plan
and will be held at the Hat-
tiesburg Cultural Center.
The purpose of the public
hearing is to answer any
questions regarding the
plan and provide the gen-
eral public a forum to make
comments.
Hattiesburg Cultural
Center
723 Main Street
Hattiesburg, MS 39401
Library of Hattiesburg
Petal, and Forrest County
329 Hardy Street
Hattiesburg, MS 39401
City Hall
P.O. Box 1696
Hattiesburg, MS 39403
1896
Physical Address:
200 Forrest Street
Hattiesburg, MS 39401
Neel-Schaffer, Inc.
P.O. Box 1487
Hattiesburg, MS 39403
1487
Physical Address:
704 Hardy Street
Hattiesburg, MS 39401

Publish: 11/10/11
0200382809-01

6090.6/68

Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
CABLE TELEVISION
0200383218 & 0200383219

PERSONALLY appeared before me, the
undersigned notary public in and for Forrest
County, Mississippi,

Horton

the HATTIESBURG
spaper published in the
st County, Mississippi
ates that the notice, a true
attached, appeared in the
as follows:

cation:

, 2011

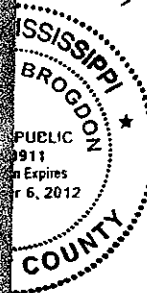
ES)

frican

J. Burgdon
Public

before me on

10, 2011



48 Thursday, November 10, 2011

ORDINANCE NO. 111

AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE TO COMCAST OF SOUTHERN MISSISSIPPI, INC. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF HATTIESBURG, MISSISSIPPI, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE, PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY, AND PRESCRIBING OTHER PROVISIONS HEREIN.

Section 1. The City Council of the City of Hattiesburg, Mississippi, hereby grants a franchise to Comcast of Southern Mississippi, Inc. to construct, operate, and maintain a cable television system in the City of Hattiesburg, Mississippi, subject to the terms and conditions set forth in this Ordinance.

The City intends, by the adoption of this Ordinance, to promote the development of a cable television system in the City of Hattiesburg, Mississippi, and to provide for the regulation and use of the cable system and the public rights-of-way, and to prescribe other provisions herein.

Adoption of this Ordinance, in the judgment of the City Council, is in the best interests of the City of Hattiesburg, Mississippi.

SECTION 2. SHORT TITLE AND PURPOSE

Short Title. This Franchise Ordinance shall be known and may be cited as the "Cable Television Franchise Ordinance."

Purpose. The purpose of this Ordinance is to provide for the regulation and use of the cable system and the public rights-of-way, and to prescribe other provisions herein.

Section 3. DEFINITIONS

Section 4. FRANCHISE GRANT

Section 5. FRANCHISE CONDITIONS

Section 6. FRANCHISE RENEWAL

Section 7. FRANCHISE TERMINATION

Section 8. FRANCHISE TRANSFER

Section 9. FRANCHISE ASSIGNMENT

Section 10. FRANCHISE SUBLEASE

Section 11. FRANCHISE SUBSIDIARY

Section 12. FRANCHISE SUBSIDIARY

Section 13. FRANCHISE SUBSIDIARY

Section 14. FRANCHISE SUBSIDIARY

Section 15. FRANCHISE SUBSIDIARY

Section 16. FRANCHISE SUBSIDIARY

Section 17. FRANCHISE SUBSIDIARY

Section 18. FRANCHISE SUBSIDIARY

Section 19. FRANCHISE SUBSIDIARY

Section 20. FRANCHISE SUBSIDIARY

Section 21. FRANCHISE SUBSIDIARY

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Section 27. FRANCHISE SUBSIDIARY

Section 28. FRANCHISE SUBSIDIARY

Section 29. FRANCHISE SUBSIDIARY

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Section 31. FRANCHISE SUBSIDIARY

Section 32. FRANCHISE SUBSIDIARY

Section 33. FRANCHISE SUBSIDIARY

Section 34. FRANCHISE SUBSIDIARY

Section 35. FRANCHISE SUBSIDIARY

Section 36. FRANCHISE SUBSIDIARY

Section 37. FRANCHISE SUBSIDIARY

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383233
Hattiesburg-Petal-Forrest-Lamar Metropol

Hattiesburg-Petal-Forrest-
Lamar Metropolitan Plan-
ning Organization

OPEN FORUM PUBLIC MEETING

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Policy Committee in conjunction with the Mississippi Department of Transportation is hosting an open house public meeting to allow review and comment on the Draft Statewide Transportation Improvement Plan (STIP) and the local Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Transportation Improvement Plan (TIP). The STIP and TIP is a four-year listing of planned transportation improvement activities statewide and in the Hattiesburg Urbanized Area. In addition, this public notice will serve to fulfill the public participation requirements under FTA Section 6307 Program Projects for the City of Hattiesburg's Hub City Transit (HCT) system. The meeting will be held:

The Hattiesburg
Intermodal Facility
Community Room
308 Newman Street
Hattiesburg, MS
November 14, 2011
4:00 p.m. until 7:00 p.m.

During the come and go type meetings, individuals will be able to review the draft at their leisure and speak with MDOT and HPFL-MPO representatives. The hearing will begin at 4:00 p.m. until 7:00 p.m. No formal presentations will be made.

The Draft HPFL-MPO Transportation Improvement Plan is also available for review and comment on the internet at <http://www.hattiesburgms.com/html/download.html> or www.GoMDOT.com and in the HPFL-MPO Offices at the Hattiesburg Intermodal Facility (Train Depot). Individuals who do not have the use of a computer are encouraged to visit their local public library for access to the World Wide Web. If you prefer, you may call HPFL-MPO at (601) 545-6259 to request a copy of the draft plan.

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization adheres to the Americans with Disability Act and will make reasonable modifications for access to their meetings upon request. Request must be received at least two days in advance upon any meeting in order to allow the MPO time to provide requested services. If you have any additional questions, please contact Christine L. Brown, MPO Manager 601.545.6259.

Publish 11-10-11
0200383233-01

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/10/2011
11/10/2011

Size: 361 words / 1.00 col. x 97.00 lines

Published: 1 time(s)

Total: \$48.32

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/10/2011.

Jennifer J. Brogdon
(Notary Public)

Nov. 10, 2011
Date



Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
RESOLUTION
NOVEMBER 2011

WHEREAS, the Mayor and City Council of the City of Hattiesburg,

WHEREAS, the additional appropriation needed is in excess of ten 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorize

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$533,825	\$69,341

Section 2. That the following budget amendments are hereby authorize

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$991,050	\$197,073

Section 3. That the following budget amendments are hereby authorize

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$51,775	\$6,797

Section 4. That the following budget amendments are hereby authorize

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$120,902	\$30,000

Section 5. That the following budget amendments are hereby authorize
Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$3,409,405	\$537,296

Section 6. That the following budget amendments are hereby authorize

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$1,215,000	\$196,500

Section 7. That the following budget amendments are hereby authorize

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$5,379,900	\$652,800

Section 8. That the following budget amendments are hereby authorize

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS
\$2,450,000	\$816,000

Section 9. That the following budget amendments are hereby authorize
Fund Balance:

1/2 cup white wine
2 cups reduced-sodium
chicken broth
3 tablespoons all-purpose
flour

Heat the oven to 350 F. Arrange
a rack in a large roasting pan.
Scatter the onion and carrot
chunks beneath the rack.

Using a food processor, a spice
grinder or a mortar and pestle,
grind together the brown sugar,
smoked paprika, chili powder,
onion powder, cayenne pepper,
garlic powder, 1 teaspoon black
pepper, 2 teaspoons salt, and
the dried thyme.

Rub the olive or vegetable oil all
over the surface of the turkey,
then rub the sugar-spice mix-
ture all over the turkey. Be sure
to rub some under the skin as
well as inside the cavity.

Arrange the turkey on the rack in

'Yes, Virginia,

THE YELLOW-BELLIED
SAPSUCKERS are
back. What? You didn't
know that they had left
in the first place? Oh, I see
now. You're one of those
people who believe that
Yellow-bellied Sapsuckers
are an invention of Bugs



important species in North
America, providing emer-
gency rations for a host of
critters.
Yes, Virginia, there is a
Yellow-bellied Sapsucker,
but I'm afraid that I've got
some bad news for you
about Bugs and Elmer.

trees. Birches are popular
up North, while poplars
and black gums seem to be
favorites here in the South.
Our winter females set
up territories and work a
circuit as steady as a New
England farmer in his
sugar-bush during maple
syrup season. And the sap-
suckers are

shallow, evenly spaced
holes, but these holes will
be enlarged into window-
pane-like squares. They
drill much deeper holes
deep into the trunk of the
tree to get to the sweetest
sap. The birds don't really
suck sap. They actually lap
up sap with their feathery
tongues, but, in spite of my

often an-
presence by
it gutter or
sign and
at their claim
where the sap
is in. You see,
he sap. Sap-
monitions of
two kinds of
to collect

1040.6162

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200382987
ORDINANCE 3076

ORDINANCE NUMBER
3076 OF THE
CITY OF HATTIESBURG,
MISSISSIPPI
AN ORDINANCE
CHANGING AND
AMENDING THE
COMPREHENSIVE
ZONING DISTRICT MAP,
ADOPTED AS PART OF
THE
COMPREHENSIVE
ZONING ORDINANCE NO.
2330, AS AMENDED,
OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI,
SO AS TO DESIGNATE
THE ZONING CLASSIFI-
CATION OF CERTAIN
ANNEXED PROPERTY
LOCATED AT:
6487 US HWY 98
(PARCEL #053R-08-046;
PPIN 21301, WARD 3) TO
B-5 (REGIONAL BUSI-
NESS DISTRICT)
IN THE CITY OF
HATTIESBURG, MIS-
SISSIPPI.

BE IT ORDAINED BY THE
MAYOR AND COUNCIL
OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

SECTION 1. That, the
Comprehensive Zoning Dis-
trict Map, adopted as part
of the Comprehensive Zon-
ing Ordinance No. 2330, as
amended, of the City of
Hattiesburg, Mississippi, be
and the same is hereby
changed and amended.
The Hattiesburg Planning
Commission recommended
to APPROVE said designa-
tion in zoning. The City
Council approved the land
described as follows be-
ing as follows:

407 US Hwy 98,
a part of the SE 1/4 of the
1/4 of Section 8, Town
14 North, Range 14
in the County of La-
fayette, State of Mississippi,
a part of Lot 43 of the
Hills Subdivision, as
the 11th day of July,
1974, in the 2nd
Chancery Clerk's
being more par-
ticularly described as fol-
lows: at the
corner of the Lot
lying in Sub-
division or plat
in the office
of the Clerk of
Mississippi,
on the
day line of
the 23
West
line
of the
lot
No. 43

near this Or-
dinance take effect and be
in force thirty (30) days
from and after passage as
provided by law.
The foregoing Ordinance
having been read and
writing the same was intro-
duced by Council member
Carroll, seconded by
Council member Naylor
and was adopted by the fol-
lowing vote to-wit:

YEAS:
Bradley
Delgado
Carroll
Ware
Naylor
NAYS: None

THE President, thereby
declared the motion carried
and the foregoing Ordinance
adopted and approved, this
day of September
A.D. 2011.

(SEAL)

ATTEST:
Debra K. Bernardo, Jr.
CLERK OF COUNCIL

ADOPTED:
Kim Bradley, Jr.
PRESIDENT

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/11/2011
11/11/2011
11/11/2011

Size: 819 words / 1.00 col. x 198.00 lines
Published: 1 time(s)
Total: \$103.41

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/11/2011.

Jennifer J. Brogdon
Notary Public

Nov. 11, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1040.6160

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/11/2011
11/11/2011
11/11/2011

Size: 728 words / 1.00 col. x 191.00 lines

Published: 1 time(s)

Total: \$92.61

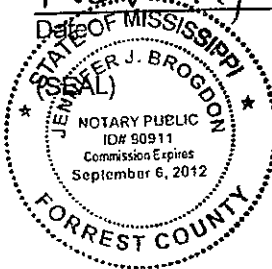
Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/11/2011.

Notary Public

NOV 11, 2011



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200382988
ORDINANCE 3075

ORDINANCE NUMBER
3075 OF THE
CITY OF HATTIESBURG,
MISSISSIPPI

AN ORDINANCE CHANG-
ING AND AMENDING THE
COMPREHENSIVE
ZONING DISTRICT MAP
ADOPTED AS PART OF
THE
COMPREHENSIVE
ZONING ORDINANCE NO.
2330, AS AMENDED,
OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI
SO AS TO DESIGNATE
THE ZONING CLASSIFI-
CATION OF CERTAIN
ANNEXED PROPERTIES
LOCATED AT:
2603 OAK GROVE ROAD
(PARCEL # 056E-14-
015.000, PPIN 027828-
WARD 3) AND 2603A OAK
GROVE ROAD (PARCEL #
056E-14-0168.000, PPIN
027829, WARD 3) TO B-3
(COMMUNITY BUSINESS
DISTRICT)

IN THE CITY OF
HATTIESBURG MIS-
SISSIPPI

BE IT ORDAINED BY THE
MAYOR AND COUNCIL
OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

SECTION 1. That, the
Comprehensive Zoning Dis-
trict Map, adopted as part
of the Comprehensive Zon-
ing Ordinance No. 2330, as
amended, of the City of
Hattiesburg, Mississippi be
and the same is hereby

YEAS:
Bradley
Delgado
Carnell
Ware
Naylor

NAYS: None

THE President hereby
declared the motion carried
and the foregoing Ord-
inance adopted and ap-
proved, this the 20th day
of September A.D., 2011.

(SEAL)

ATTEST:
Debra K. Bernardo /s/
CLERK OF COUNCIL

ADOPTED:
Kim Bradley /s/
PRESIDENT

THE above and foregoing
Ordinance, having been
submitted to and approved
by the Mayor, this the 20th
day of September, A.D.,
2011.

ATTEST:
Eddie R. Myers /s/
CITY CLERK

Johnny L. DuPre /s/
MAYOR

Publish: 11/11/11

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1001-2224

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200384266
PUBLIC NOTICE DECEMBER

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/18/2011
11/18/2011

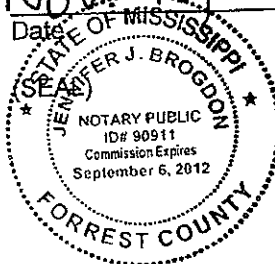
Size: 607 words / 1.00 col. x 134.00 lines
Published: 1 time(s)
Total: \$77.84

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/18/2011.

Jennifer J. Brogdon
Notary Public

NOV 18, 2011
Date



PUBLIC HEARING
NOTICE is hereby given that a petition has been filed by Dennis L. Pierce, owner and represented by Darian A. Pierce, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance, No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain property located at 21004 South 28th Avenue (Parcel 25-1037-37, PPIN 027164, Ward 4) from B-2 (Neighborhood Business) District to B-3 (Community Business) District, said property being more particularly described as follows:

A parcel of land located in the NW 1/4 of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at the SW Corner of the said NW 1/4 of NW 1/4, thence run North 89 degrees 48 minutes 00 seconds East along the south line of the said NW 1/4 of the NW 1/4 for 210.00 feet; thence run North 00 degrees 28 minutes 00 seconds East for 155 feet to crimp top pipe found on the northern right-of-way line of

citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this 14th day of November A.D. 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers Jr.
CITY CLERK

(SEAL)

Printed November 18, 2011

0200384266

H 12998

HALC

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1001.2224

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200384274
PUBLIC NOTICE LAND MANAGEMENT

PUBLIC HEARING
NOTICE is hereby given that a petition has been filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006276, Ward 5) from R-1A (Single-Family Residential) to R-3 (High Density Residential). Said property being more particularly described as follows, to-wit:

A parcel of land located in the SE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 29, Township 7 N, Range 13 W, Forrest County, Mississippi, and being more particularly described as follows:

Commence at the southwest corner of Section 32, thence run North for 4906.11 feet, thence run East for 584.04 feet to a point on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/18/2011
11/18/2011
11/18/2011

Size: 528 words / 1.00 col. x 124.00 lines
Published: 1 time(s)
Total: \$68.61

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/18/2011.

Jennifer J. Brogdon
Notary Public

NOV. 18, 2011
Date



YOU
100



City of Hattiesburg, MS

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

Master

File Number: 2011-0382

File ID: 2011-0382

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/13/2011

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2011-6/218

Title:

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

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-16

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Manual Check Supporting Docs

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2011	Franklyn Tate	Approve	12/16/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	12/14/2011	Eddie Myers	Approve	12/16/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2011-0382

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: December 8, 2011

The following request for payment is being submitted for approval during the City Council's December 20, 2011 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Waste Management
Activity:	Rehabilitation
Program:	HOME
Project Site:	314 E Scooba St.
Amount Requested:	\$150.00
Purpose of Request:	Dumpster use – 11/1/11 – 11/30/11
Work Provided by:	Waste Management

Recipient:	Norris Construction
Activity:	Reconstruction
Program:	HOME
Project Site:	1104 Cherry St.
Amount Requested:	\$38,648.80
Purpose of Request:	Draw #3 (final)
Work Provided by:	Norris Construction

Recipient:	Lockhart Construction
Activity:	Rehabilitation
Program:	HOME
Project Site:	314 E Scooba St.
Amount Requested:	\$1,275.00
Purpose of Request:	Draw #5 (final)
Work Provided by:	Lockhart Construction



INVOICE

Customer: CITY OF HATTIESBURG
 Account Number: 377-0006781-0377-1
 Invoice Date: 12/01/2011
 Invoice Number: 2092431-0377-4
 Due Date: Due Upon Receipt
 WM ezPay Account ID: 00007-88209-03009

Waste Management of
 South MS - Pinebelt
 PO Box 2475
 Tupelo MS 38803
 (800) 284-2451
 (866) 645-0948 FAX

12-06-11 P02:01 RCVD

Total Current Charges	Total Amount Due
707.95	707.95

Account Summary

Description	
Previous Balance	1,779.00
Total Credits and Adjustments	0.00
Total Payments Received	1,779.00-
Total Current Charges	707.95
Total Amount Due	707.95
Total Amount Past Due	0.00

Please pay total amount due. Thank you for your business.

Service Period: NOV SERVICES

Description	Amount
Roll-Off	707.95
Total Current Charges	707.95

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

FOR PROMPT AND ACCURATE POSTING OF YOUR PAYMENT, PLEASE SEND IT AND THE COUPON BELOW, TO OUR LOUISVILLE "REMIT TO" ADDRESS. SENDING YOUR PAYMENT TO OUR LOCAL OFFICE WILL DELAY POSTING TO YOUR ACCOUNT BY 10 TO 15 BUSINESS DAYS. THANK YOU!

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
707.95	0.00	0.00	0.00	0.00	707.95

[Signature]
12/13/11



Waste Management of
 South MS - Pinebelt
 PO Box 2475
 Tupelo MS 38803
 (800) 284-2451
 (866) 645-0948 FAX

Learn how we Think Green at
www.wm.com/thinkgreen

Payment Coupon

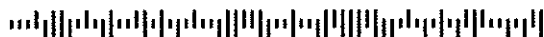
Please detach and send with checks only (no cash).
 Please send all other correspondence to your local WM site.

Your Account Number	
377-0006781-0377-1	
Invoice Date	Your Invoice Number
12/01/2011	2092431-0377-4
Due Date	Total Due
Upon Receipt	707.95
Amount Paid	

Pay your WM bill online at www.wm.com. To pay by phone, call 866-964-2729.

03773770006781020924310000007079500000070795 0

0018176 01 AB 0.368 **AUTO 16 1 7835 39403-189898 -C01-1 12154070



CITY OF HATTIESBURG
 PO BOX 1898
 ATTN FEDERAL AND STATE PROGRAMS
 HATTIESBURG MS 39403-1898



Waste Management of
 MS - Pinebelt
 PO BOX 9001054
 LOUISVILLE KY 40290-1054

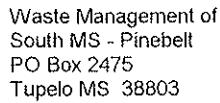
From everyday collection to environmental protection,
 Think Green.® Think Waste Management.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Printed on
 recycled paper.

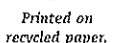
000078820903009



Page 3 of 3
CITY OF HATTIESBURG
377-0006781-0377-1
12/01/2011
2092431-0377-4
Due Upon Receipt
00007-88209-03009

Service Location: 377-7876 City Of Hattiesburg (T): 714 Woodland Court: Hattiesburg Ms 39401						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
11/03/11	969864	30 Yd rolloff	1.00			125.00
		Haul 30yd				
		Disposal per ton	4.05			157.95
		Ticket Total				282.95
11/30/11	M52705	Container usage fee daily	1.00			150.00
		30O:11/01-11/30/11				
		Ticket Total				150.00
Total charges for service location						432.95
Total Current Charges						707.95

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



UW 101 / 0-2858888-0000.2 / 44

NORRIS CONSTRUCTION CO., INC. 57 CARTER DRIVE SEMINARY, MS. 39479 PHONE: (601)722-4431 or FAX: (601)722-4268

CITY OF HATTIESBURG
RANDY JORDAN
HOUSING PROGRAM INSPECTOR
HATTIESBURG, MS. 39403

Invoice #59

1104 Cherry St

Description				Total
FINAL DRAW (40%)				\$38,648.80
				38,650.8
TOTAL AMOUNT DUE:				\$38,648.80

38,650.80 AE
78m
12/13/11

THANK YOU FOR YOUR BUSINESS!



"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 CDBG-PROJECT--HRRP

CUSTOMER NAME: CDBG		DATE: 12.12.11
PROPERTY ADDRESS: 314 Scooba Street		
CITY: Hattiesburg	STATE: MS	ZIP: 39401
DAY PHONE: (601)	ALTERNATE PHONE:	FAX:
CONTACT NAME:		
Contractor supplies all materials. Contractor will provide license and permits.		
PROJECT SUMMARY		
ITEMIZED LIST OF COMPLETED WORK		
Final Payment		
Total INVOICE PAYMENT		\$1,300.00

\$1,275.00

AE
F. J. Smith
12/13/11



City of Hattiesburg, MS

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

Master

File Number: 2011-0394

File ID: 2011-0394

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 12/14/2011

Brief Title: CDBG Claims - 12/20/11

Final Action:

Minute Book Number: MB 2011-6/218

Title:

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

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-17

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG Manual Check Supporting Docs, CDBG Manual Check Supporting Docs #2, PinebeltEmer.Invoices

Enactment Number:

Contact:

Meeting Date: 12/20/2011

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Franklyn Tate		
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8		Eddie Myers		

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2011-0394

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: December 13, 2011

The following request for payment is being submitted for approval during the City Council's December 20, 2011 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Mary Breland
Activity:	Reconstruction
Program:	CDBG
Project Site:	620 Poplar Row Alley
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 12/21/11 – 1/20/12
Work Provided by:	n/a

Recipient:	R3SM
Activity:	Reconstruction
Program:	CDBG
Project Site:	620 Poplar Row Alley
Amount Requested:	\$1,586.25
Purpose of Request:	Draw #11 (Final)
Work Provided by:	R3SM

Recipient:	Waste Management
Activity:	Rehabilitation
Program:	CDBG
Project Site:	714 Woodland Ct.
Amount Requested:	\$432.95
Purpose of Request:	Dumpster use, haul, disposal – 11/1/11 – 11/30/11
Work Provided by:	Waste Management

Recipient:	Bonner Analytical
Activity:	Emergency Repair
Program:	CDBG
Project Site:	1102 Cherry St.
Amount Requested:	\$472.80
Purpose of Request:	Lead Testing
Work Provided by:	Bonner Analytical

Recipient:	AIDS Services Coalition
Activity:	Public Services
Program:	CDBG
Project Site:	P.O. Box 169
Amount Requested:	\$13,208.00
Purpose of Request:	Draw #1 (final)
Work Provided by:	AIDS Services Coalition
Recipient:	FGH – Pine Grove Behavioral Health
Activity:	Public Services
Program:	CDBG
Project Site:	2255 Broadway Drive
Amount Requested:	\$2,472.65
Purpose of Request:	Draw #7
Work Provided by:	Pine Grove Behavioral Health & Addiction Services
Recipient:	J & J Construction
Activity:	Rehabilitation
Program:	CDBG
Project Site:	714 Woodland Ct.
Amount Requested:	\$13,660.00
Purpose of Request:	Draw #3
Work Provided by:	J & J Construction
Recipient:	R3SM (lead agency for Housing Consortium)
Activity:	Basic Rehabilitation
Program:	CDBG
Project Site:	128 Taylor Avenue
Amount Requested:	\$1,208.36
Purpose of Request:	Draw #1 (and final for this house)
Work Provided by:	Hattiesburg Area Habitat for Humanity
Recipient:	Pinebelt Community Services
Activity:	Public Services – Meals Program
Program:	CDBG
Project Site:	1101 North Main St.
Amount Requested:	\$1,727.29
Purpose of Request:	Draw #11 (final)
Work Provided by:	Pinebelt Community Services
Recipient:	Pinebelt Community Services
Activity:	Emergency Repair
Program:	CDBG
Project Site:	1000 Mobile Street
Amount Requested:	\$10,000.00
Purpose of Request:	Draw #1 (final)
Work Provided by:	Pinebelt Community Services via contractor

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Pinebelt Community Services

Emergency Repair

CDBG

1102 Cherry Street

\$10,000.00

Draw #1 (final)

Pinebelt Community Services via contractor

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Hattiesburg Area Habitat for Humanity

Basic Rehabilitation

CDBG

727 E 7th Street**\$3,000.00**

Draw #1 (and final for this house)

Hattiesburg Area Habitat for Humanity

CITY OF HATTIESBURG

REQUEST FOR FUNDS SUPPORT SHEET

RE: Ms. Mary Breland
620 Poplar Row
Hattiesburg, MS 39401

Recipient's Name: R³SM

Contract Date: Feb 22, 2011

Request Number: 11

Total Amount Requested ** \$ 1,586.25

Funds requested are for purchase of materials and equipment associated with CDBG Basic Rehabilitation Program activity(ies) as listed below:

1) <u>Endom Trailer</u>	\$	<u>160.45</u>
2) <u>Mississippi Power</u>	\$	<u>36.84</u>
3) <u>The Economy Supply</u>	\$	<u>81.00</u>
4) <u>Project Complete – Project Delivery</u>	\$	<u>1,307.96</u>

Total Amount Requested for this Draw \$ 1,586.25

TOTAL REQUESTED TO DATE \$ 45,000.00

[Signature] 12/18/11

Signature: *Sheila W. Varnado*
Sheila W. Varnado, Executive Director

Date: 12/1/2011

P.O. DRAWER 10
ELLISVILLE, MS 39437
PHONE: (800) 530-7348

Date	Invoice #
10/28/2011	R40076

Bill To	264-1912
R3SM, INC. P.O. BOX 1506 HATTIESBURG, MS 39403-1506	

[illegible]

P.O. DRAWER 10
ELLISVILLE, MS 39437
PHONE: (800) 530-7348

Date	Invoice #
11/16/2011	R40170

Bill To	264-1912
R3SM, INC. P.O. BOX 1506 HATTIESBURG, MS 39403-1506	

[illegible]

DELINQUENT AFTER
11/09/2011

FINAL BILL

04269918202247000000368400000000000000000000000000000000



R3SM INC
P O BOX 1506
HATTIESBURG MS 39403

Mail To:
PO BOX 245
BIRMINGHAM AL
35201-0245

36.84	Electric Svc
-------	--------------

TOTAL DUE

\$36.84

Page 1 of 3

ACCOUNT NUMBER 26991-82022 08
Your Phone Number:(601) 544-5115

www.mississippipower.com
ACCOUNT ACCESS CODE: 426598
ACCOUNT NUMBER 26991-82022
CUSTOMER NAME R3SM INC
SERVICE ADDRESS 620 POPLAR ROW

MISSISSIPPI POWER COMPANY
420 West Pine St.
Hattiesburg, MS 39401
For Customer Service, Please Call
1-800-532-1502 24 Hrs. Day 7 Days/Wk

RATD NAME	SERVICE PERIOD		METER NUMBER	READING TYPE	METER READING		METER CONSTANT	USAGE
	FROM	TO			PREVIOUS	PRESENT		
RA	09/28/11	10/26/11	397812	Tot kWh	117	226	1	109

EXPLANATION OF CHARGES

LA - Residential All Electric
Current Service
Environmental Costs
Mississippi State Sales Tax
Final Bill

09/28-10/26
34.37
0.29
2.18

PAYMENTS SINCE LAST BILLING

Thank You!	10/06/11	34.14
------------	----------	-------

HISTORICAL DATA

	Days KWH	KWH/DAY
This Mth	28 109	4
Last Mth	29 73	3
1 Yr Ago		

DELINQUENT AFTER
11/09/2011

TOTAL DUE
\$36.84

For your convenience, you can use your Visa, MasterCard or Discover Card to pay this bill. To use your credit card, call BillMatrix Corporation at 1-800-834-2073. BillMatrix is a third party payment processor and charges a processing fee for this service.

COUNT NUMBER 26991-B2022

Submitted By:
Approved By:
Case #:

Mary Davis
Heidi W. Varnado

Wholesale and Retail
HARDWARE, BUILDING MATERIALS, PAINTS, AND LUMBER
P.O. BOX 1128
582-1941 200 SECOND STREET 582-0277
HATTIESBURG, MISSISSIPPI 39401

R3SM0090
R3SM, INC (O)
PO BOX 1506
HATTIESBURG, MS 39403-1506

Date 1/1 2011

DECLARATION

S
O
L
D
T
O

CUST.
ORD. NO.

ORD. BY

[illegible]

THANK YOU

ALL Claims and returned goods MUST be accompanied by this bill.

160039



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

INVOICE

Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 12/01/2011
Invoice Number: 2092431-0377-4
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

12-06-11P02:01 RCVD

Total Current Charges	Total Amount Due
707.95	707.95

Account Summary

Description	
Previous Balance	1,779.00
Total Credits and Adjustments	0.00
Total Payments Received	1,779.00-
Total Current Charges	707.95
Total Amount Due	707.95
Total Amount Past Due	0.00

Please pay total amount due. Thank you for your business.

Service Period: NOV SERVICES

Description	Amount
Roll-Off	707.95
Total Current Charges	707.95

FOR PROMPT AND ACCURATE POSTING OF YOUR PAYMENT, PLEASE SEND IT AND THE COUPON BELOW, TO OUR LOUISVILLE "REMIT TO" ADDRESS. SENDING YOUR PAYMENT TO OUR LOCAL OFFICE WILL DELAY POSTING TO YOUR ACCOUNT BY 10 TO 15 BUSINESS DAYS. THANK YOU!

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
707.95	0.00	0.00	0.00	0.00	707.95



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number

377-0006781-0377-1

Invoice Date

12/01/2011

Your Invoice Number

2092431-0377-4

Due Date

Upon Receipt

Total Due

707.95

Amount Paid

Learn how we Think Green at
www.wm.com/thinkgreen

Pay your WM bill online at
www.wm.com. To pay by
phone, call 866-964-2729.

03773770006781020924310000007079500000070795 0

0018176 01 AB 0.368 **AUTO 16 1 7835 39403-189898 -C014 12154070

CITY OF HATTIESBURG
PO BOX 1898
ATTN FEDERAL AND STATE PROGRAMS
HATTIESBURG MS 39403-1898

Waste Management of
MS - Pinebelt
PO BOX 9001054
LOUISVILLE KY 40290-1054

From everyday collection to environmental protection,
Think Green®. Think Waste Management.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1





Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803

Page 3 of 3
Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 12/01/2011
Invoice Number: 2092431-0377-4
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

Service Location: 377-7846 Maury, Margaret (T): 314 E Scooba St: Hattiesburg Ms 39401-6460

Date	Ticket	Description	Quantity	U/M	Rate	Amount
11/30/11	M52700	Inactivity charge Mip:11/01-11/30/11	1.00			125.00
		Ticket Total				125.00
11/30/11	M52701	Container usage fee daily 30O:11/01-11/30/11	1.00			150.00
		Ticket Total				150.00
Total charges for service location						275.00

Service Location: 377-7876 City Of Hattiesburg (T): 714 Woodland Court: Hattiesburg Ms 39401

Date	Ticket	Description	Quantity	U/M	Rate	Amount
11/03/11	969864	30 Yd rolloff Haul 30yd Disposal per ton	1.00			125.00
		Ticket Total				282.95
11/30/11	M52705	Container usage fee daily 30O:11/01-11/30/11	1.00			150.00
		Ticket Total				150.00
Total charges for service location						432.95
Total Current Charges						707.95

Payments Received Detail

Payment - thank you	1,779.00-
Total Payments Received	1,779.00-

*From everyday collection to environmental protection,
Think Green. Think Waste Management.*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Printed on
recycled paper.

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

CDBG

Customer No.: HATT

Invoice No.: 48264

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	
11/23/11				Origin		
Purchase Order Number		Order Date	Sales Person			Our Order Number
		11/23/11				
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD BASED PAINT INSPECTION PERFORMED 11-18-11 @ 1102 CHERRY STREET HATTIESBURG, MS	472.80	472.80

Invoice subtotal 472.80

Invoice total 472.80



12-01-11P02:42 RCVD

[Handwritten signature]
12/13/11

Thank You



AIDS SERVICES COALITION

Post Office Box 169
Hattiesburg, MS 39403-0169
Phone: (601)450-4286

December 5, 2011

Mr. Andrew Ellard
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Request for Funds
\$13,208.00 - see page 3

Dear Andrew:

Thank you so much for the opportunity to work with the City in addressing homelessness and HIV through the City's Public Service Grant Program. This grant has been critical in helping us undertake the requirements of the additional programming for homeless persons and persons living with HIV in our community. Financial reports and audits are important tools required by our grantor agencies. Thus, through this Public Service Grant, all the clients of the ASC were served.

Background:

The AIDS Services Coalition (ASC) was founded in 2002 to promote and assure comprehensive information, resources and services for comfort and help for people living with and affected by HIV/AIDS in the Hattiesburg area. The AIDS Services Coalition is a private-non-profit organization operated by Board of Directors. The members of this board, working in conjunction with volunteers and paid staff, provide support for our transition housing facility for homeless persons living with HIV/AIDS—called 1-2-1 Haven House, World AIDS Day, an Annual AIDS Walk, and other HIV/AIDS awareness and outreach programs in our community. In 2009, responding to a significant need for rapid HIV testing outside the Health Department venues, the ASC has implemented PROtest and, almost 600 people in our community have been tested. The economic downturn has also prompted our Board to implement an HIV-only food pantry, Food for Life. This pantry carries healthy foods and nutritional drinks that are critical for persons living with HIV/AIDS to remain healthy. It serves approximately 15 families per month.

1-2-1 Haven House is a transitional housing facility established to provide support and needed services for homeless persons living with HIV/AIDS. First and foremost, it is a home that offers homeless persons a safe, nurturing environment from which they can work toward independence. Intensive case management and behavior monitoring are combined to help the residents meet their long term goal of independence and self-determination. Persons can live at 1-2-1 for up to two years. Residents work, go to school or are otherwise active in the community. In addition, 1-2-1 Haven House acts as a drop-in center for persons living with HIV/AIDS to have a hot meal, to get information from our Resource Center, or to just have an ear to listen.

Outreach, education and prevention are critical components of the AIDS Services Coalition's work in the community. Addressing prevention in variety of settings, our outreach staff provides much

needed information to bars, schools, prisons, churches, employers and many other places. We have two support groups – one which is strictly for newly-diagnosed persons living with HIV/AIDS. Prevention for Positives is another building block of our comprehensive outreach services.

1-2-1 Haven House staff includes the Executive Director, a Case Manager, a Housing Manager, Housing Assistant (pt), and two Outreach workers (pt).

In 2009, when the State of Mississippi (Mississippi Development Authority or MDA) was allocated ARRA monies to implement the Homeless Prevention/Rapid-Rehousing Program or HPRP, Mississippi United to End Homelessness (MUTEH), the 71 county Continuum of Care for homeless services, became MDA's sub-grantee to implement the program. Implementation of HPRP has been through the MUTEH agencies throughout the state serving homeless. ASC, in order to better provide housing opportunities to people living with HIV/AIDS (PLWA) in its target area, became a vendor or contractor for MUTEH with the program. The program assisted eligible clients with rent arrears, rent deposits, rent payments, utility payments and deposits, and other expenses such as hotel, moving or storage fees. Two MSW- social workers and a data analyst/office manager were the staff for the program. Although targeting PLWA, the ASC program, HOME Again, served both HIV+ and HIV- people because homeless persons and persons at risk of homelessness are considered at high risk of HIV infection. The contract for this program was for two years, with the possibility of a one year extension. MUTEH has chosen to take the program in house for year three. ASC's contract ended August 31, 2011.

Demographics:

Through our homeless management information system, Foothold AWARDS, we are able to prepare the following report for the HPRP program and 121 Haven House for 2011. The Outreach workers do not collect the requested demographics we have total numbers only (550). So, the total served through the ASC totals 897.

Number of Persons Served					TOTAL (%)
	HPRP	121 Haven House	121 Support Group	HIV Testing Program	
Caucasian	23	3	3	30	59 (17%)
Black or African American	183	9	16	76	284 (82%)
Native American	1	0	0	0	1(<1%)
Multi-Racial	3	0	0	0	3 (1%)
TOTAL	210	12	19	106	347
Ethnicity					
Hispanic	4	1	0	2	7 (2%)
Non-Hispanic	206	11	19	104	340 (98%)

* Information not collected for outreach/ testing activities.

Source: Mississippi Balance of State, Foothold AWARDS, Demographic Report, 2011 and ASC Support Group monthly reports, 2011.

Income at time of admission**			TOTAL (%)
	HPRP	121 Haven House	
Extremely Low*	153	9	162 (73%)
Very Low*	43	3	46 (21%)
Low*	14	0	14 (6%)
	210	12	222

* Limits used were 2011 Income Limits through HUDuser.org for the Hattiesburg MSA.

**Income data not collected for support group and outreach; however, anecdotal data would lead to the conclusion that the % would be very similar to other programs of the ASC.

Source: Mississippi Balance of State, Foothold AWARDS, Demographic Report, 2011.

Request for Reimbursement:

I have attached invoices and copies of checks to Nicholson and Company and McArthur, Thames, Slay and Dews in the total amount of \$17,345.00. These invoices have been paid and I request reimbursement for the amount of our Public Service grant, as modified by the City Council, in the amount of \$13,208.

Once again, thank you for your assistance as we work to stop HIV and its impact on our community. If you have any questions or need any further information, please feel free to call me.

Sincerely,

Kathy Garner

Kathy Garner
Executive Director

KJ
12/13/11

INVOICE
IN ACCOUNT WITH

McARTHUR, THAMES, SLAY and DEWS, PLLC

CERTIFIED PUBLIC ACCOUNTANTS
P.O. BOX 15339
HATTIESBURG, MISSISSIPPI 39404-5339

AIDS Coalition Services
c/o Kathy Garner
P.O. Box 169
Hattiesburg, MS 39403

Account # 5868-1,3

Invoice Date 11/30/11

NET 30 DAYS	
PROFESSIONAL SERVICES	AMOUNT

For professional services rendered in the preparation of 2007 Compilation Report
and required 2007 Federal Form 990

\$5,695.00

pd OK # 2085
Kjg

INVOICE
IN ACCOUNT WITH

McARTHUR, THAMES, SLAY and DEWS, PLLC

CERTIFIED PUBLIC ACCOUNTANTS
P.O. BOX 15339
HATTIESBURG, MISSISSIPPI 39404-5339

AIDS Coalition Services
c/o Kathy Garner
P.O. Box 169
Hattiesburg, MS 39403

Account # 5868-1,3

Invoice Date 11/30/11

NET 30 DAYS	
PROFESSIONAL SERVICES	AMOUNT

For professional services rendered in the preparation of 2008 Compilation Report
and required 2008 Federal Form 990

\$3,150.00

pd ck# 2085
KGM

AIDS SERVICES COALITION DBA
1-2-1 HAVEN HOUSE PH. 601-450-4285
P.O. BOX 769
HATTIESBURG, MS 39403-0169

83-271633
E-Z-SAVESM Check
Fast Payment
DATE 11/30/11

2085

PAY TO THE ORDER OF McArthur Thomas Sr. & Mrs. J. & L. S. S. & Mrs. J. & L. S. S. \$ 8845.00
Eight thousand eight hundred forty-five and no/100 DOLLARS ☒ Cashier's Check
TRUSTMARK HATTIESBURG, MS

FOR 2007/2008 Budget 1/9/10 J. & L. S. S.
⑆065300279⑆ ⑆1480007259⑆ 2085 APR 12
PRINTED ON 100% RECYCLED PAPER USING VEGETABLE-BASED INKS

Nicholson & Company, PLLC

Certified Public Accountants / Financial Consultants

P. O. DRAWER 15099
HATTIESBURG, MS 39404-5099
(601)264-3519

Ms. Kathy Garner
AIDS Services Coalition
Post Office Box 169
Hattiesburg, MS 39403

Invoice No. 152197
Date 09/28/2011
Client No. 101990

Retainer for audit of December 31, 2010, financial statements and A-133 Compliance audit.

\$ 8,500.00

Trustmark dba 121

OK# 2087

Kay

AIDS SERVICES COALITION DBA
1-2-1 HAVEN HOUSE PH. 601-450-4286
P.O. BOX 169
HATTIESBURG, MS 39403-0169

85-27/653
ETSA-2000 Deck
Hand Protected
DATE 11-30-11

2087

PAY TO THE
ORDER OF

Nicholson Co. PUC

\$ 8500.00

Eight thousand five hundred and 00/100

DOLLARS

Checkmark should
be present on all
checks.

TRUSTMARK
HATTIESBURG, MS

FOR

Inv. 152197

Judith Swanson

MP

⑆065300279⑆

⑆4800072694⑆

2087

PRINTED ON 100% RECYCLED PAPER USING VEGETABLE-BASED INK

PINE GROVE
BEHAVIORAL HEALTH & ADDICTION SERVICES

Request #7

PINE GROVE VILLAGE/PINE GROVE GREEN MEADOWS CDBG REQUEST
FOR MEDICATIONS/CLINIC VISITS & SUPPLIE DRAW DOWNS

REQUEST NUMBER 7

DATE: December 12, 2011

Medication Total	\$275.91
Clinic Visit Total	-\$671.00 \$1860.74
Supply Total	\$336.00
Total this request	\$1,282.91 <u>\$2472.65</u> AE
Total previous requests	\$9,597.38
Total YTD requests	-\$10,880.29 12,070.03
Total Remaining from CDBG allocation	\$4,119.71 \$2,929.97

Special Note: Supply initial allocation was \$3,000 and we are over by -884.66 however this is within the 10% allowable overage for the initial \$15,000 allocation for the overall CDBG grant. There remains \$4,119.71 left of unused funds that equates to 72.5% of the funds that was used since initial draw downs in 6 months of the 12 months of the grant period. We anticipate if it's permissible 2 other clinic and medications that will be billed to us by December 31, 2011.

Respectfully submitted


Anthony Dorsey RNCMSN


12/13/11

PINE GROVE VILLAGE/GREEN MEADOWS' MEDICATIONS

7	MEDICATIONS	RESIDENT	DATE	JOIN POST	BUDGET	COMMENTS
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	7,000.00	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
	3 meds	JD	5/10, 12/11	245.98	6,754.02	PGV
	5 meds	WCB	5/11/11	32.25	6,721.77	PGV
	1 med	JD	5/16/11	375.10	6,346.67	PGV
	2 meds	HP	5/17/11	10.43	6,336.24	PGV
	3 meds	JD	3/30/11	53.54	6,282.70	PGV
	3 meds	CW	3/17/11	26.00	6,256.70	PGV
	1 med	WCB	3/21/11	6.87	6,249.83	PGV
	1 med	WCB	3/22/11	6.55	6,243.28	PGV
	5 meds	WCB	6/10/11	32.25	6,211.03	PGV
	11 meds	C.W.	7/5/11	130.85	6,080.18	PGV
	4 meds	C.S.	7/11/11	250.00	5,830.18	PGGM
	2 meds	WCB	7/21/11	12.15	5,818.18	PGV
	1 med	WCB	8/8/11	5.33	5,812.85	PGV
	2 meds	LAD	8/2/11	10.61	5,802.24	PGV
	2 meds	PDM	7/19/11	18.21	5,784.03	PGGM
	7 meds	GT	7/29/11	75.51	5,708.52	PGGM
	1 med	BND	8/18/11	5.49	5,703.03	PGGM
	3 meds	DY	8/18/11	71.23	5,631.80	PGGM
	2 meds	TRH	8/18/11	14.03	5,617.77	PGGM
	2 meds	CWC	9/16/11	11.00	5,606.77	PGV
	1 med	JD	9/20/11	125.92	5,480.85	PGV
	1 med	DSC	9/13/11	61.44	5,419.41	PGV
	1 med	WCB	6/21/11	12.39	5,407.02	PGV
	3 meds	JD	9/7/11	82.08	5,324.94	PGV
	1 med	TB	9/8/11	10.32	5,314.62	PGV
	2 meds	HBP	9/8/11	18.09	5,296.53	PGV
	8 meds	CW	9/2/11	107.23	5,189.30	PGV
	1 med	PDM	8/30/11	7.23	5,182.07	PGGM
	1 med	MB	8/18/11	7.56	5,174.51	PGGM

PINE GROVE VILLAGE/GREEN MEADOWS' MEDICATIONS

[illegible]

PINE GROVE VILLAGE/GREEN MEADOWS' MEDICAL VISITS

*TYPE	PROVIDER	RESIDENT	DATE	TOTAL COST	BUDGET	COMMENTS:
XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	5,000.00	XXXXXXXXXXXXXXXXXXXX
clinic vs	SEMRHI	DJ	2/28/11	10.00	4,990.00	PGV
clinic vs	SEMRHI	WCB	4/6,5/11/11	40.00	4,950.00	PGV
clinic vs	SEMRHI	CW	4/21/11	40.00	4,910.00	PGV
clinic vs	SEMRHI	JD	5/10/11	75.00	4,835.00	PGV
clinic vs	SEMRHI	MB	4/6-6/1/11	70.00	4,765.00	PGGM
clinic vs	SEMRHI	TCB	5/21/11	122.00	4,643.00	PGV
clinic vs	SEMRHI	CW	7/5/11	112.00	4,531.00	PGV
clinic vs	SEMRHI	MB	7/8/11	112.00	4,419.00	PGGM
clinic vs	SEMRHI	JD	7/11/11	75.00	4,344.00	PGV
proced.	FGH	JD	4/26/11	100.00	4,244.00	PGV
clinic vs	SEMRHI	GB	6/3,13/11	25.00	4,219.00	PGGM
clinic vs	SEMRHI	CJK	4/11/11	40.00	4,179.00	PGGM
clinic vs	SEMRHI	LD	8&9/11	237.00	3,942.00	PGV
clinic vs	SEMRHI	HP	7/22/11	40.00	3,902.00	PGV
clinic vs	SEMRHI	TCB	8/30/11	20.00	3,882.00	PGV
clinic vs	SEMRHI	JD	7/27/11	75.00	3,807.00	PGV
Xrays	comrad services	LAD	8/19/11	660.00	3,147.00	PGV
Xrays	FGH	JD	8/1/11	809.60	2,337.40	PGV
dental	SEMRHI	CC	9/21/11	75.00	2,262.40	PGV
clinic vs	SEMRHI	MB	8/25/11	10.00	2,252.40	PGGM
Xrays	comrad services	LD	8/3/11	37.00	2,215.40	PGV
clinic vs	SEMRHI	LM	8/8/11	75.00	2,140.40	PGV
clinic vs	SEMRHI	TH	11/1/11	80.00	2,060.40	PGGM
clinic vs	SEMRHI	DC	9/13,30/11	172.00	1,888.40	PGV
clinic vs	SEMRHI	WRD	9/14/11	20.00	1,868.40	PGV
clinic vs	SEMRHI	HP	9/16/11	40.00	1,828.40	PGV
clinic vs	SEMRHI	CW	9/13/11	10.00	1,818.40	PGV
clinic vs	SEMRHI	RD	9/15/11	75.00	1,743.40	PGV
clinic vs	SEMRHI	CS	10/13/11	120.00	1,623.40	PGGM

PINE GROVE VILLAGE/GREEN MEADOWS' MEDICAL VISITS

[illegible]

J&J Construction

5143 Lincoln Rd Ext. Ste 2
Hattiesburg, MS 39402

Invoice

Date	Invoice #
12/11/2011	119

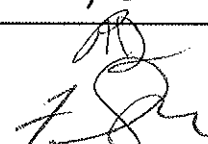
Bill To
City of Hattiesburg Accounting Dept P.O.Box 1898 Hattiesburg, Ms 39403-1898

P.O. No.	Terms	Project
714 Woodland Ct.	Due on receipt	

Quantity	Description	Rate	Amount
	Construction Draw 1st Phase: Removed dilapidated portion of house Reframed new 14x18 addition Changed out all windows with new windows Changed out all exterior doors Replaced deteriorated peirs Added new support beams Installed new roofing with flashing,drip edge, and installed two new turbines Rewired entire house Reducted entire house Installed two new bathroom vents Repaired all damaged floors in bathroom,laundry,and kitchen Added house wrap to new addition and rear portion of existing home Added OSB to rear section of existing home Reframed deck to code Installed and finished drywall Installed exterior window trim around all windows Installed lap siding around new addition and rear and side of existing house Installed skirting around entire house Installed additional window at rear of house Installed interior window trim, doórs, and base Preped and painted interior of home Preped exterior of home for paint Installed floor underlayment as needed 1st Draw: 20,000.00 2nd Draw:15,000.00 3rd Draw: 13,660.00 Remaining Balance:1,000.00 Plus 1st change order: 3,475.00 2nd change order: 800.00 Remaining balance: 5,275.00	13,660.00	13,660.00

Thank you for your business.

Total 13,660.00


12/13/11

CITY OF HATTIESBURG

REQUEST FOR FUNDS SUPPORT SHEET

RE: Bennie Walters
128 Taylor Avenue
Hattiesburg, MS 39401

Recipient's Name: R3SM

Contract Date: Mar 22, 2011

Request Number: 1

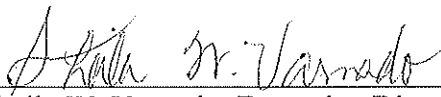
Total Amount Requested ** \$ 1,208.36

Funds requested are for purchase of materials and equipment associated with CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program activity(ies) as listed below:

1) <u>Lowe's</u>	\$	<u>781.20</u>
2) <u>Clemts Hardware</u>	\$	<u>27.16</u>
3) <u>Project Complete – Project Delivery</u>	\$	<u>400.00</u>

Total Amount Requested for this Draw \$ **1,208.36**

TOTAL REQUESTED TO DATE \$ **1,208.36**

Signature: 
Sheila W. Varnado, Executive Director

Date: 12/12/2011


12/13/11



December 12, 2011

After inspection by Randy at the City of Hattiesburg, it was determined that the flooring did not need to be replaced at this time for the Walters project at 128 Taylor Avenue.

A handwritten signature in black ink, appearing to read "Mike Pascarella".

Mike Pascarella
Director

128 Taylor Ave



LOWE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 584-4066

- 10.00% OFF MILITARY- PERSONAL USE DISCOUNT SALE -
- SALE -

SALES #: S3033AG1 1493942 08-26-11

219875 10 02 LEX PLUS WHITE	61.50
2.28 DISCOUNT EACH	-0.23
30 @ 2.05	
149875 10 02 QUIKRETE	13.25
2.17 DISCOUNT EACH	-0.25
6 @ 2.17	
149775 10 02 EXT PORT SHUF-LINE	9.66
0.36 DISCOUNT EACH	-0.36
3 @ 3.22	
58777 6PK 3/8" HOOSTER ROLLERS	23.34
12.97 DISCOUNT EACH	-1.30
2 @ 11.67	
145743 SPEC WASP & HORNET TWINPA	4.92
5.47 DISCOUNT EACH	-0.55
9457 3" DECKSCREW 1LB 10YR (61	7.62
8.47 DISCOUNT EACH	-0.85
354675 QUIKRETE 10 02 POLY MORT	5.38
5.98 DISCOUNT EACH	-0.60
7972 COLONIAL BALL TOP PT	6.22
3.46 DISCOUNT EACH	-0.35
2 @ 3.11	
89519 2" DECK SCREW 5LB - 10 YR	24.73
27.48 DISCOUNT EACH	-2.75
7970 4X4 HATTERAS CASTINE	3.70
2.06 DISCOUNT EACH	-0.21
2 @ 1.85	
903 3PC HOLE KIT WHIZZ	7.14
3.97 DISCOUNT EACH	-0.40
2 @ 3.57	
333251 (SC) DURACELL 9V - 4 PACK	10.14
11.27 DISCOUNT EACH	-1.13
1467 4X4X10 #2 .40 ACQ TREATED	53.82
9.97 DISCOUNT EACH	-1.00
6 @ 8.97	
12549 5.0 MM UTILITY PLYWOOD	9.22
10.25 DISCOUNT EACH	-1.03
240985 1X8X12 #2SPF PRND GRVD FA	20.60
22.89 DISCOUNT EACH	-2.29

ESB

SUBTOTAL: 261.25

TAX: 18.29

INVOICE 02537 TOTAL: 279.54

LAR: 279.54

TOTAL DISCOUNT: 29.20



LOVE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 584-4066

- SALE -

SALES #: S3033CB1 1606114 12-09-11

128 Taylor Ave

11568 AMERIMAX RH ENDCAP ALUM.	1.24
11566 AMERIMAX LH ENDCAP ALUM.	1.24
11567 AMRNX 5" FASCIA BRKT ALUM	8.64
11559 AMRNX 2X3X15 DOWNSPT EXT	2.59
36363 AMERIMAX GUTTER SCREWS VH	4.75
5 @	0.95
124662 ALLIGATOR ANCHOR 3/16 20	6.57
11574 AMERIMAX 2X3 DROP OUTLET	8.20
11556 AMERIMAX 2X3 A ELBOW ALUM	8.70
3 @	2.90
100939 AMERIMAX SEAMER ALUM VHT	5.11
11560 AMERIMAX DOWNSPOUT BAND A	3.24
3 @	1.08
11557 AMERIMAX 2X3X10 DOWNSPT A	8.87
11551 AMERIMAX 5"X10' ALUM. GUT	6.67
6118 4X6X8 #2 .40 ACQ TREATED	13.97
3976 18" X 4" CEDAR UNDERCOURS	20.31
54338 16" GRAY SQUARE PATIO STO	7.64
2 @	3.82
149073 16X4X16 SOLID PAD LIGHT U	11.52
2 @	5.76

SUBTOTAL: 119.26

TAX: 8.35

INVOICE 01156 TOTAL: 127.61

H/C: 127.61

H/C:XXXXXXXXXX0803 AMOUNT:127.61 AUTHCD:014986

SWIPE REFID:803909613 12/09/11 11:37:13

CUSTOMER CODE: 128 taylor

STORE: 3033 TERMINAL: 01 12/09/11 11:37:20

OF ITEMS PURCHASED: 26

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JANICE BURKHALTER

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.



LOWE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 584-4066

128 Taylor Ave

- SALE -

SALES #: S3033HK1 46518 12-08-11

7970 4X4 HATTERAS CASTINE	20.64
8 @ 2.58	
13617 120Z FOAM GAPS AND CRACK	3.42
50526 2.8 OZ SILICONE II K&B VH	3.89
297420 UNIV LG TUB/SHWR ACRY HAN	6.97
203116 VINYL DOOR SEAL W/S BEIGE	22.35
5 @ 4.47	

SUBTOTAL:	57.27
TAX:	4.01
INVOICE 01107 TOTAL:	61.28
H/C:	61.28

H/C:XXXXXXXXXX0803 AMOUNT:61.28 AUTHCD:085198
SHIPPED REFID:803909613 12/08/11 12:16:14
CUSTOMER CODE: 128 taylor

STORE: 3033 TERMINAL: 01 12/08/11 12:16:21

OF ITEMS PURCHASED: 16
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JANICE BURKHALTER

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.



LOWE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 584-4066

- SALE -

SALES #: S3033HK1 46518 12-12-11

7894 CLASSIC TREATED HANDRAIL	13.92
2 @ 6.96	
201722 1X6X8 PT APPEARANCE BOARD	14.91
3 @ 4.97	
13617 120Z FOAM GAPS AND CRACK	3.42
19184 12" RED SQUARE PATIO STON	3.81
3 @ 1.27	

SUBTOTAL: 36.06

TAX: 2.52

INVOICE 01215 TOTAL: 38.58

M/C: 38.58

M/C:XXXXXXXXXX0803 AMOUNT:38.58 AUTHCD:094671

SWIPE REFID:803909613 12/12/11 08:53:13

CUSTOMER CODE: 128 Taylor

STORE: 3033 TERMINAL: 01 12/12/11 08:53:47

OF ITEMS PURCHASED: 9

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JANICE BURKHALTER

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

* YOUR OPINIONS COUNT! *
* REGISTER TO WIN A \$5,000 LOWE'S GIFT CARD! *
* iREGISTRESE PARA GANAR UNA TARJETA DE REGALO LOWE'S! *
* *
* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
* WITHIN ONE WEEK AT: www.loves.com/survey *
* YOUR ID # 01215 3033 346 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.loves.com/survey *

STORE: 3033 TERMINAL: 01 12/12/11 08:53:47

128 Taylor Ave



LOVE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 584-4066

128 Taylor Ave

- SALE -

SALES #: S3033HK1 46518 11-17-11

297439 MOEN CALDWELL 2H CH U/SPR	72.00
334954 FM - REINFORCED VAX RING	10.94
2 @ 5.47	
247885 PP 8-PK HARD NYLON TOILET	5.96
2 @ 2.98	
7149 AQUASOURCE 2H CHROME LAV	25.48
183814 AC/DC FRONT LOAD SHOKE AL	14.97
196490 STRHR SS W/FIXED POST BSK	11.92
344434 PFOLIO 1LT CH WHITE/CLEAR	29.98
2 @ 14.99	
171197 SS 7" DB TOPHNT 21G FRANK	85.00

SUBTOTAL: 256.25

TAX: 17.94

INVOICE 01270 TOTAL: 274.19

H/C: 274.19

H/C:XXXXXXXXXX0003 AMOUNT:274.19 AUTHCD:018498

SUIPED REFID:803909597 11/17/11 09:57:25

CUSTOMER CODE: 128 Taylor

STORE: 3033 TERMINAL: 01 11/17/11 09:57:44

OF ITEMS PURCHASED: 11

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOVE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JANICE BURKHALTER

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

CLENTS
HARDWARE
(601) 544-6633

38:27
36971
32945

11-19-2011 NO

2X	7.05	3	0803
NDWR	14.10	T	0002
NDWR	3.55	T	0190
NDWR	3.69	T	8407
SUBTL	21.34		riped
TAX	1.49		nline
TOTAL	22.83		149
MISC	22.83		
CHANGE	0.00		1.83

8328 10:30TH

CUSTOMER COPY

128 Taylor Ave

CLEMTS HARDWARE
 5422 US HWY. 49
 HATTIESBURG, MISSISSIPPI 39401
 (601) 544-6633
 clemtshdw@aol.com

CUSTOMER'S ORDER NO.		PHONE		DATE	
NAME		ADDRESS		12 9 11	
Habitat					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.
PAID OUT					
QTY.	DESCRIPTION		PRICE	AMOUNT	
1	3/16 Bit			405	
Walker					
RECEIVED BY				TAX	28
Total				TOTAL	4 33

C PRODUCT 60

All claims and returned goods must be accompanied by this bill.

100926

Thank You

RECEIVED
DEC 12 2011

REQUEST FOR FUNDS

(1) Organization's Name & Address: PINEBELT Community Services – Meals Program Telephone Number: 601-583-4943	Project Address: 101 North Main Street Hattiesburg, MS 39401	Request No.11 Worked Performed: Food Purchases, Gas Cards (5) Amount Requested: \$1,710.39 \$1727.29 AE
(6) Project Period From: February 2011 To: December 31, 2011	(7) Check Made Payable to: PINEBELT Community Services – Meals Program	Prepared By: Clarence P. Williams Date Prepared December 12, 2011

Lucille Bass
Signature of Authorized Officer Requesting Funds

December 12, 2011
Date

Mrs. Lucille Bass, Program Director
Type Name and Title of Authorized Office

[Signature]
Signature of City Official Approving Disbursement

12/13/11
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 #11 Total Amount Requested ** ~~\$1,710.39~~ 1727.29

Funds requested are for Meals Program Costs and Expenses

1 Food	<u>\$1,710.39</u>	<u>1727.29</u>
2) Gas Cards	\$	
3)	\$	
4)	\$	
5)	\$	
6)	\$	
7)	\$	
Total of Attached Documentation	\$1,710.39	<u>1727.29</u> +
Less Amount in Excess of Contract Award	\$	
** Total Amount Requested for this Draw	\$1,710.39	<u>1727.29</u>
TOTAL REQUESTED TO DATE	\$	<u>12,000.00</u>

Period of Project(s) Start to Completion From: February 2011 to December 31, 2011

Other: _____

DATE 1-25-11

{G01} 582-1608

~~11,374. +
14,095. +
25,469. G+~~

Invoice

SOLD TO <i>Lucille</i>		SHIP TO <i>10/29/11</i>	
ADD. RESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
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ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
<i>2.50</i>	<i>10/29/11</i>	<i>352</i>	<i>819</i>		<i>161.77</i>
<i>1/2</i>	<i>10/29/11</i>	<i>12</i>	<i>229</i>		<i>48.40</i>
					<i>135.87</i>
					<i>7.56</i>
					<i>145.28</i>

A-5846 T-46706/46721

01-11

Lucille

FAMILY DOLLAR

my family. my family dollar.
STORE #2488 1301 N MAIN ST
HATTIESBURG, MS, 601-544-9138

FG SALTINE CRACKERS 16OZ
032251122927 1.00 T
FG SALTINE CRACKERS 16OZ
032251122927 5.00 T
5 @ 1.00

SUBTOTAL \$6.00
TAX1 \$0.42
TOTAL \$6.42
CASH \$10.00
CHANGE \$3.58



Dollar Tree Stores, Inc.

Store# 2203 (601) 296-0992
5889 Highway 49
Hattiesburg MS 39402

DESCRIPTION	QTY	PRICE	TOTAL
TRAY	1	1.00	1.00T
TRAY	1	1.00	1.00T
TRAY	1	1.00	1.00T
TRAY	1	1.00	1.00T
TRAY	1	1.00	1.00T

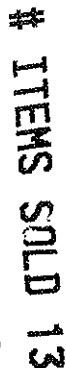
Sub Total \$5.00
SALES TAX \$0.35
Total \$5.35

Debit Card \$5.35
*****3466

Thank You for Shopping at Dollar Tree
Where Everything's \$1.00
Now Shop On-Line at Dollartree.com

004333 2203 04 00041 43377 10/29/11 11:29
Sales Associate: Bianca

L Bass



esta encuesta también se encuentra
en español en la página del Internet

THANK YOU

Lucille

Walmart
Save money. Live better.

Walmart
MANAGER SHENAVIA MOULDS
(601) 296-6855

HATTIESBURG, MS

ST# 2717 OP# 00005267 TE# 09 TR# 00922
BL BNNT QTRS 002900000822 F 0.92 T
BL BNNT QTRS 002900000822 F 0.92 T
BL BNNT QTRS 002900000822 F 0.92 T
BL BNNT QTRS 002900000822 F 0.92 T
SUBTOTAL 3.68
TAX 1 7.000 % 0.26
TOTAL 3.94
CASH TEND 20.00
CHANGE DUE 16.06

ITEMS SOLD 4

ICH 9836 5911 93J2 5851 1972



Lavender is back
toys and more

1-800-7615

Lucille

Walmart
Save money. Live better.

(601) 584-6025
Manager MAUREEN WORTH
36 BYRD BLVD
PETAL MS 39465

ST# 0887 OP# 00002742 TE# 04 TR# 08930
FETTUCCINE 002470004208 F
6 AT 1 FOR 1.36 8.16 X
CRM OF CHKN 005100001031 F 0.60 X
CRM OF CHKN 005100001031 F 0.60 X
SUBTOTAL 9.36
TAX 1 7.000 % 0.66
TOTAL 10.02
DEBIT TEND 10.02
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
10.02 TOTAL PURCHASE
ACCOUNT # **** * 3466 S
REF # 132300092620
NETWORK ID. 0071 APPR CODE 784314
TERMINAL # 099-741-

11/18/11 21:27:28

ITEMS SOLD 8

TC# 1003 3143 6280 1625 226



Save more time and money! Get our
mobile app. Text "WMTAPP" to 63257.
11/18/11 21:27:30

Purchase \$4.78

Debit Card # **** * 3466
Auth # 303222 Payment from Checking
Lane # 02 Checker # 34
11/19/11 10:16 Ref # 028727

Big Star #219
1224 N Main St
Hattiesburg, MS
(601)582-7615

SF FETTUCCINE (B 1.49 T F
SF FETTUCCINE (B 1.49 T F
SF FETTUCCINE (B 1.49 T F

3 BALANCE DUE 4.78
Debit Card 4.78

[S] **** * 3466
Auth Code = 303222 0.00
CHANGE

SUB TOTAL 4.47
TOTAL TAX 0.31
TOTAL 4.78

CASHIER NAME: TEMIKA
C0034 #0601 10:16:10 19NOV2011
S00001 R002

Thank you for Shopping with Us

Lucas

[illegible]

You should do 21 on

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Lucille

E & D
GROCERY
THANK YOU

11-24-2011 KC

NON-FOOD 11.99
SUBTL 12.99
TAX 5.91
TOTAL 13.90
CASH 20.00
CHANGE 6.10

2429 11:25PM

Winn-Dixie

Getting better all the time

Questions or Comments
1-866-WINN-DIXIE (1-866-946-6349)

www.winn-dixie.com

REWARD CUSTOMER 428XXX0385
HEN TURKEY FRZN RC 23.56 B
HEN TURKEY FRZN RC 21.27 B
RC HEN TURKEY FRZN 11.07-B
RC HEN TURKEY FRZN 9.99-B
*** TAX 1.66 TOT 25.43

VF Personal Check 25.43

#1962

Returned checks and the state allowable service fee of \$25-\$40 for each returned check will be deducted electronically and/or by paper draft from your account without your signature. Payment by check constitutes acceptance of these terms.

CHANGE .00

TOTAL NUMBER OF ITEMS SOLD = 2
11/23/11 3:09 PM 2626 07 0324

REWARD CARD SAVINGS 21.06

You Saved \$21.06

YOU HAVE SAVED A TOTAL OF 21.06
WITH YOUR CUSTOMER REWARD CARD

YOUR CASHIER TODAY IS, JUDY



44111123262600700134424032400000

DIRECTOR SHARILIO DAVIS
STORE # 2626
HATTIESBURG, MS
PHONE # (601)268-1683
FTD FLORIST (800)852-9297

THANK YOU FOR SHOPPING WINN-DIXIE

MEMO

Sam's Club
P.O. Box 4537 Dept. 49
Cristm, IL 60197-4537

001661 1062203751 2000653410728

Carrie Duvalle
AUTHORIZED SIGNATURE

PAY TO THE
ORDER OF

SAM'S CLUB

C-L-U-B #6503

\$ 66.17

PINEBELT COMMUNITY SERVICES

1101 NORTH MAIN STREET
HATTIESBURG, MS 39401

WELLS FARGO BANK

61-375/622
Electronically Converted

11/23/2011



FAMILY DOLLAR

my family. my family dollar.
STORE #2488 1301 N MAIN ST
HATTIESBURG, MS, 601-544-9138

MB ROTINI 16 OZ 3 @ 1.00 857361000695 3.00 T

SUBTOTAL
TAX1 \$3.00
TOTAL \$0.21
CASH \$3.21
CHANGE \$4.00
\$0.79



ITEMS 3
12-03-2011 11:19:30 02488 01 783435 8376

OPEN CHRISTMAS DAY
10am-3pm

Sunflower

Your Friendly, Total Value Food Store

1900 HARDY STREET
HATTIESBURG, MS 39401
601-545-1741
STORE DIRECTOR: MARCUS TUCKER

Purchase \$145.04

VISA # **** * 2308
Auth # 060242 Exp Date 00/00
Lane # 03 Checker # 116
11/23/11 16:09 Ref # 039990

Sunflower

Your Friendly, Total Value Food Store

1900 HARDY STREET
HATTIESBURG, MS 39401
601-545-1741
STORE DIRECTOR: MARCUS TUCKER

MEAT

MEAT DEPT	\$11.86	T F
MEAT DEPT	\$12.46	T F
MEAT DEPT	\$12.32	T F
MEAT DEPT	\$12.49	T F
MEAT DEPT	\$12.04	T F
MEAT DEPT	\$12.07	T F
MEAT DEPT	\$11.84	T F

FAMILY DOLLAR

my family. my family dollar.
STORE #2488 1301 N MAIN ST
HATTIESBURG, MS, 601-544-9138

FG SALTINE CRACKERS 16OZ 1.00 T
032251122927
FG SALTINE CRACKERS 16OZ 1.00 T
032251122927
FG SALTINE CRACKERS 16OZ 1.00 T
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FG SALTINE CRACKERS 16OZ 1.00 T
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FG SALTINE CRACKERS 16OZ 1.00 T
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FG SALTINE CRACKERS 16OZ 1.00 T
032251122927

SUBTOTAL \$6.00
TAX1 \$0.42
TOTAL \$6.42
CASH \$6.42



ITEMS 6
12-03-2011 10:50:01 02488 02 780594 9903

OPEN CHRISTMAS DAY
10am-3pm

CHDO PINEBELT CO

PINEBELT COMMUNITY SERVICES
Rose's

Handwritten notes and stamps, including a date stamp 11-23-11 and various numbers.

Our Business is Saving
Your Business Money.



PURCHASED AT 6503
CLUB NUMBER

NOT AN ACTUAL RECEIPT

11/23/2011 17:47 5607 6503 7 1636

W MEMBER US- 10573821022

THANK YOU
ONE WAY CHRISTIAN BOOK STORE

**LIST OF ITEM'S PURCHASED
BY THE MEMBER**

Item Number	Item Description	Unit Quantity	Unit Price	Retail Price
3139	PEANUT OIL	2.00 @	10.98	21.96
985354	PEANUT OIL	1.00 @	39.88	39.88
TOTAL TAX				4.33
TOTAL				66.17

ITEMS SOLD 3

We can save your business money.
Thank you for shopping at Sam's

10, 2011

PECK TICKET
(04) NEWELL PAPER CO. HATTIESBURG

OPD05510/3.03

PAGE NR: 1

SOLD TO: MT CARMEL BAPTIST CHURCH/HATTIESBURG
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

SHIP TO: PINE BELT COMMUNITY SERVICES
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

ORDER NUMBER: 622722

ORDER TYPE: WAREHOUSE

CUSTOMER NBR: 957000-0000 TAX I.D.:

ORDER CLERK: KLS

ORDER DATE: 11/10/11

ROUTE / STOP: 999/000

DIVRY DATE: 11/11/11

P/C NBR: LUCILLE

WHSE NBR: 01 NEWELL PAPER COMPANY - H'BURG

SALESREP: 001 HOUSE

TERMS CDE: 01 C.O.D.

SHIP VIA: 05 WILL CALL

TELEPHONE: (601) 563-4943

LINE	BR.	LOCATION	ITEM NUMBER	VENDOR ITEM	BRAND	PACK/SIZE	H	M	ITEM DESCRIPTION	UNIT	MEAS	ORDERED	QUANTITY	SHIPPED	BACK ORD	UNIT PRICE
01	13-	-17	492-0135	PFM21/EFW		1,000/EA/CS			PLASTIC FORKS MEDIUM WEIGHT BULK 1000/CS	CASE		1	1			16.57
02	WA-LL-		494-1550	10500	GENPAK	500/EA/CS			10500 5-COMP.LUNCH TRAY (SNTD) 10-3/8X8-3/8X1-3/16 500/CS	CASE		1	1			38.75
03	WA-	-	495-SN203VW	SN203VW	GENPAK	200/EA/CS			3-COMPART WHT LARGE CARRYOUT TRAY VALUEWARE 200/CS	CASE		2	2			23.14

\$106.00

2
AID CK # 1654

L NUMBER OF PIECES:

4

WEIGHT:

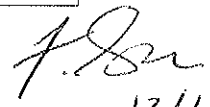
37.30

CUBE:

13.52

Hattiesburg Area Habitat for Humanity
CDBG Basic Rehab
Project Name: 727 East 7th Street
Hattiesburg, MS 39401

Building Materials		
	Lowe's	\$1,563.93
	McElhaney Plumbing	\$130.22
Havard Pest Control		\$856.00
Project Delivery Fee		\$400.00
Tools		\$144.42
Total		\$3,094.57
Less Overage		\$94.57
Funds Request		\$3,000.00


12/13/11

Service Slip / Invoice

Edward Pest Control
PO Box 417
Hattiesburg, MS 39403-0417
800 888 0264

ORDER: 124423
DATE: 11/18/11
Tech:

Bill To: [124423] 662-607-1179
DALE BIRLA/DALE
7271 7TH ST
HATTIESBURG, MS 39401

Work Location: [124423] 662-607-1179
DALE BIRLA/DALE
7271 7TH ST
HATTIESBURG, MS 39401

Work Date	Target Pest	Technician	Tech License #	PCO #	Time In
11/18/11	SUB & FORMICID TERMITES	0008 (BUTCH BURNETT)		507	10:00 AM
PO	Terms	Last Service	Map Code		Time Out
	NFI 30				11:17 AM

Service	Description	Quantity	Amount
SN	Service on Installation	1	1000.00
			GRT TOTAL \$800.00
			TAX \$58.00
			BALANCE 0.00
			TOTAL 858.00

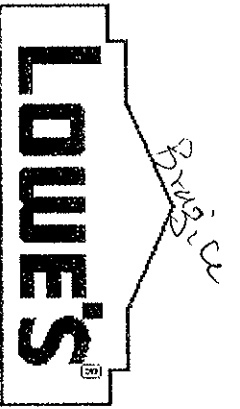
X 
TECHNICIAN SIGNATURE

Pesticide / Product	Method	EPA #	%	UOM	Amount	Equip.	Target
1 TERMITOR TERMITES		7909 2.0	100.00	GA	20.00		SUB & FORMICID TERMITES
Area(s) Serviced: Ground under bathroom							

I hereby acknowledge the satisfactory completion of all services rendered and agree to pay the cost of services as specified above.

X  
CUSTOMER SIGNATURE

PLEASE PAY FROM THIS INVOICE



LOWE'S HOME CENTERS, INC.

40 TYNER ROAD

PETAL, MS 39465 (601) 584-4066

- SALE -

SALES #: S3033TK1 1615438 11-23-11

209633 PVC SHINGLE MOULD 8FT	25.92
3 @ 8.64	
58849 FLUOROCCELLING PLATE 1/2"IP	6.98
2 @ 3.49	
362233 FUN BUBBLES PEVA SHOWER C	9.98
29406 COMMERCIAL T/H 1/2 X 6"	22.93
135513 STYLE HIGH GLOSS RINGS	1.98

SUBTOTAL: 67.79

TAX: 4.75

INVOICE 09352 TOTAL: 72.54

H/C: 72.54

H/C:XXXXXXXXXXXXX0803 AMOUNT:72.54 AUTHCD:095210

SHIPPED REFID:803909565 11/23/11 09:53:14

CUSTOMER CODE: N nate

STORE: 3033 TERMINAL: 09 11/23/11 09:53:20

OF ITEMS PURCHASED: 8

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



*** FOR MONITORING EQUIPMENT ***

WICELTIANE V

190688

PLUMBING & HARDWARE SUPPLIES
501 WEST LAUREL AVE. HATTIESBURG, MS 39401
PHONE: (601) 562-3571

SERVING YOU SINCE 1976

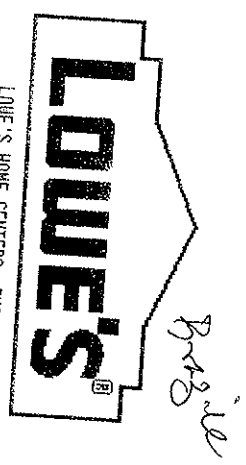
10% CHARGE ON ALL REFUNDS.

2% S.C. PER MONTH ON BALANCE DUE.

NO. <i>M.C.</i>		DATE <i>11-22-2011</i>								
CUSTOMER										
<table border="1"> <tr> <td>CASH</td> <td>CASH</td> <td>COD</td> <td>CHEQUE</td> <td>CREDIT</td> <td>DEBIT</td> <td>RECEIPT</td> </tr> </table>				CASH	CASH	COD	CHEQUE	CREDIT	DEBIT	RECEIPT
CASH	CASH	COD	CHEQUE	CREDIT	DEBIT	RECEIPT				
QTY.	DESCRIPTION	PRICE	AMOUNT							
1	6'000 Hot Gas		119.95							
	Heater		1.75							
1	Gas 7' pipe		171.70							
			7x 6.52							
			730.22							
SALES DRAFT										
HOLLANDY PLUMBING										
501 WEST LAUREL AVE										
HATTIESBURG, MS 39401										
TERMINAL 3006189										
SC 200605000										
11-22-2011 16:47:47										
P.L.										
XXXXXX/XXXX/XXXX										
AUTH. TRANS. TO. HOLLANDY										
INVOICE 20008 H02										
AUTH. CODE 034978										
SALE TOTAL		\$121.70								
TAX		\$8.52								
TOTAL		\$130.22								
CUSTOMER COPY										
NO REFUND ON TOOLS										
10% RESTOCKING CHARGE ON ALL OTHERS										

BY THIS BILL NO RETURNS WITH 15 DAYS

4.03
253149 1.5"x1.25" TRAP ADPTR 103 1.76
253149 2" PVC SOLVENT WELD DRAIN 8.20
245917 KOBALT PRO HAND SANDER (9 8.28
245914 DRYWALL SANDPAPER # 150 5 9.48
* 243925 KOBALT 10" BS TAPIN KNIFE 7.98
170983 1"x6" QC SPEEDBOR 4.69
243939 12" PLASTIC HUB PAN 3.97
9734 1/2" CPVC WIN ELBOW (SXTI 0.92
23755 1/2" 90° ELL CPVC 1.70
0.19 DISCOUNT EACH -0.02
10 @ 0.17
23764 1/2" ADPT F CPVC 54929/949 2.84



LOWE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 564-4066

- SALE -
SALES #: S3039MS1 32640 11-18-11

* 245681 1/16"x1/32"x5/64" U NOTCH 3.42
307987 TF RETRACTABLE UTILITY KN 1.98
112597 DRYWALL SCRIP CRSET 1/4" 1 6.47
103913 48X34 ENSEMBLE SHOWER BAS 179.00
103912 36/48 ENSEMBLE SHOWER BAS 167.00
105552 PROFORM A/P L/V MIX 3.5 G 8.14
142928 BRL S235 VINYL SHEET ADME 18.97
11815 VINYL 1/4" X 8' CONNER 5.60
4 @ 1.40
19612 PFJ CASE 443 3-1/4"x5/8"x 24.96
3 @ 8.32
17534 1 7/8X300' WHI FBRLG BVP 6.45
963 1X8X10 TOP CHOICE #2 WHI 19.74
2 @ 9.87
362944 12' ELEMENTS CAMBRIDGE VIN 86.52
7 @ 12.36

SUBTOTAL: 763.74
TAX: 49.26
INVOICE 02425 TOTAL: 753.00
M/C: 753.00

TOTAL DISCOUNT: 0.20
XXXXXXXXXXXX0903 AMOUNT: 753.00 AUTH'D: 027170
SHIPED REF ID: 803909725 11/18/11 12:04:21
CUSTOMER NAME: 727 7th street

E: 3033 TERMINAL: 02 11/18/11 12:04:28
ITEMS PURCHASED: 71
Fees, SERVICES AND SPECIAL ORDER ITEMS



23833 2"x5" PVC SCH40 PIPE SOLID 4.88
23967 1/2"X5FT S40 PVC PIPE PL 1.28
23810 1/2" X 10' CPVC PIPE (HOT 2.60
256098 1 1/2" X 2' PVC SCH 40 SO 2.88
42378 SETON CHROME 24" TOWEL BA 12.48
34894 SETON CHROME PAPER HOLDER 8.98
49783 MINI BLIND 23X72 STND WHI 4.96
69666 JH 10 OZ POWER GRAB TUB S 14.91
3 @ 4.97

23437 2" PVC P-TRAP SOLVENT WEL 3.53
205801 10 OZ POWER GRAB HEAVY DU 4.48
23861 1/2" SCH40 ADAPTER 435005 0.55
23282 2" PVC COUPLING 100 100 0.53
23357 2" PVC 90 STREET ELBOW 30 2.10
23353 2" PVC 90 ELBOW 300 1000 0.80
23398 2" PVC 45 ELBOW 321 1000 0.95
92653 STRAIGHT VALVE 1/2" FIP X 17.94
3 @ 5.98

25039 1-1/4 OD S TRAP WHITE 6.64
344541 PFOLID 1LT MUSHROOM FLUSH 12.99
23855 1/2" SCH40 ADAPTER 436005 0.70

23849 1/2" SCH40 COUPLING 42900 0.22
13617 120Z FOAM BAPS AND CRACK 3.42
23765 1/2" WALE ADAPTER CPVC 0.26
72964 CUD 16 HIDI NYLON DECORAT 0.79
24313 1-1/4 CHROME POP UP ASSEM 8.27
253221 3" OR4" PVC FLANGE W/O TEST 4.14
72560 CUD 1-6 HIDI NYLON SWITCH 0.47

30906 24X18 RCU TUP CHOICE TREK 4.50
 121507 1/2 4X8 XP - WALLBOARD 30.81
 3 @ 10.27
 12549 5.0 MM UTILITY PLYWOOD 20.50
 2 @ 10.25
 12229 23/32 BC PINE ULX EXTERIO 59.94
 2 @ 29.97
 132143 24X18 COMBO WHITE RICHMON 99.00
 98923 EL CH HET WHT TOILET KIT 99.00
 103910 48" ENSEMBLE SHOWER BACK 144.00

SUBTOTAL: 825.06
 TAX: 57.75
 INVOICE 01273 TOTAL: 882.81
 M/C: 882.81

M/C:XXXXXXXXXXXX0803 AMOUNT:882.81 AUTHCD:040416
 SHIPED REFID:803909597 11/17/11 10:07:58
 CUSTOMER CODE: 727 7th street

STORE: 3033 TERMINAL: 01 11/17/11 10:08:06
 # OF ITEMS PURCHASED: 56
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
 SEE REVERSE SIDE FOR RETURN POLICY.
 STORE MANAGER: JANICE BURKHALTER

WE HAVE THE LOWEST PRICES, GUARANTEED!
 IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
 SEE STORE FOR DETAILS.

 * YOUR OPINIONS COUNT! *
 * REGISTER TO WIN A \$5,000 LOWE'S GIFT CARD! *
 * REGISTRESE PARA GANAR UNA TARJETA DE REGALO LOWE'S! *
 * *
 * REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
 * WITHIN ONE WEEK AT: www.lowes.com/survey *
 * Y O U R I D # 01273 3033 321 *
 * *
 * NO PURCHASE NECESSARY TO ENTER OR WIN. *
 * VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
 * OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

 STORE: 3033 TERMINAL: 01 11/17/11 10:08:06



LOWE'S HOME CENTERS, INC.
 40 TYNER ROAD
 PETAL, MS 39465 (601) 584-4066

- SALE -

SALES #: S3033HK1 46518 11-17-11

1368 1X12X8 UTILITY SHELVEING 32.82
 3 @ 10.94
 7829 PFJ BASE 623 3 1/4 X 9/16 23.04
 3 @ 7.68
 69175 NAIL COATED SINKER1LB 120 5.96
 2 @ 2.98
 69139 NAIL COMMON GALV 1LB 100 4.47
 13617 120Z FOAM GAPS AND CRACK 6.84
 2 @ 3.42
 140461 BOS 18G 2" BRAD IN (23113 4.95
 348121 LENOX 4 1/2IN NON-ARBORED 34.98
 77603 7"METAL CUTTING ABR. DURS 6.16
 2 @ 3.08
 ✕ 293402 DEWALT 16PC RECIP BLADE S 26.97
 ✕ 348140 LENOX 2 1/2IN ARBORED T2 17.28
 ✕ 94771 160Z HI-VIS FIBERGLASS HA 19.96
 2 @ 9.98
 25232 1/2"X 20" PVC FAUCET SUP 5.48
 25093 3/8"X 20" PVC FAUCET SUP 5.48
 25098 3/8"X 20" PVC TOILET SUP 5.27
 17778 4 OZ NSF PRIMER PIPLE 3.97
 ✕ 93632 HI-VIS CHALK REEL CARB P 7.00
 99748 J/H CARPENTER PENCIL 1.11
 5 @ 0.26
 155448 JH PERMANENT MARKER 1.11
 ✕ 296515 STANLEY 36" URECKING BAR 11.48
 23540 40Z ALL PUR CEMENT30818D 4.98
 43465 9" STANDARD SMOOTH ROD CA 1.97
 ✕ 348331 VAUGHAN 15" SUPERBAR 25.96
 2 @ 12.98
 25010 THREAD SEAL TAPE 1/2 X 52 1.07
 327598 AQUASOURCE 1H CHROME SHOV 58.00
 334954 FM - REINFORCED MAX RING 5.47
 291760 PFISTER 2H ACRYLIC LAV W/ 18.46
 48285 CLEAR K&B SILICONE II 9.8 5.97
 219849 10 OZ ALEX PLUS CLEAR (23 2.28
 ✕ 98777 16' HI-VIS TAPE 11.96
 2 @ 5.98

HAVARD PEST CONTROL, INC.

TOLL FREE 1-800-898-0264

attiesburg 601-583-4451 McComb 601-250-0100 Jackson 601-938-0309 Wiggins 601-928-9343 Gulfport 228-868-2520 Alexandria 256-820-1120 Montgomery 334-834-7717
 Oak Grove 601-264-2847 Meridian 601-483-8900 Richland 601-853-0390 Picayune 601-749-8888 Biloxi 228-388-7808 Anniston 256-231-2426 Mobile 251-661-2847
 Columbia 601-736-8018 Vicksburg 601-619-9666 Ridgeland 601-898-0903 Pascagoula 228-696-2535 Bay St. Louis 228-466-2843 Birmingham 205-981-2284 Fairhope 251-929-1921
 Lucedale 601-766-3399 Tupelo 662-891-4511 Oxford 662-234-2010 Southaven 662-349-1100

Proposal

WORK PHONE 661-

NAME Donna B. Lawrence HOME PHONE 727 E. 7th St. FAX Bill to: 1st Floor for Baiting DATE 11/18/11

TREATMENT LOCATION 727 E. 7th St.

BILLING ADDRESS Address 1175. 89461

TYPE TREATMENT

- ☒ Post Construction
- ☐ Relocultermes
- ☐ Wood Boring Bar
- ☐ Vapor Barrier
- ☐ Tim-bor
- ☐ Fungus

TYPE CONSTRUCTION

- ☒ Crawlf
- ☐ Basement
- ☐ Slab Type
- ☐ Floating
- ☐ Supported
- ☐ Monolithic

FOUNDATION/WALL

- ☐ Concrete
- ☒ H B Open
- ☐ H B Capped
- ☐ Single Brick
- ☐ Double Brick
- ☐ Triple Brick

FOUNDATION PIERS

- ☐ Concrete
- ☐ H B Open
- ☐ H B Capped
- ☒ Brick
- ☐ Stone
- ☐ Wood

EXTERIOR VENEER

- ☐ Brick
- ☐ Stone
- ☐ Plaster
- ☒ Wood
- ☐ Vinyl or Metal Siding

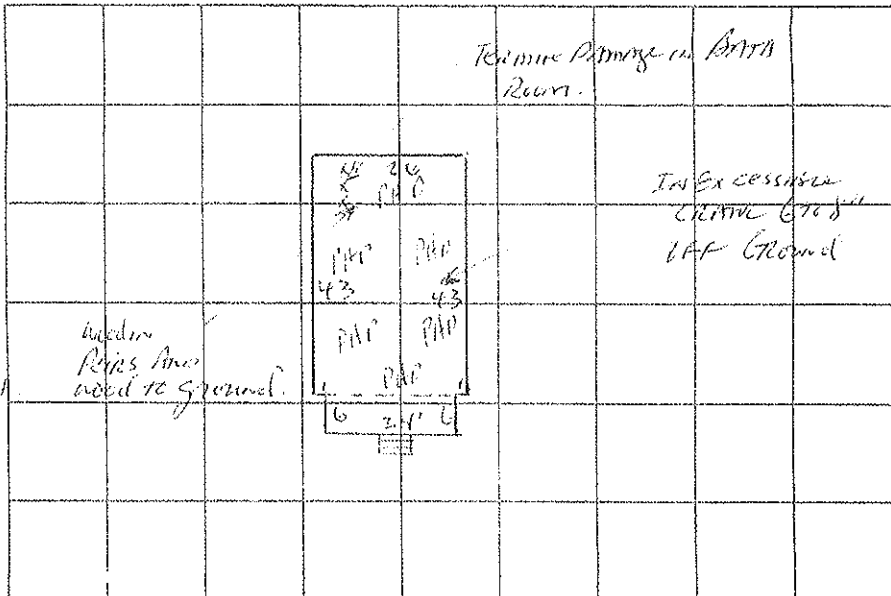
LINEAR FEET 150'

SQUARE FEET 150'

GALLONS 150'

TYPE OF CHEMICAL 150'

% 150'



THE DIAGRAM IS ONLY AN INITIAL REPORT AND MAKES NO REPRESENTATION OR GUARANTEE AS TO ITS SCALE THIS INSPECTION IS MADE ON THE BASIS OF VISIBLE EVIDENCE OF EASILY ACCESSIBLE AREAS WOOD DESTROYING INSECTS OR CONDUCIVE CONDITIONS COULD BE PRESENT IN OR ON THE BUILDING BUT MAY NOT BE EASILY VISIBLE AT THE TIME OF INSPECTION. AREAS WHERE INFESTATIONS ARE INDICATED WILL HAVE SOME DAMAGE ASSOCIATED WITH THEM. THIS IS NOT A DAMAGE ASSESSMENT. SUCH EVALUATION SHOULD BE MADE BY A LICENSED REPAIR CONTRACTOR.

ST - Active Relocultermes	Air Ducts Penetrating Slab Floor?	Yes ☐ No ☒	Electricity Available?	Yes ☒ No ☐
PB - Powder Post Beetles	Remove Form Boards?	Yes ☐ No ☒	Bath Trap Opening?	Yes ☒ No ☐
WB - Wood Borers	Are Termites Swarming?	Yes ☐ No ☒	Wood Step On Ground?	Yes ☐ No ☒
IM - Moisture Condition	Wood Supports On Ground?	Yes ☒ No ☐	No. of Stumps To Remove	0 Treat ☒
X - Visible Damage	Proper Clearance for Treating?	Yes ☒ No ☐	Shrubbery?	Light ☒ Heavy ☐
FST - Active Coptotermes	Make Access Opening?	Yes ☐ No ☒	No. Vents To Install?	0 ☒
			Type Floor Covering?	0 ☒

THE ABOVE GRAPH, AND THE AREAS CONTAINING VISIBLE ACTIVITY OR DAMAGE, HAVE BEEN DESCRIBED TO ME, AND ARE AFFIRMED BY ME, AS OWNER OR AGENT OF THE ABOVE PROPERTY.

Inspector's Remarks and Directions NOTE: will spray under Bathroom After termite removed and install always active sentricon baiting system

☐ STANDARD LIQUID TREATMENT

We propose to do a standard liquid treatment for: _____

\$ _____

Annual Renewal Amount \$ _____

Notes: _____

☒ SENTRYCON

We propose to do SENTRYCON Termites Baiting Colony Elimination System for: _____

\$ 800.00 + 77.75 x 56.00 = \$836.10

Annual Renewal Amount \$ _____

Notes: 4289.00 YR.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS.

AUTHORIZED SIGNATURE

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: 2-18-2012 SIGNATURE X

SOCIAL SECURITY # _____

REQUEST FOR FUNDS

(1) Organization's Name & Address: PINEBELT Community Services – Emergency Repair Program Telephone Number: 601-583-4943	Project Address: 101 North Main Street Hattiesburg, MS 39401	Request No.1 Worked Performed: Emergency Home Repairs on 2 houses (5) Amount Requested: <u>\$20,000.00</u>
(6) Project Period From: January 2011 To: December 31, 2011	(7) Check Made Payable to: PINEBELT Community Services – Emergency Repair Program	Prepared By: Clarence P. Williams Date Prepared December 13, 2011


 Signature of Authorized Officer Requesting Funds

December 13, 2011
 Date

Kenneth E. Fairley, Executive Director
 Type Name and Title of Authorized Office


 Signature of City Official Approving Disbursement

12/13/11
 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".

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: PINEBELT Community Services Emergency Repair Program
Contract Date: 01/04/2011

Request Number #1 Total Amount Requested ** \$20,000.00

Funds requested are for Emergency Repair Program

1 Emergency Repairs and Materials	<u>\$19,180.00</u>
2 Project Delivery	<u>\$ 820.00</u>
3) _____	<u>\$ _____</u>
4) _____	<u>\$ _____</u>
5) _____	<u>\$ _____</u>
6) _____	<u>\$ _____</u>
7) _____	<u>\$ _____</u>
Total of Attached Documentation	<u>\$ 19,180.00</u>
Less Amount in Excess of Contract Award	<u>\$ _____</u>
** Total Amount Requested for this Draw	<u>\$ 20,000.00</u>
TOTAL REQUESTED TO DATE	<u>\$000.00</u>

Period of Project(s) Start to Completion From: January 2011 to December 31, 2011

Other: _____

Pinebelt Community Services

1101 N. Main Street
P. O. Box 929
Hattiesburg, MS 39401

Invoice to the City of Hattiesburg

Maggie Hancock
1102 Cherry St
Hattiesburg, Ms 39401

Roof

Removed and replaced roof, including damaged rafters **\$5800.00**

Interior

1. Removed and replaced 80% of existing ceiling which
Had mold and water damage.
2. Replaced molded insulation **\$3790.00**

Project Delivery **\$410.00**

Total Cost \$10000.00

Pinebelt Community Services

1101 N. Main Street
P. O. Box 929
Hattiesburg, MS 39401

Invoice to the City of Hattiesburg

Erma Thompson
1000 Mobile St
Hattiesburg, Ms 39401

Plumbing

1. Repaired Bathroom flooring
2. Removed unstable wall between washer and hot water tank
3. Leveled floor
4. Painted wall and ceiling **\$1600.00**

Roof

1. Removed and replaced Roof **\$4490.00**

Electric

1. Removed existing electrical wiring and box
2. Installed new meter base
3. Installed breaker box inside
4. Placed electrical conduit on block walls
5. Rewired entire house **\$3500.00**

Project Delivery \$410.00

TOTAL COST \$10000.00

Inter-Urban Housing and Development LLC.
103 Sleepy Hollow
Picayune, MS 39466
601.798.0225

INVOICE

Name / Address
Pinebelt Community Service 1101 North Main Street Hattiesburg, Ms 39401

Date	Invoice #
12-15-11	1576

			Project
Description	Qty	Cost	Total
Labor and Material for project at 1000 Mobile St • Installed Baseboards board • Replaced Toilet • Repaired Damaged walls • Replaced Vanity • Painted ceiling and wall • Replaced Light fixture • Replaced window casing • Rewired electrical • Installed new electrical outlets • Installed breaker box • Placed electrical conduit on block walls • Replaced roof			
		Subtotal	12739.24
		Total	\$12739.24



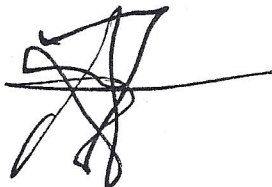
Inter-Urban Housing and Development LLC.
103 Sleepy Hollow
Picayune, MS 39466
601.798.0225

INVOICE

Date	Invoice #
12-15-11	1579

Name / Address
Pinebelt Community Service 1101 North Main Street Hattiesburg, Ms 39401

			Project
Description	Qty	Cost	Total
Labor and Material for project at 1103 Cherry St - Removed and replaced 80% of Ceiling which had Mold and water damage - Replaced insulation in the attic - Painted Ceilings - Replaced damaged Fascia Boards - Install Tapering System to flat roof - Replaced damaged rafters			
		Subtotal	11824.64
		Total	\$11824.64





City of Hattiesburg, MS

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

Master

File Number: 2011-0393

File ID: 2011-0393

Type: Regular Agenda Item

Status: ATS Review

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 12/14/2011

Brief Title: Claims Docket for December 16, 2011

Final Action:

Minute Book Number: MB 2011-6/218

Title:

Approve Claims Docket for the period ending December 16, 2011.

Notes:

Agenda Date: 12/20/2011

Agenda Number: VII.-18

Sponsors:

Enactment Date:

Attachments: Claims Docket, 12-20-11

Enactment Number:

Contact: Eddie Myers

Meeting Date: 12/20/2011

Drafter: Marilyn Schwanst

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	12/14/2011	Eddie Myers	Approve	12/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/20/2011					

Text of Legislative File 2011-0393

Title

Approve Claims Docket for the period ending December 16, 2011.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND 00001 A & R FARM AND GARDEN	229307	00119985	11001869	SAND BAGS-TRAFFIC	12/16/11	220129	75.00-
A & R FARM AND GARDEN Sum							75.00-
00001 A A A AMBULANCE SERVICE 00001							
A A A AMBULANCE SERVICE	11-47499	ATK 00120186	11001946	SERVS 11/15/11 ATKINS-PRISNR 11-47495		220130	204.28-
	KEY 00120186	11001947	SERVS 11/15/11	KEYS-PRISONER		220130	313.59-
AAA AMBULANCE SERVICE Sum							
00001 AAMCO TRANS/AUTOMOTIVE S 122927							517.87-
00001 AAMCO TRANS/AUTOMOTIVE S 122990							
00001 AAMCO TRANS/AUTOMOTIVE S 122998		00119923	11001778	REPRS U#16654 POLICE		220131	1,300.00-
00001 AAMCO TRANS/AUTOMOTIVE S 123006		00119923	11001779	REPRS U#16415 POLICE		220131	430.12-
		00119923	11001780	REPRS U#15778 POLICE		220131	430.12-
		00120146	11001941	REPRS U#15148 POLICE		220131	430.12-
					12/16/11		
					12/16/11		
					12/16/11		
					12/16/11		
AAMCO TRANS/AUTOMOTIVE S Sum							
00001 ACCURINT	1127340-2011	00119983	11001776	ONLINE			
ACCURINT Sum							
00001 ADVANCE AUTO PARTS	560413078599	00119201	11001839	FUEL ADDITIVES-STOCK-POLICE		220133	
00001 ADVANCE AUTO PARTS	560413138624	00119329	11001840	REPR PTS-STOCK-POLICE 00119615		220133	
00001 ADVANCE AUTO PARTS	560413258679	11001841	FUEL ADDITIVES-STOCK-POLICE 001194 91			220133	
00001 ADVANCE AUTO PARTS	560413206823	11001877	START FLUID/BRAKE CLEANER 00119491 11001888			220133	
00001 ADVANCE AUTO PARTS	560412744974	BAL STMT 00119491	11001889	BAL STMT 00119491 11001890		220133	
00001 ADVANCE AUTO PARTS	560412744974	BAL STMT				220133	
00001 ADVANCE AUTO PARTS	560413206823					220133	
ADVANCE AUTO PARTS Sum							
00001 AERKO INTERNATIONAL	62240	00119380	11001632	CHEMICAL AGENT COMMAND			
AERKO INTERNATIONAL Sum							
00001 ALLBRITTON CHAIN SAW & L 17253 00001		00119772	11001676	AUTOCUTS-R/O/W CREW-STREET		220135	
ALLBRITTON CHAIN SAW & L 17262 00001		00119825	11001699	CHAINSAW-HEALTH DIV 00120072		220135	
ALLBRITTON CHAIN SAW & L 17409		11001985	AGRI EQUIP REPR PTS-STREET			220135	
ALLBRITTON CHAIN SAW & L Sum							
00001 AMERICAN CONCRETE PRODUC 53281							
	106495	00119771	11001695	STANDARD			
	77833	00119634	11001649	CARPET ADHESIVES-POLICE DEPT		220138	
		00119916	11001774	CARPET SPOT REMOVER-POL DEPT		220138	

2,590.36-50.00-

12/16/11 220132

50.00-

44.46-35.88-4
0.96-71.76-5.
84-6.93-12.77

12/16/11 12/16/11 12/16/11
12/16/11 12/16/11 12/16/11
12/16/11

193.06-2,205.84-

2,205.84-

12/16/11 220134

203.70-
499.99-
52.20-

12/16/11 12/16/11 12/16/11

755.89-825.60-

825.60-

12/16/11 220136

213.93-13.58-

12/16/11 12/16/11

ANDERSON RETAIL INC



00001 ASH MILLWORKS	30557	CITY OF HATTIESBURG				Page	- 12/14/11
00001 ASH MILLWORKS	30551	DOCKET OF CLAIMS				Date	
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Vendor	Invoice	Purchase	Claims	Order	Item	No.	Check
	Number	Number			Description		Amount
Sum						Check Date	227, .51
00001 ARNOLD LINE WATER ASSN I 2145 11/22/1 00020123 11001719 SERV 10/26-11/23/11 #8 FIRE							25. .00
ARNOLD LINE WATER ASSN I Sum						12/16/11 220142	-
							25.00-
ASH MILLWORKS		00119502	11001679		CABINET BLDG MATLS-PUB WORKS		600.28-
Sum		00119504	11001680		CABINET BLDG MATLS-PUB WORKS		309.18-
						12/16/11 220143	
00001 ASHLEY FURNITURE HOMESTO 508700						12/16/11 220143	
							909.46-1
ASHLEY FURNITURE HOMESTO							
Sum		00118450	11001736		RECLINERS #7 FIRE STA		,499.95-
						12/16/11 220144	
							1,499.95-
00001 ASSN OF STATE FLOODPLAIN 25429 REID 2 00119822 11001607 MBRSHF DUES-REID 2012-13 00001 ASSN OF STATE FLOODPLAIN 31288 HESKEW 00119822 11001608 MBRSHF DUES-HESKEW 2012-13						220145 220145	110.00-110.00-
						12/16/11 12/16/11	
ASSN OF STATE FLOODPLAIN							1
Sum							2
00001 AT&T	601M23905500	00020123	11001761			12/16/11 220147	/
							1
AT&T							6
Sum							/
							1
00001 AUTO ARMATURE SERVICE IN 0796		00119731	11001636		BATTERY U#16756 POLICE	220149	1
00001 AUTO ARMATURE SERVICE IN 0797		00119731	11001637		STARTER U#13548 POLICE	220149	1
00001 AUTO ARMATURE SERVICE IN 0798		00119731	11001638		BATTERY U#114 34 SANIT BATTERY	220149	2
00001 AUTO ARMATURE SERVICE IN 0954		00119831	11001683		U#8629 STREET ALTERNATOR	220149	/
00001 AUTO ARMATURE SERVICE IN 0955		00119831	11001684		U#11911 STREET BATTERY	220149	1
00001 AUTO ARMATURE SERVICE IN 0956		00119831	11001685		U#14402 SANIT BATTERY U#9606	220149	6
00001 AUTO ARMATURE SERVICE IN 0957		00119843	11001697		CONSTR BATTERY U#15783 POLICE	220149	/
00001 AUTO ARMATURE SERVICE IN 0927		00120042	11001842		BATTERY U#10260 POLICE	220149	1
00001 AUTO ARMATURE SERVICE IN 0928		00120042	11001843		BATTERY U#16650 POLICE	220149	1
00001 AUTO ARMATURE SERVICE IN 0929		00120042	11001844		BATTERY U#9038 POLICE BATTERY	220149	
00001 AUTO ARMATURE SERVICE IN 0931		00120042	11001845		U#13471 POLICE	220149	1
00001 AUTO ARMATURE SERVICE IN 0936		00120042	11001846		BATTERIES-POLICE GENERATOR	220149	2
00001 AUTO ARMATURE SERVICE IN 0937		00120042	11001847		BATTERY U#954 9 STREET REPR	220149	/
00001 AUTO ARMATURE SERVICE IN 0930		00120042	11001848		PTS U#7871 STREET BATTERY	220149	1
00001 AUTO ARMATURE SERVICE IN 0933		00120042	11001849		U#13988 STREET BATTERY	220149	6
00001 AUTO ARMATURE SERVICE IN 0935		00120042	11001850		U#10690 CONSTR BATTERY	220149	/
00001 AUTO ARMATURE SERVICE IN 0932		00120042	11001851		U#11947 CONSTR BATTERIES	220149	1
00001 AUTO ARMATURE SERVICE IN 0934		00120042	11001852		U#14178 CONSTR	220149	1
00001 AUTO ARMATURE SERVICE IN 1091		00120040	11001882			220149	
							1
							2
							/
							1
						12/16/11	6
						12/16/11	/
						12/16/11	1
						12/16/11	1

12/16/11 12/16/11 12/16/11 12/16/11 12/16/11 12/16/11
12/16/11 12/16/11 12/16/11 12/16/11 12/16/11

220.00-202.00-

202.00-

134.95-109.95-118.95-113.95-15
9.95-237.90-113.95-113.95-90.9
5-113.95-113.95-113.95-237.90-
113.95-
237. go-go.95-
113.95-113.95-237.90-

AUTO ARMATURE SERVICE IN
Sum

2,682.85-

00001	AUTO	TRIM	5397	00119818	11001655	GRAPHICS/TINT	WINDOWS	U#18204
00001	AUTO	TRIM	5401	00119818	11001656	GRAPHICS/TINT	WINDOWS	U#18205
00001	AUTO	TRIM	5414	00119818	11001657	STRIKE	TAG	U#17315

12/16/11	220150	895.00-
12/16/11	220150	895.00-
12/16/11	220150	25.00-

AUTO TRIM

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Sum							Date	No.	Amount	
00001	AUTOMOTIVE GLASS SPECIAL	1135479	00119349	11001686	DOOR GLASS U#16722 STREET					
00001	AUTOMOTIVE GLASS SPECIAL	1135589	00119583	11001700	REPRS U#14715 STREET				1,815.00-	
AUTOMOTIVE GLASS SPECIAL Sum								12/16/11	220151	195.00-
00001	BANCORPSOUTH EQUIPMENT F	002-0070193-	02012125	11001553	GARBAGE TRUCK LEASE DUE 12/15			12/16/11	220151	345.00-
BANCORPSOUTH EQUIPMENT F Sum										540.00-
		1170	00117829	11001572	LIGHTS/SIRENS-NEW POL UNITS			12/02/11	15245	34,542.83-
00001	BARNEYS OF LAFAYETTE									34,542.83-
BARNEYS OF LAFAYETTE Sum								12/16/11	220153	7,925.00-
00001	BEAUTY LAND (BAD CK RECO LINDA MURRAY	02012135	11001763		MERCHANT FEE & FINE					7,925.00-
								12/16/11	220155	60.88-
BEAUTY LAND (BAD CK RECO Sum										60.88-
00001	BENNETT' ■ LOCK & KEY SHO	60930	00118249	11001705	LOCKS/KEYS			12/16/11	220156	34.60-
00001	BENNETT' ■ LOCK & KEY SHO	60952	00118249	11001706	LOCKS/KEYS			12/16/11	220156	1.25-1
00001	BENNETT' ■ LOCK & KEY SHO	61016	00118973	11001707	LOCKS/KEYS			12/16/11	220156	.25-8.
00001	BENNETT' ■ LOCK & KEY SHO	61047	00118973	11001708	LOCKS/KEYS			12/16/11	220156	50-3.7
00001	BENNETT' ■ LOCK & KEY SHO	61052	00118973	11001709	LOCKS/KEYS			12/16/11	220156	5-14.7
00001	BENNETT' ■ LOCK & KEY SHO	61063	00118973	11001710	LOCKS/KEYS			12/16/11	220156	5-21.3
00001	BENNETT' ■ LOCK & KEY SHO	61073	00118973	11001711	LOCKS/KEYS			12/16/11	220156	0-
BENNETT'S LOCK & KEY SHO Sum										85, .40
00001	BOBCAT OF HBURG (SEE EQU 4	45931								-
BOBCAT OF HBURG (SEE EQU Sum			00119543	11001701	AUGER BIT-CEM/FORESTRY			12/16/11	220159	291, .62
										291, .62
00001	BODY TECH INC	4280								-
00001	BODY TECH INC	4281								-
BODY TECH INC			00119970	11001825	REPLACE BAG SYS U#17316 POL			12/16/11	220160	532 .20
Sum			00120061	11001857	REPRS U#16643 POLICE			12/16/11	220160	, -.8
										354 8-
										887, .08
00001	BOURNE BROTHERS PRINTING 4	3012								-
00001	BOURNE BROTHERS PRINTING 4	304 6								-
BOURNE BROTHERS PRINTING			00119829	11001900	CITY CHRISTMAS CARDS			12/16/11	220162	595 .00
Sum			11001901		ENVELOPES-DINNER INVITATIONS			12/16/11	220162	, -.0
										70. 0-
										665. .00
00001	BRIDGE & WATSON INC									-
BRIDGE & WATSON INC Sum	SERVS-REDIST	00119870	11001626					12/16/11	220164	3,974. .38
00001	BROADWAY DRIVE TIRE									-
081584										3,
			00119948	11001918	TIRES-STOCK-POLICE			12/16/11	220165	974.38-2,

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00001 BROADWAY DRIVE TIRE	081392	00119487	11001921	TIRES U#15142 STREET	12/16/11	220165	12/16/11 200.58-
00001 BROADWAY DRIVE TIRE	081462	00119665	11001922	TIRES U#17017 STREET	220165	12/16/11	220165 499.60-
00001 BROADWAY DRIVE TIRE	081462(B)	00119665	11001923	TIRES U#15964 SANIT			143.07-
							2,962, .05
BROADWAY DRIVE TIRE Sum							-
00001 BROWN, CHRISTINE	TRAVEL REIMB	00120033	11001804	EXPNS-MS TRANSP CONF-BILOXI	12/16/11	220166	52, .44
							-
BROWN, CHRISTINE	00111578	11001783	MTRCYCLE LEASE	1/12-3/12			52, .44
Sum							-
00001 BRUCE ROSSMEYERS DAYTON	00001	BRUCE ROSSMEYERS DAYTON	01012012		12/16/11	220168	10,800, .00
							-
BRUCE ROSSMEYERS DAYTON Sum							10,800, .00
							-
			00120058	11001856 ELEC STANDARDS SUBSCRIPTION	12/16/11	220170	150, .00
00001 C A L E A INC	INV05960						-
C A L E A INC Sum							150, .00
							-
00001 C D W GOVERNMENT	B428728	00119400	11001564	POWER SUPPLY-IBM SERVER	12/16/11	220172	335, .00
							-
C D W GOVERNMENT Sum							335, .00
							-
00001 C SPIRE WIRELESS (CELLUL	10/23/11-11/	02012142	11001832	CELL SERV 8/11 VARI DEPTS	12/16/11	220173	3,936, .31
C SPIRE WIRELESS (CELLUL Sum							-
							3,936, .31
00001 CARQUEST AUTO PARTS-WEST	2491-107365	00119798	11001885	REPR PTS/SUPP-CEM/FORESTRY			-
00001 CARQUEST AUTO PARTS-WEST	2491-107642	00120008	11001886	SHOP SUPP-HILND CEMETERY			-
CARQUEST AUTO PARTS-WEST Sum					12/16/11	220175	38, .37
					12/16/11	220175	, -.1
00001 CARR, CHRISTOPHER	TRAVEL REIMB	00120032	11001805	EXPNS-MS TRANSP CONF-BILOXI			73 5-
							111, .52
CARR, CHRISTOPHER Sum							-
					12/16/11	220176	27, .87
00001 CENTER FOR GOVERNMENTAL	REG-BERNARDO	00120001	110017 64	REG-BERNARDO-MUN CLK/IIMC CNF			-
							27, .87
CENTER FOR GOVERNMENTAL Sum							-
					12/16/11	220177	200, .00
00001 CERTIFIED LABORATORIES	563326	00001	00119779	11001756 INSECTICIDE/LUBRICANT-CEM			-
CERTIFIED LABORATORIES	566621		00119848	11001876 PREMALUBE-SHOP			200, .00
CERTIFIED LABORATORIES Sum							-
					12/16/11	220179	1,541, .01
00001 CITY OF HATTIESBURG FUND	12/01/11	00001	02012116	11001545 TRF 1ST 12/2011 PAYROLL	12/16/11	220179	, -.1
CITY OF HATTIESBURG FUND	12/01/11	00001	CITY	02012116 11001546 TRF INTERIM 11/18/ PAYROLL			1,045 5-
OF HATTIESBURG FUND	12/14/11		02012146	11001914 TRF 2ND 12/2011 PAYROLL			-
							2,586.16-
					12/01/11	15235	832,816.90-
					12/01/11	15237	118.69-
					12/14/11	15254	1,036,683.06-

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CITY OF HATTIESBURG FUND							1,869,618. .65
Sum							-
00001 CLARKE POWER SERVICES IN S109000717:0	00119500	11001747	REPRS U#11434	STREET	12/16/11	220182	1,493, .78
CLARKE POWER SERVICES IN							-
Sum							1,493, .78
00001 COMCAST CABLEVISION OF H 095776168240	00119979	11001767	INTERNET 12/11	#1 FIRE STA 00001	12/16/11	220186	52, .95
COMCAST CABLEVISION OF H 095776410200	00120052	11001866	BRDBAND SERV 11/11	#7 FIRE	12/16/11	220186	45, -.9
COMCAST CABLEVISION OF H							5-
Sum							98, .90
00001 COMMERCIAL STATIONERY CO 321376-0	00119016	11001558	ENVELOPES-PRIV	LICENSE RNWLS	12/16/11	220187	568, .00
COMMERCIAL STATIONERY CO							-
Sum							568.00-
00001 COMPREHENSIVE RADIOLOGY	03313066701	00120187	11001948	SERVS 11/14/11 DRAUGHN-PRSNR	12/16/11	220188	45. .00
00001 COMPREHENSIVE RADIOLOGY	03314993101	00120187	11001949	SERVS 11/18/11 WOODARD-PRSNR	12/16/11	220188	37. .00
00001 COMPREHENSIVE RADIOLOGY	03313305901	00120187	11001950	SERVS 11/14/11 BULLOCK-PRSNR	12/16/11	220188	115, .00
00001 COMPREHENSIVE RADIOLOGY	03306444501	00120187	11001951	SERVS 10/28/11 LUMZY-PRISONER	12/16/11	220188	45. .00
00001 COMPREHENSIVE RADIOLOGY	03306444501	00120187	11001952	SERVS 10/28/11 LUMZY-PRISONER	12/16/11	220188	37. .00
00001 COMPREHENSIVE RADIOLOGY	03300851701	00120187	11001953	SRVS 10/15/11 WHITEHEAD-PRSNR	12/16/11	220188	30. .00
00001 COMPREHENSIVE RADIOLOGY	03314380101	00120187	11001954	SRVS 11/16/11 BRASWELL-PRSONR	12/16/11	220188	40. .00
COMPREHENSIVE RADIOLOGY Sum							349. .00
00001 COMSOUTH							-
00001 COMSOUTH	163213	00119761	11001672	RADIO REPR U#15678	12/16/11	220189	115, .45
COMSOUTH Sum	163214	00119768	11001673	RADIO REPR U#16591	12/16/11	220189	168, .10
00001 COURT PROGRAMS INC 00001	12						283.55-
COURT PROGRAMS INC	13						
COURT PROGRAMS INC		00120046	11001822	TRACKERPAL PROGRAM 10/11	12/16/11	220193	5, 615. ,00
Sum		0012004	6 11001823	TRACKERPAL PROGRAM 11/11	12/16/11	220193	2, 940. -.0
00001 COURTESY MOTORS INC							0
00001 COURTESY MOTORS INC							8, 555. ,00
00001 COURTESY MOTORS INC							-
00001 COURTESY MOTORS INC	163188	00119894	11001724	MAINT U#15906 DUPREE M/ADM	12/16/11	220194	36. .85
00001 COURTESY MOTORS INC	163121	00119850	11001807	OIL CHANGE-F TATE'S UNIT	12/16/11	220194	38. -.8
COURTESY MOTORS INC Sum	371998	00119203	11001937	REPR PTS-POLICE UNIT 00119614	12/16/11	220194	31. 5-
00001 DPS CRIME LAB	372189	11001938	REPR PTS U#15781	POLICE	12/16/11	220194	226 44-
DPS CRIME LAB Sum							. ,05
00001 DELTA FOREMOST CHEMICAL	IN 711 12CLO	00120140	11001905	ANAYTICAL	12/16/11	220201	333. ,19
919558							-
							50, .00
							-
							50, .00
							-
		00119717	11001666	VEHICLE	12/16/11	220202	1, .167 .95

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00001 DELTA FOREMOST CHEMICAL	918430	FREI	00119098	11001817 FREIGHT CHGS 00119098		220202	20.47-
00001 DELTA FOREMOST CHEMICAL	918454	FREI	11001818	FREIGHT CHGS 00120083 11001865		220202	33.39-
00001 DELTA FOREMOST CHEMICAL	919882			FREIGHT CHGS PO#119717		220202	103.00-
					12/16/11	12/16/11 12/16/11	
DELTA FOREMOST CHEMICAL Sum							1,324, .81
00001 DELTACOM	12300695	11/					-
00001 DELTACOM	11044575	11/	00119866	11001619 PHONE SYS MNT T DEPOT 11/11 00119866	12/16/11	220203	792, .00
00001 DELTACOM	11044583	11/	.1001620	PHONE SYS MNT CITY HALL 11/11 00119866	12/16/11	220203	1,998, -.0
00001 DELTACOM	11784592	11/	.1001621	PHONE SYS MAINT HPD 11/11 00119866 11001622	12/16/11	220203	3,444, 0-
				PHONE SYS MAINT ACADEMY 11/11	12/16/11	220203	337, 00-
DELTACOM Sum							.50
00001 DRAGON COURT DESIGNS							6,571, .50
DRAGON COURT DESIGNS Sum	PO#120170	12	00120170	11001917 FRAME PROCLAMATIONS-COUNCIL	12/16/11	220205	360, .00
00001 ECONOMY SUPPLY CO	162582						-
00001 ECONOMY SUPPLY CO	162899						
00001 ECONOMY SUPPLY CO	162284						360.00-
	163329		00119649	11001660 ROOFING FELT/SAW BLADES-ACDMY	12/16/11		
00001 ECONOMY SUPPLY CO			00119799	11001784 ROOF/DOOR MATLS-BURN BLDG 00119503	12/16/11	220209	351.20-
			11001789	BLDG MATLS PUB WORKS OFFICES 00119999 11001862	12/16/11	220209	311.04-
ECONOMY SUPPLY CO Sum				NAIL GUN NAILS-P/F ACADEMY	12/16/11	220209	1,908.80-
	126106-00		00119713	11001584 JANIT SUPP-FIRE ADM			150.00-
00001 ELKINS WHOLESALE INC							2,721.04-
ELKINS WHOLESALE INC Sum							195.61-
00001 EMERGENCY EQUIPMENT PROF	401610				12/16/11	220210	
00001 EMERGENCY EQUIPMENT PROF	401680						
	401687						195.61-
00001 EMERGENCY EQUIPMENT PROF			00119645	11001667 REPR PTS U#8943 FIRE DEPT 00119389	12/16/11	220211	150, .26
			11001738	BREATHING AIR COMPRESSOR REPR 00119804	12/16/11	220211	445, -.0
EMERGENCY EQUIPMENT PROF Sum			11001864	WRENCH-FIRE MECHANIC	12/16/11	220211	107, 0-
							00-
00001 EMERGENCY MANAGEMENT DIS Q/E	12/31/11	00120168	11001920	Q/E ENDING 12/31/11 CONTRIB			702, .26
EMERGENCY MANAGEMENT DIS Sum							-
					12/16/11	220212	25, ,250 .00
00001 ENTREKIN, PAUL							-
							25, ,250 .00
ENTREKIN, PAUL Sum							-
00001 ESSCO HEATING AND A/C	20487		TRAVEL REIMB 00120034	11001806 EXPNS-MS TRANSP CONF-BILOXI	12/16/11	220213	31. .72
							-
ESSCO HEATING AND A/C Sum							31. .72
00001 FAIRLEY, BILLY RAY			00119918	11001777 HEAT SYS REPR HWY 98 SUB-STA	12/16/11	220214	80. ,00
							-
							80, .00
							-
	PO#19893	11/	00119893	11001911 BRICKS-MOBILE/PINE SIDEWALKS	12/16/11	220215	70, .00
							-

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FAIRLEY, BILLY RAY							
Sum							70.00-
00001 FERGUSON ENTERPRISES INC	1116450	00119663	11001750	RPLCMNT WATER COOLER-ENGR 00119633	12/16/11	220217	375 .00
00001 FERGUSON ENTERPRISES INC	1116281	11001759	PLUMB SUPP-CEM OFFICE/BRKROOM 00119917	12/16/11	220217		, -.9
00001 FERGUSON ENTERPRISES INC	1117689	11001775	PLUMB SUPP-POLICE DEPT	12/16/11	220217		281 0-. 28
FERGUSON ENTERPRISES INC Sum					12/16/11	220218	765 .18
00001 FORD, PHILLIP	PETTY CASH 1	00119819	11001675	PETTY CASH TRAFFIC/CONSTR			, -.3
FORD, PHILLIP							
Sum					12/13/11	15252	220 .35
00001 FORREST CTY CHANCERY CLK	12/13/11 - F	0012014	9	11001892 BOND FILING-VALIDATION PRO			. -.0
FORREST CTY CHANCERY CLK							
Sum							
00001 FORREST CTY SUPERVISORS JAIL 10/11 E	00120185	11001980	JAIL 10/11	EXPENSES JAIL			
00001 FORREST CTY SUPERVISORS 10/11 M	00120185	11001981	JAIL 10/11	MEDICAL			
FORREST CTY SUPERVISORS							
Sum							
				1 SHOCK-PRISONER			
				1 LUMZY-PRISONER			
				1 HOWARD-PRISONR			
				WHITEHEAD-PRSNR			
				1 BULLOCK-PRSNR 1			
				TATE-PRISONER			
				SLOAN-PRISONER			
				1 BRASWELL-PRSNR			
				1 DRAUGHN-PRSNR			
00001 FORREST GENERAL HOSPITAL	32993966	SHO	00120189	11001955	SERVS 10/12/1		
00001 FORREST GENERAL HOSPITAL	32993966	15%	00120189	11001956	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	33064445	LUM	00120189	11001957	SERVS 10/28/1		
00001 FORREST GENERAL HOSPITAL	33064445	15%	00120189	11001958	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	33067687	HOW	00120189	11001959	SERVS 10/29/1		
00001 FORREST GENERAL HOSPITAL	33067687	15%	00120189	11001960	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	33008517	WHI	00120189	11001961	SRVS 10/15/11		
00001 FORREST GENERAL HOSPITAL	33008517	15%	00120189	11001962	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	33133059	BUL	00120189	11001963	SERVS 11/14/1		
00001 FORREST GENERAL HOSPITAL	33133059	15%	00120189	11001964	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	33129925	TAT	00120189	11001965	SERVS 11/14/1		
00001 FORREST GENERAL HOSPITAL	33129925	15%	00120189	11001966	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	32945685	SLO	00120189	11001967	SERVS 9/30/11		
00001 FORREST GENERAL HOSPITAL	32945685	15%	00120189	11001968	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	33143801	BRA	00120189	11001969	SERVS 11/16/1		
00001 FORREST GENERAL HOSPITAL	33143801	15%	00120189	11001970	15% CONT ADJ		
00001 FORREST GENERAL HOSPITAL	33130667	DRA	00120189	11001971	SERVS 11/14/1		
00001 FORREST GENERAL HOSPITAL	33130667	15%	00120189	11001972	15% CONT ADJ		

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00001 FORREST GENERAL HOSPITAL
EAP CHARGE 1 00119861 11001624 EAP
CHARGE 12/11

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RAL HOSPITAL Sum

00001 G & K SERVICES 1035211049
 00001 G & K SERVICES
 00001 G & K SERVICES ENGR
 00001 G & K SERVICES 1035213217

00119823 11001690
 UNIFORMS/MOP 11/01

00119823 11001691
 UNIFORMS/MOP 11/08

ENGR

1035215393 00119823 11001692 UNIFORMS/MOP 11/15 ENGR
 1035217558 00119823 11001693 UNIFORMS/MOP 11/22 ENGR

97.00-

12/16/11	220220	86, ,427 .00
12/16/11	220220	1, ,256 .31

85, ,170 .69

, -

12/16/11	220222	509, .11
12/16/11	220222	76, .36
12/16/11	220222	2, ,503 .52
12/16/11	220222	375, .52
12/16/11	220222	1-, ,181 .97
12/16/11	220222	177, .29
12/16/11	220222	1, ,743 .19
12/16/11	220222	261, .47
12/16/11	220222	394, .23
12/16/11	220222	59, .13
12/16/11	220222	9, ,033 .21
12/16/11	220222	1<, ,354 ,98
12/16/11	220222	1-, ,113 .25
12/16/11	220222	166, .98
12/16/11	220222	144, ,13
12/16/11	220222	21, .61
12/16/11	220222	127, .60
12/16/11	220222	19, .14

14, ,237 ,73

, -

12/16/11	220223	1/ ,785 .00
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1, .785 .00

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12/16/11	220226	8, .90
12/16/11	220226	8, .90
12/16/11	220226	8, .90
12/16/11	220226	8, .90

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00001 G & K SERVICES	1035219730	00119823	11001694	UNIFORMS/MOP 1 1/29 ENGR		220226	8.90-
00001 G & K SERVICES	1035211033	00120177	11001925	UNIFORMS 11/01 CEM/FORESTRY		220226	56.00-
00001 G & K SERVICES	1035213201	00120177	11001926	UNIFORMS 11/08 CEM/FORESTRY		220226	56.00-
00001 G & K SERVICES	1035215377	00120177	11001927	UNIFORMS 11/15 CEM/FORESTRY		220226	56.00-
00001 G & K SERVICES	1035217542	00120177	11001928	UNIFORMS 11/22 CEM/FORESTRY		220226	64.00-
00001 G & K SERVICES	1035219714	00120177	11001929	UNIFORMS 11/29 CEM/FORESTRY		220226	52.00-
00001 G & K SERVICES	1035211454	00120177	11001930	MOP/MAT 11/02 CEM/FORESTRY		220226	19.38-
00001 G & K SERVICES	1035213614	00120177	11001931	MOP/MAT 11/09 CEM/FORESTRY		220226	19.38-
00001 G & K SERVICES	1035215797	00120177	11001932	MOP/MAT 11/16 CEM/FORESTRY		220226	19.38-
00001 G & K SERVICES	1035217953	00120177	11001933	MOP/MAT 11/23 CEM/FORESTRY		220226	19.38-
00001 G & K SERVICES	1035220134	00120177	11001934	MOP/MAT 11/30 CEM/FORESTRY		220226	19.38-
G & K SERVICES					12/16/11	12/16/11	12/16/11
Sum					12/16/11		
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00119868	11001623	CAFE PLAN ADM FEES 11/11			
G G A ADMINISTRATORS Sum	00001 GARNER LUMLEY ELECTRIC	00119607	11001597	CHRISTMAS LIGHTS CITY HALL			
		00119632	11001598	ELEC SUPP-CHRISTMAS LIGHTS			
00001 GARNER LUMLEY ELECTRIC	S 4 69121	00119655	11001599	ELEC SUPP-CHRISTMAS LIGHTS			
00001 GARNER LUMLEY ELECTRIC	S 4 69134	00119563	11001881	REPR FINISH NAILER-CONSTR			
00001 GARNER LUMLEY ELECTRIC	S 4 69274						425, .40
GARNER LUMLEY ELECTRIC S							-
Sum					12/16/11	220227	291, .20
00001 GATWOOD BODY SHOP	00118 6						291, .20
GATWOOD BODY SHOP				AILGATE REPR U#17528 TRAFFIC			-
Sum					12/16/11	220228	686, .75
00001 GILLILANDS ELECTRONICS	S 51054	00119767	11001609				
00001 GILLILANDS ELECTRONICS	S 50873	00119857	11001610				
00001 GILLILANDS ELECTRONICS	S 50507	00119857	11001611	SECURITY CAMERA HUMAN RES REPLACE			188, .40
00001 GILLILANDS ELECTRONICS	S 50931	00119857	11001613	PHONE POLICE SUB-STA COMPUTER			113, .33
00001 GILLILANDS ELECTRONICS	S 50936	00119857	11001614	CABLING SANIT OFFICE MOVE PHONE			70, .00
00001 GILLILANDS ELECTRONICS	S 50935	00119883	11001652	NUMBERS INFO TECH PHONE DATA SERV			
00001 GILLILANDS ELECTRONICS	S 51034	00119883	11001653	HPD SERV CNTR HOOK UP	12/16/11	220229	1, ,353 .04
00001 GILLILANDS ELECTRONICS	S 51065	00119746	11001826	LINE-EVIDENCE ROOM REPLACE			-
				CAMERA-EVIDENCE ROOM ALARM			1, ,353 .04
				SYSTEM #2 FIRE STA			-
GILLILANDS ELECTRONICS S Sum					12/16/11	220232	900, .00
00001 H'BURG AMERICAN	ACCT #1 H12998 36798	00119965	11001721	PROOFS PUBLICATION 11/11	12/16/11	220232	285, .00
00001 H'BURG AMERICAN	ACCT #1 H12998 36798	00119965	11001722	PROOFS PUBLICATION 11/11	12/16/11	220232	217, .03
H'BURG AMERICAN ACCT #1 Sum					12/16/11	220232	170, .89
00001 H'BURG AMERICAN (SUBSCRI	HA0344272	00120136	11001902	SUBSCRIPT 12/11-11/12 MUN CLK	12/16/11	220232	65, .00
H'BURG AMERICAN (SUBSCRI Sum					12/16/11	220232	65, .00
00001 H'BURG AMERICAN (SUBSCRI					12/16/11	220232	464, .95
					12/16/11	220232	1, ,440 .00
H'BURG AMERICAN (SUBSCRI Sum							3, ,607 .87
00001 H'BURG CLINIC PA (ACCT#2	1008841	00119757	11001573	PRE-EMP EXAM-SCOTT-POLICE			-
					12/16/11	220234	2, ,883 .00
					12/16/11	220234	129, .30
							3, ,012 .30
							-
					12/16/11	220235	186, .02
							-

12/16/11 220236

186.02-

275.00-

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00001 H'BURG CLINIC PA (ACCT#2	2800-57-7113	00119802	11001650	PRE-EMP PSY EXAMS-POLICE	12/16/11	220236	550.00-
H'BURG CLINIC PA (ACCT#2 Sum							825.00-
00001 H'BURG HYDRAULICS INC	45467				12/16/11	220238	286.98-
00001 H'BURG HYDRAULICS INC	45533				12/16/11	220238	56.98-
00001 H'BURG HYDRAULICS INC	45531				12/16/11	220238	109.77-
00001 H'BURG HYDRAULICS INC	45534				12/16/11	220238	117.11-
H'BURG HYDRAULICS INC Sum							570, .84 -
00001 HANGER PROSTHETICS & ORT JTHIXIBIPNBI	00120191	11001973	SRVS 10/15/11	WHITEHEAD-PRSNR	12/16/11	220239	15, .00 -
HANGER PROSTHETICS & ORT Sum							15, .00 -
00001 HILL, LEROY COFFEE CO IN 6215		00119871	11001606	COFFEE SERV M/ADM	12/16/11	220244	62, .62 -
HILL, LEROY COFFEE CO IN Sum							62, .62 -
00001 HUBERTS TRIM SHOP	291228	00119941	11001906	HOSE BED COVER U#13932 FIRE	12/16/11	220247	360, .00 -
HUBERTS TRIM SHOP Sum							360, .00 -
00001 ICE PLANT INC 00001 ICE	0371391				12/16/11	220249	63, .70
PLANT INC	0373629				12/16/11	220249	98, -.0 0-
ICE PLANT INC Sum							161, .70 -
00001 INFO HOLD INC	2242						
INFO HOLD INC Sum							
		00119858	11001615	ANNUAL CD PROG INFO TECH	12/16/11	220252	325. .00 -
00001 INGRAM EQUIPMENT CO LLC							325.00-
00001 INGRAM EQUIPMENT CO LLC							
00001 INGRAM EQUIPMENT CO LLC							
00001 INGRAM EQUIPMENT CO LLC							
00001 INGRAM EQUIPMENT CO LLC	0013127-IN	00119578	11001698	REPR PTS-STOCK-SANIT	12/16/11	220253	2,847.06-
	0022573-IN	00119647	11001830	REPRS U#13892 ST CLEAN	12/16/11	220253	5,728.42-
INGRAM EQUIPMENT CO LLC Sum	0013215-IN	00119841	11001874	NUTS/BOLTS-STOCK-STREET	12/16/11	220253	188.53-
	0022622-IN	00119946	11001909	REPR PTS U#13982 STREET	12/16/11	220253	130.08-
00001 INTERACT PUBLIC SAFETY S	0013263-IN	00119981	11001913	REPR PTS-STOCK-SANIT	12/16/11	220253	2,610.00-
MC008829							
INTERACT PUBLIC SAFETY S Sum							11,504.45-18,251.90-
00001 INTOXIMETERS		00119882	11001654	MAINT-INFO SRVR,NCIC INTERFCE	12/16/11	220254	18,251.90-177.95-
	348082						
		00119577	11001729	INTOXILIZER MOUTH PIECES	12/16/11	220255	
INTOXIMETERS Sum							177.95-

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00001 IRBY, STUART C CO	S006388118.0	00119383	11001595	ELEC SUPP ENGR DEPT 00118975 11001605	12/16/11	220256	31.43-
00001 IRBY, STUART C CO	S006378512.0	00119383	11001595	ELEC SUPP 11/11 POLICE DEPT 00119832 11001880 CABLE	12/16/11	220256	73.44-
00001 IRBY, STUART C CO	S006408582.0	00119628	11001887	HOLIDAY-CHRISTMAS LIGHTS 00119628 11001887 ELEC SUPP CIVIC	12/16/11	220256	45.50-
00001 IRBY, STUART C CO	S006388115.0	00119383	11001595	RENT PK GARAGE	12/16/11	220256	67.57-
IRBY, STUART C CO Sum							
00001 JOHNNY'S WRECKER SERVICE 192 63		00119570	11001602	TOWING U#17730 SANIT			217.94-
					12/16/11	220258	250.00-
JOHNNY'S WRECKER SERVICE Sum							
	11-0188						250.00-
00001 JOHNSON, RON		00118658	11001867	INSTALL MOUNTS VARI FIRE UNITS	12/16/11	220259	1,290.00-
JOHNSON, RON Sum							
00001 KENTWOOD SPRINGWATER	47196						1,290.00-
		00120057	11001853	DRINKING WATER POLICE DEPT	12/16/11	220265	145.10-
KENTWOOD SPRINGWATER Sum							
00001 KUYRKENDALL, BERT							145.10-
KUYRKENDALL, BERT Sum							
	TRAVEL REIMB	00120024	11001812	EXPNS-NU COUNCIL/MONTGOMERY	12/16/11	220271	386.05-
00001 LAMAR CTY CHANCERY CLERK							
RECORDING FE 00119780 11001557 RECORDING FEES-MUN CLERK							386.05-
					12/16/11	220272	24.00-
LAMAR CTY CHANCERY CLERK Sum							
							24.00-
00001 LAMAR CTY SHERIFF							
00001 LAMAR CTY SHERIFF	JAIL 10/11	00120190	11001982	JAIL EXPENSE 10/11	12/16/11	220273	2,500.00-
	JAIL 11/11	00120190	11001983	JAIL EXPENSE 11/11	12/16/11	220273	3,340.00-
LAMAR CTY SHERIFF Sum							
							5,840.00
00001 LANCASTER'S MACHINE & WE 20560							-
LANCASTER'S MACHINE & WE Sum							
		00119924	11001753	REPRS U#17721 SANIT	12/16/11	220274	1,260.00
							-
00001 LAUREL MACHINE & FOUNDRY 412801 00001							1,260.00
LAUREL MACHINE & FOUNDRY 414023							-
LAUREL MACHINE & FOUNDRY Sum							
		00119506	11001596	STEEL-CONCRETE FORM RACKS	12/16/11	220276	1,461.68
		00119957	11001986	ANGLE IRON, HOT ROLL-STREET	12/16/11	220276	2,109.00
00001 LEXISNEXIS MATTHEW BENDE 2397 6713							3,571.28
00001 LEXISNEXIS MATTHEW BENDE 23813342							-
LEXISNEXIS MATTHEW BENDE Sum							
		00119961	11001725	SUBSCRIPTION-LOSS CONTROL	12/16/11	220277	54.47
00001 LOWE'S OF HATTIESBURG IN 924092		00120023	11001809	MS CRIME/TRAFF LAW SUBSCRIPT	12/16/11	220277	56.47
							110.94-
		00118911	11001796	EXTERIOR CARPET HPD ENTRANCE	12/16/11	220279	79.38-

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00001	LOWE'S	OF HATTIESBURG	IN	967011	00119207	11001797	WET/DRY VAC POLICE SERV CNTR	12/16/11	220279	170.05-	
00001	LOWE'S	OF HATTIESBURG	IN	924669	00119207	11001798	VACUUM FILTER POL SERV CNTR	12/16/11	220279	30.32-	
00001	LOWE'S	OF HATTIESBURG	IN	924071	00118887	11001799	PLUMBER TOOLS-CONSTR 00119430	12/16/11	220279	308.86-	
00001	LOWE'S	OF HATTIESBURG	IN	967425	11001800		STORAGE BOXES-CHRISTMAS LITES 00118836	12/16/11	220279	189.66-	
00001	LOWE'S	OF HATTIESBURG	IN	936753	11001801		EXTENSION CORDS-AIRPORT MAINT 00119126	12/16/11	220279	36.04-	
00001	LOWE'S	OF HATTIESBURG	IN	936301	11001802		DECORATIONS-DOWNTOWN CHRISTMAS	12/16/11	220279	1,706.23-	
										2, ,520 .54	
LOWE'S OF HATTIESBURG IN Sum										, -	
00001	MCCAIN	UNIFORMS	00001	216128-1	00119591	11001824	MTRCYCLE JACKET-DENSON-POLICE	12/16/11	220284	3, 420 .00	
MCCAIN	UNIFORMS	00001	MCCAIN	215476-1	00118728	11002004	FIRE DEPT UNIFORMS	12/16/11	220284	8, , -.4	
UNIFORMS	00001	MCCAIN	UNIFORMS	215477-1	00118728	11002005	FIRE DEPT UNIFORMS	12/16/11	220284	9, ,344 5-	
00001	MCCAIN	UNIFORMS	00001	215478-1	00118728	11002006	FIRE DEPT UNIFORMS	12/16/11	220284	10, , 95-	
MCCAIN	UNIFORMS			215479-1	00118728	11002007	FIRE DEPT UNIFORMS	12/16/11	220284	1, ,660 .45	
				215480-1	00118728	11002008	FIRE DEPT UNIFORMS	12/16/11	220284	, -.2	
MCCAIN UNIFORMS Sum										,909 0-	
										34, ,418 .80	
00001	MCELHANEY	PLUMBING	INC	188700						, -	
00001	MCELHANEY	PLUMBING	INC	190134							
00001	MCELHANEY	PLUMBING	INC	190663	00119747	11001682	PLUMB SUPP-ICE MAKERS P/WORKS	12/16/11	220286	209 .55	
MCELHANEY PLUMBING INC Sum										12/16/11 220286 , -.7	
					11001944	PIPE WRAP P/F ACADEMY		12/16/11	220286	53, 0-	
										44, 75-	
00001	MCKINLEY, ALLEN									308, .00	
MCKINLEY, ALLEN Sum										-	
				TRAVEL ADVAN	00119968	11001748	TRAV	12/16/11	220287	82, .00	
00001	MCLAUGHLIN, KATONYA									82, .00	
MCLAUGHLIN, KATONYA Sum										-	
				TRAVEL REIMB	00119855	11001618	EXPNS-MS	12/16/11	220288	11. .44	
00001	MCLELLAND TV COMPANY INC	24									-
394										11, ,44	
MCLELLAND TV COMPANY INC Sum										-	
					00119621	11001907	PROJECTOR MOUNT P/F	12/16/11	220289	149, .95	
										-	
				138523P						149 ,95	
00001	MCMULLAN EQUIPMENT CO									. -	
					00119921	11001773	REPR PTS-STOCK-POLICE	12/16/11	220290	62. ,60	
MCMULLAN EQUIPMENT CO Sum										-	
										62. ,60	
00001	MEGAGATE									-	
				205876-00 10	00120110	11001835		12/16/11	220292	5, 863 ,35	
MEGAGATE Sum										-	
00001	MID SOUTH UNIFORM & SUPP	471746									5,863.35-
					00117978	11001633	CLOTHING-M DOBBINS PAL	12/16/11	220294	241.25-	
MID SOUTH UNIFORM & SUPP Sum										241.25-	

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00001 MIKE'S TIRE & WHEEL CO	2157166	00119538	11001594	TIRES U#14956 STREET	12/16/11	220295	3,909.94-
MIKE'S TIRE & WHEEL CO Sum							3,909.94-
00001 MOLLY MAID		SERVICES 12/	00119933	11001760 SERVS 12/11 HILND CEM OFFICE	12/16/11	220299	245.00-
MOLLY MAID Sum							245.00-
00001 MORSE, BRYAN		00001 MORSE, BRYAN		TRAVEL REIMB TRAVEL REIMB			245.00-
MORSE, BRYAN Sum			00119892	11001662 TRAVEL REIMB-FIREARMS COURSE	12/16/11	220301	75.01-
			00119929	11001734 EXPNS-GLOCK ARMORER'S COURSE	12/16/11	220302	96.61-
00001 MS ASSN OF CHIEFS OF POL 2012 MBRSH-							
00119914 11001733 2012 MBRSH DUES-MISENHELTER							171.62-
					12/16/11	220303	100.00-
MS ASSN OF CHIEFS OF POL Sum							100.00-
00001 MS DEPT OF INFORMATION T IN 601 COH19 IN							
00001 MS DEPT OF INFORMATION T 601 COH19 IN,			11001716	LONG DISTANCE 11/11 VARI DEPTS	12/16/11	220304	10,424.71-
00001 MS DEPT OF INFORMATION T 601 COZ27			11001717	LONG DISTANCE 10/11 VARI DEPTS	12/16/11	220304	10,374.20-
		02012143	11001831	NCIC MAINT 11/11 POLICE	12/16/11	220304	224.00-
MS DEPT OF INFORMATION T Sum							
			00119781	11001565 1/2 PREM-LIABILITY INS RNWL			21,022.91-
00001 MS MUNICIPAL LIABILITY P 3801					12/16/11	220308	259,488.50-
MS MUNICIPAL LIABILITY P Sum							259,488.50-
00001 MS POWER COMPANY 12/11 GENERA 00020125			11001895	MNTHLY ELEC-GENERAL			
MS POWER COMPANY Sum					12/16/11	220309	4,718.36-
00001 MS STATE UNIVERSITY-SAFE REG-MCKINLEY			00119966	1100174 9 REG-MCKINLEY-ASBESTOS CRSE			4,718.36-
MS STATE UNIVERSITY-SAFE Sum					12/16/11	220311	175.00-
00001 MS STATE/TREASURER/FINAN 12/01/11			02012121	11001548 FINE COLLECTIONS 11/11			175.00-
MS STATE/TREASURER/FINAN Sum					12/01/11	15240	85,053.72-
00001 N & H ELECTRONIC DISTRIB 092448							85,053.72-
N & H ELECTRONIC DISTRIB Sum							
			00119630	11001634 BATTERIES-TACT LIGHTS/RADAR	12/16/11	220315	375.00-
00001 NAPA AUTO PARTS	456343						
00001 NAPA AUTO PARTS	455293		00119765	11001586 MAINT SUPP-FIRE DEPT TRUCKS		00119394	
00001 NAPA AUTO PARTS	455294		11001639	PAINT SUPP-STOCK-POLICE		00119394 11001640 REPR	
00001 NAPA AUTO PARTS	455295		PTS U#11097	POLICE 00119394 11001641 REPR PTS U#15778			
			POLICE		12/16/11	220319	761.01-
					12/16/11	220319	44.88-
					12/16/11	220319	107.43-
					12/16/11	220319	126.14-

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00001	NAPA	AUTO	PARTS	455297	00119394	11001642	REPR PTS-STOCK-POLICE	12/16/11	220319	175.62-
00001	NAPA	AUTO	PARTS	455298	00119394	11001643	REPR PTS-STOCK-POLICE	12/16/11	220319	87.43-
00001	NAPA	AUTO	PARTS	455299	00119394	11001644	REPR PTS U#15778 POLICE	12/16/11	220319	150.62-
00001	NAPA	AUTO	PARTS	456120	00119623	11001645	REPR PTS U#15482 POLICE	12/16/11	220319	63.28-
00001	NAPA	AUTO	PARTS	456111	00119623	11001646	REPR PTS U#16757 POLICE	12/16/11	220319	36.28-
00001	NAPA	AUTO	PARTS	456112	00119623	11001647	REPR PTS U#10228 POLICE	12/16/11	220319	663.48-
00001	NAPA	AUTO	PARTS	456110	00119623	11001648	REPR PTS U#9608 ANIMAL CNTRL	12/16/11	220319	162.06-
00001	NAPA	AUTO	PARTS	456630	00119888	11001668	FIRE MECHANIC SHOP SUPP	12/16/11	220319	94.16-
00001	NAPA	AUTO	PARTS	456102	00119669	11001730	REPR PTS-STOCK-POLICE	12/16/11	220319	342.50-
00001	NAPA	AUTO	PARTS	456098	00119667	11001742	REPR PTS U#12688 STREET	12/16/11	220319	42.01-
00001	NAPA	AUTO	PARTS	456100	00119667	11001743	REPR PTS-STOCK-SANIT 00119667	12/16/11	220319	12.09-
00001	NAPA	AUTO	PARTS	456101	11001744	REPR PTS-STOCK-SANIT 00119572 11001790	12/16/11	220319	84.02-	
00001	NAPA	AUTO	PARTS	456116	REPR PTS U#13175 STREET 00119572 11001791 REPR	12/16/11	220319	104.52-		
00001	NAPA	AUTO	PARTS	456117	PTS U#17017 STREET 00119572 11001792 REPR PTS	12/16/11	220319	57.91-		
00001	NAPA	AUTO	PARTS	456118	U#17017 STREET 00119567 11001793 REPR PTS U#14676	12/16/11	220319	39.39-		
00001	NAPA	AUTO	PARTS	456113	SHOP 00119567 11001794 FUNNEL-SHOP 00120044	12/16/11	220319	74.83-		
00001	NAPA	AUTO	PARTS	456114	11001939 REPR PTS-STOCK-POLICE 00119734 11001989	12/16/11	220319	31.05-		
00001	NAPA	AUTO	PARTS	457244	REPR PTS U#11911 STREET 00119847 11001990 REPR	12/16/11	220319	48.36-		
00001	NAPA	AUTO	PARTS	457236	PTS U#8643 STREET 00119847 11001991 REPR PTS	12/16/11	220319	17.01-		
00001	NAPA	AUTO	PARTS	457228	U#17017 STREET 00119847 11001992 REPR PTS U#8643	12/16/11	220319	141.08-		
00001	NAPA	AUTO	PARTS	457229	STREET 00119847 11001993 HAND TOOLS-SHOP	12/16/11	220319	209.83-		
00001	NAPA	AUTO	PARTS	457833	00119847 11001994 REPR PTS U#9804 SHOP 00119952	12/16/11	220319	59.50-		
00001	NAPA	AUTO	PARTS	457227	11001995 REPR PTS U#8669 STREET 00119952 11001996	12/16/11	220319	82.10-		
00001	NAPA	AUTO	PARTS	457230	REPR PTS U#9214 SHOP 00119952 11001997 REPR	12/16/11	220319	17.71-		
00001	NAPA	AUTO	PARTS	457183	PTS-STOCK-SHOP 00120092 11002001 HAND	12/16/11	220319	53.30-		
00001	NAPA	AUTO	PARTS	457184	TOOLS-SHOP	12/16/11	220319	172.12-		
00001	NAPA	AUTO	PARTS	457186		12/16/11	220319	6.60-		
00001	NAPA	AUTO	PARTS	457245		12/16/11	220319	65.30-		
NAPA AUTO PARTS										4 ,13 .62
Sum										3 -
00001	NATL	RIFLE	ASSN (LEAD)	RA-01R MORSE	00118015	11001665	REG-MORSE-NRA INSTR SCHOOL	12/16/11	220320	525 .00
NATL RIFLE ASSN (LEAD) Sum										-
										525 .00
00001	NEEL-SCHAFFER	INC		0998183	00120111	11001838	SERVS 9/11 GORDON CREEK PLAN	12/16/11	220322	2 ,08 .05
NEEL-SCHAFFER INC										3 -
Sum										2, ,08 .05
00001	NEWELL	PAPER	COMPANY	519904	00119072	11001567	JANIT SUPP POLICE DEPT	12/16/11	220323	1, ,044 .02
00001	NEWELL	PAPER	COMPANY	521575	00119072	11001568	JANIT SUPP POLICE DEPT	12/16/11	220323	109, .65
00001	NEWELL	PAPER	COMPANY	521380	00119599	11001589	JANIT SUPP TRAFFIC/CONSTR	12/16/11	220323	389, .78
00001	NEWELL	PAPER	COMPANY	518979	00118777	11001591	JANIT SUPP PUBLIC WORKS	12/16/11	220323	1, ,648 ,54-
00001	NEWELL	PAPER	COMPANY	519612	00118777	11001592	JANIT SUPP PUBLIC WORKS	12/16/11	220323	156, .10-
00001	NEWELL	PAPER	COMPANY	521542	00118777	11001593	JANIT SUPP PUBLIC WORKS	12/16/11	220323	84, .64-
00001	NEWELL	PAPER	COMPANY	521851	00119715	11001616	JANIT SUPP CITY HALL	12/16/11	220323	783 ,40-
00001	NEWELL	PAPER	COMPANY	522220	00119808	11001728	JANIT SUPP -POLICE DEPT	12/16/11	220323	1, .124 96-
00001	NEWELL	PAPER	COMPANY	522644	00120009	11001878	WHITE RAGS •SHOP	12/16/11	220323	386 30-
NEWELL PAPER COMPANY										5, 727 39-
Sum										.
00001	NEWSOME, FRANK	TRAVEL	ADVAN	00119900	11001669	TRAV ADV-FIRE CHIEF'S CONF		12/16/11	220324	398 68-

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NEWSOME, FRANK							
Sum							398.68-
00001 NICHOLSON & COMPANY PLLC 153071	00001	02012112	11001718	INTERIM BILLING '10-'11 AUDIT	12/16/11	220325	20 ,00 .00
NICHOLSON & COMPANY PLLC 153141		02012139	11001803	INTERIM BILLING '10-'11 AUDIT	12/16/11	220325	20 ,00 .00
							0
NICHOLSON & COMPANY PLLC							40 ,00 .00
Sum							0 -
00001 NORDAN SMITH WELDING SUP 1039373	GENE 00120051	11001859	CYL RENT 11/11	VARI DEPTS	12/16/11	220326	392 .04
							-
NORDAN SMITH WELDING SUP							392 .04
Sum							-
00001 OFFICE DEPOT INC	583215148001	00118687	11001560	OFFICE SUPP-MIDTOWN PROJECT	12/16/11	220329	62 .78
00001 OFFICE DEPOT INC	583215149001	00118687	11001561	OFFICE SUPP-MIDTOWN PROJECT	12/16/11	220329	88 .32
00001 OFFICE DEPOT INC	587004504001	00119517	11001562	OFFICE SUPP-PLANNING DEPT 00119517	12/16/11	220329	62 .80
00001 OFFICE DEPOT INC	587004030001	11001563	OFFICE SUPP-PLANNING DEPT 00119392	11001566	12/16/11	220329	111 .38
00001 OFFICE DEPOT INC	586414711001	DVD VIDEO CAMERA DISKS-POLICE 00119377	11001569		12/16/11	220329	118 .56
00001 OFFICE DEPOT INC	586414698001	PRINTER INK POLICE DEPT 00119377	11001570	PRINTER INK	12/16/11	220329	184 .02
00001 OFFICE DEPOT INC	586414698002	POLICE DEPT 00119581	11001571	CAMERA/PIO-POLICE DEPT	12/16/11	220329	59 .22
00001 OFFICE DEPOT INC	1412618831	00119512	11001588	SOFTWARE LICENSE-FIRE DEPT	12/16/11	220329	122 .98
00001 OFFICE DEPOT INC	587141474001	00119406	11001604	GPS-SUPERVISOR'S TRUCK-CEM	12/16/11	220329	1 ,599 .92
00001 OFFICE DEPOT INC	587348753001	00119629	11001727	VIDEO CAMERA DISKS-VARI UNITS	12/16/11	220329	114. .95
00001 OFFICE DEPOT INC	587746994001	00119742	11001860	OFFICE SUPP P/F ACADEMY 00119742	12/16/11	220329	247. .00
00001 OFFICE DEPOT INC	588414854001	11001861	OFFICE SUPP P/F ACADEMY 00119737	11001879	12/16/11	220329	212. .88
00001 OFFICE DEPOT INC	588414855001	PRINTER INK-CONSTR 00119759	11001899	PRINTER INK MUN	12/16/11	220329	23. .51
00001 OFFICE DEPOT INC	1416628591	COURT			12/16/11	220329	61. .98
00001 OFFICE DEPOT INC	588615340001				12/16/11	220329	181. .11-
00001 OWENS BUSINESS MACHINES	227314	00119644	11001574	PRINTER REPR RECORDS DIV 00119807			
000001 OWENS BUSINESS MACHINES	227816	11001671	COPIER MAINT 2012	FIRE PREV			3, ,251 .41-
Sum							.
OWENS BUSINESS MACHINES Sum							
00001 PACE ROOFING	17412				12/16/11	220330	379. 00-
					12/16/11	220330	606. 28-
PACE ROOFING							985. 28-
Sum							
00001 PATTERSON, TONY					12/16/11	220331	48, 300. 00-
	00119355	11001827	ROOF REPLACEMENT #4	FIRE STA			
PATTERSON, TONY							48, 300. 00-
Sum							
00001 PEANUTS TOWING SERVICE					12/16/11	220332	398 68-
00001 PEANUTS TOWING SERVICE	TRAVEL ADVAN	00119989	1100178	6 TRAV ADV-FIRE CHIEF'S CONF			.
00001 PEANUTS TOWING SERVICE							398. 68-
00001 PEANUTS TOWING SERVICE							
	58250				12/16/11	220334	165. 00-
	58631				12/16/11	220334	65. 00-
	58706				12/16/11	220334	65. 00-
	58779				12/16/11	220334	100. 00-

00119801 11001659 TOWING CRIME SCENE VEHICLE
00119982 11001782 TOWING SEIZED VEHICLE 00120026
11001810 TOWING U#14684 LAND CODE 00120094
11001858 TOWING CRIME SCENE VEHICLE

PEANUTS TOWING SERVICE
Sum

395.00-

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00001 PINE BELT OIL COMPANY IN	347544	00119659	11001554	12/11 #8 FIRE STA 12/11 GENERA	12/16/11	220335	687.56-5,230.07-
00001 PINE BELT OIL COMPANY IN	346406	00119659	11001555	BLIC SERVICES	12/16/11	220335	
00001 PINE BELT OIL COMPANY IN	347721	00119753	11001720				5,917 .63
00001 PINE BELT OIL COMPANY IN	534298	00119926	11001746				-
00001 PINE BELT OIL COMPANY IN	534296	00119833	11001757				
00001 PINE BELT OIL COMPANY IN	534437	00119880	11001758	TABLES-HEALTHY HOMETOWN	12/16/11	220337	500 .00
00001 PINE BELT OIL COMPANY IN	11/1-30/11	00119980	11001770				-
00001 PINE BELT OIL COMPANY IN	11/1-30/11	00119980	11001771				500 .00
00001 PINE BELT OIL COMPANY IN	3425988	00119925	11001820				-
00001 PINE BELT OIL COMPANY IN	1208	00119796	11001903				
00001 PINE BELT OIL COMPANY IN	1209	00119976	11001908	RS U#11428 TRAFFIC	12/16/11	220338	2,327 .39
00001 PINE BELT OIL COMPANY IN	536209	00120172	11001984				-
							2,327 .39
							-
					12/16/11	220341	19,301 .51
				GASOLINE-PUBLIC WORKS	12/16/11	220341	14,368 .84
				DIESEL-PUBLIC WORKS	12/16/11	220341	20,640 .91
				GASOLINE,DIESEL-PUBLIC WORKS	12/16/11	220341	407 .99
				MNTHLY GAS CARD FEES MOTOR	12/16/11	220341	625 .12
				OIL/HYD FLUID-CEM HYD TRACTOR	12/16/11	220341	352 .40
				OIL-CEM/FORESTRY MINIT MART CHGS	12/16/11	220341	5,787, .42
				11/11 POLICE MINIT MART CHGS	12/16/11	220341	1,863, .12
				11/11 FIRE	12/16/11	220341	21,821, .44
				GASOLINE,DIESEL-PUBLIC WORKS	12/16/11	220341	330, .00
				FOOD-NBRHDS CHRISTMAS MEETING	12/16/11	220341	110, .00
				REFRESHMENTS FIRE GRADUATION	12/16/11	220341	4,466, .00
				HYD/MOTOR OIL-PUBLIC WORKS			90,074. .75-
PINE BELT OIL COMPANY IN Sum							
00001 PINE BELT REGIONAL SOLID	100006	11/11	00120084	11001883 REFUSE DISPOSAL 11/11 SANIT	12/16/11	220342	33,324. ,24-
PINE BELT REGIONAL SOLID Sum							33,324. 24-
00001 PIONEER RESEARCH CORP	22 6560	00119773	11001871	T AND A GEL STRIPPER-STREET	12/16/11	220344	360. 56-
PIONEER RESEARCH CORP Sum							360. 56-
00001 PRESLEY, PAUL E		TRAVEL ADVAN	00119899	11001670 TRAV ADV-FIRE CHIEF'S CONF	12/16/11	220346	398. 68-
PRESLEY, PAUL E Sum							398. 68-
00001 PRIME TECH INC	16554/10747	00119429	11001816	OUTRIGGER PADS-CEMETERY	12/16/11	220347	544. 00-
PRIME TECH INC Sum							
00001 PRUITT GROUP, THE		LOBBY RETAIN	00119859	11001628 LOBBYING RETAINER FEES 12/11	12/16/11	220348	544.00-
PRUITT GROUP, THE Sum							3,000.00-
							3,000.00-

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00001 PUCKETT MACHINERY COMPAN	P05C5520835	00120015	11001875	REPR PTS U#14956 STREET	12/16/11	220349	550.02-
PUCKETT MACHINERY COMPAN Sum							550 .02
00001 PURVIS AUTO COLLISION 00001 PO#119793 11		00119793	11001658	ALIGNMENT U#15148 POLICE	12/16/11	220352	42 .00
PURVIS AUTO COLLISION 00001 PURVIS 2121		00119920	11001781	ALIGNMENT U#17355 POLICE	12/16/11	220352	42 -.0
AUTO COLLISION 1951		00120109	11001942	ALIGNMENT-POLICE UNIT	12/16/11	220352	42 0-.00-
PURVIS AUTO COLLISION Sum							126 .00
00001 RELIABLE WELDING & MACH 37790		00119616	11001688	BACKHOE REPRS-STREET			-
00001 RELIABLE WELDING & MACH 37791		00119616	11001689	GARBAGE TRUCK REPRS			-
00001 RELIABLE WELDING & MACH 37813		00119828	11001795	REPRS U#17724 SANIT	12/16/11	220355	677 .19
					12/16/11	220355	329 -.6
					12/16/11	220355	4,556 6-.25-
RELIABLE WELDING & MACH Sum							5,563 .10
00001 RICOH CORP							-
00001 RICOH CORP							-
RICOH CORP Sum	413426472	00119978	11001768	COPIER MAINT 2011 INFO TECH	12/16/11	220356	7,247 .63
00001 RJ YOUNG COMPANY 00001 RJ 249774-11-9		00120101	11001836	COPIER OVERAGE 8/11-10/11	12/16/11	220356	1,477 -.2
YOUNG COMPANY 251034							2-
							8,724. .85
RJ YOUNG COMPANY Sum							-
00001 RODGERS, WILLIAM F JR TRAVEL REIMB		00119851	11001664	COPIER 10/26-11/26 ACADEMY 00120007	12/16/11	220357	543 .30
00120166 11001919 EXPNS-ICC CONF-PHOENIX,AZ		11001813	COPIER MAINT 10/28-11/28 ENGR		12/16/11	220357	. -.5
							342 0-
							885. ,80
RODGERS, WILLIAM F JR Sum							-
00001 ROPER SUPPLY CO LLC 41552		00119782	11001731	REPR PTS-STOCK-POLICE	12/16/11	220358	1,642. 30-
							1,642. 30-
ROPER SUPPLY CO LLC Sum							-
00001 RUSTIN METAL BUILDING & 8670					12/16/11	220359	286. 70-
							286. 70-
RUSTIN METAL BUILDING & Sum							-
00001 SACKS OUTDOOR SUPPLY 00001 14896		00119790	11001631	CLOTH ALLOW-BASS-POLICE	12/16/11	220361	1,725. 00-
SACKS OUTDOOR SUPPLY 14780		00119934	11001772	CLOTH ALLOW-RUPLE-POLICE .D			-
							1,725. 00-
SACKS OUTDOOR SUPPLY Sum							-
00001 SALVATION ARMY					12/16/11	220363	86 89-
					12/16/11	220363	. 00-
							54
							140.89-7,962.83-
SALVATION ARMY ESG 2011 10/ 00120162 11001893 EMERGENCY SHELTER GRANT REIMB					12/13/11	15253	-
Sum							7,962.83-

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00001 SCHWANDT, MARILYN T	PETTY CASH 1	00120113	11001833	PETTY CASH-VARI DEPTS	12/16/11	220366	704.76-	
SCHWANDT, MARILYN T Sum	00001	SHERWIN-WILLIAMS COMPANY	1967-8				704 .76	
S							-	
HERWIN-WILLIAMS COMPANY Sum		00118637	11001872	PAINT SUPP MOBILE ST SIDEWLKS	12/16/11	220367	167 .81-	
00001 SHIPLEY'S DONUTS	108200 PO#11	00119740	11001629	DONUTS-COGIC SYS TRNG-POLICE			167 .81	
SHIPLEY'S DONUTS Sum							-	
00001 SHOWS DEARMAN & WAITS IN 16689 00001					12/16/11	220369	48 .32-	
SHOWS DEARMAN & WAITS IN 16708 00001 SHOWS							48 .32-	
DEARMAN & WAITS IN 16709								
SHOWS DEARMAN & WAITS IN Sum		00120208	11001999	SERVS 10/23-11/26 AIRPORT 00120205	12/16/11	220372	5 ,47 .00-	
00001 SIMS, CASEY	TRAVEL ADVAN	00119786	11001663	TRAV ADV-CELL PHONE TECH CLS 1002002	12/16/11	220372	3 0 .00	
SIMS, CASEY Sum		SERVS 10/23-11/26 W CONTAINER			12/16/11	220372	,00 -.00	
00001 SMITH, JIM SERVICES	814629						0 -	
SMITH, JIM SERVICES Sum							8 ,70 .00-	
00001 SOLAR SUPPLY INC 00001 SOLAR	3426087						0	
SUPPLY INC 00001 SOLAR SUPPLY INC	3426086				12/16/11	220375	243 .42-	
	3426293							
SOLAR SUPPLY INC Sum		00119617	11001681	A/C CHEMICALS-PUBLIC WORKS			243, .42-	
00001 SOUTH MS	EMERGENCY	PHYSI.05158464/27	00120188					
00001 SOUTH MS	EMERGENCY	PHYSI.05627190/27	00120188					
00001 SOUTH MS	EMERGENCY	PHYSI.05668242/27	00120188					
00001 SOUTH MS	EMERGENCY	PHYSI.05292699/27	00120188		12/16/11	220380	354. ,66- 3	VER
00001 SOUTH MS	EMERGENCY	PHYSI.06087302/27	00120188		12/16/11	220380	199. .90-	3NR
00001 SOUTH MS	EMERGENCY	PHYSI.1384980-27-	00120188		12/16/11	220380	199. .98-	3R
S								
OUTH MS EMERGENCY PHYSI Sum							754. 54-	
00001 SOUTHERN DUPLICATING	173				12/16/11	220382	293. 00-	
SOUTHERN DUPLICATING		00119886	11001617	COPIER MAINT TRAIN DEPOT	12/16/11	220382	763. 00-	
Sum					12/16/11	220382	512. 00-	
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 10/1 02012130 11001712 POLICE FINES COLL.FEE 00001					12/16/11	220382	763. 00-	
SOUTHERN FINANCIAL SYSTE CMCHAT2 11/1 02012131 11001713 POLICE FINES COLL.FEE 00001 SOUTHERN					12/16/11	220382	842. 00-	
FINANCIAL SYSTE CMCHAT 10/19 02012132 11001714 POLICE FINES COLL.FEE					12/16/11	220382	293. 00-	
							3, 466. 00-	
					12/16/11	220383	1, 386. 59-	
							1,386.59-	
					12/16/11	220384	1,248.05-839.72	
					12/16/11	220384	-287.38-	
					12/16/11	220384		

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00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 11/1.02012133		11001715	POLICE FINES COLL.FEE		220384	18.28-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 11/1.0		11001915	POLICE FINES COLL.FEE		220384	318.63-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 11/1 1		11001916	POLICE FINES COLL.FEE		220384	517.63-
SOUTHERN FINANCIAL SYSTE Sum					12/16/11	12/16/11 12/16/11	
		00120030	11001837	PINE STRAW-DEPOT LANDSCAPE			3,229 .69-
00001 SOUTHERN MS PINE STRAW	6568				12/16/11	220385	237 .50-
SOUTHERN MS PINE STRAW Sum							237 .50-
00001 SOUTHERN PINE ELECTRIC P	12/11 GENERA 00020125		11001891	ST LIGHTS 11/11 PUBLIC SERVS			
SOUTHERN PINE ELECTRIC P Sum					12/16/11	220386	1,237 .74-
00001 SOUTHERN PIPE & SUPPLY C	5310735-00						1,237 .74-
00001 SOUTHERN PIPE & SUPPLY C	5278547-00						
SOUTHERN PIPE & SUPPLY C Sum			00119605	11001575 PIPE CAP-CONFINED SPACE TRNG			
			00119267	11001769 HAND SOAP TRAIN DEPOT	12/16/11	220387	119 .32-
00001 SOUTHERN TIRE MART LLC 00001	11057019		00119539	11001687 TIRES-STREET UNIT 00119842	12/16/11	220387	474 .24-
SOUTHERN TIRE MART LLC	11057320		11001828	RECAP TIRES-STOCK-STREET			593 .56-
SOUTHERN TIRE MART LLC Sum							
00001 SOUTHGROUP (GALEY)	HATT-30 1710	00119904	11001751	NOTARY BOND-ALLEN-ENGR	12/16/11	220388	3, 640 .00-
					12/16/11	220388	5,136 .60-
SOUTHGROUP (GALEY) Sum							8,776 .60-
00001 STANDARD OFFICE SUPPLY C	0018928-001	00119579	11001556	COPY PAPER/SUPP-COURT/POLICE			
00001 STANDARD OFFICE SUPPLY C	19108-001	00119587	11001559	AP CHECK ENVELOPES-ACCTG 00119677			
00001 STANDARD OFFICE SUPPLY C	0019185-001	11001674	STOP WORK ORDERS-LAND CODE 00120019	11001821	12/16/11	220390	100. .00-
00001 STANDARD OFFICE SUPPLY C	0019469-001	OFFICE/COMPUTER SUPP-POLICE 00119462	11001868				
00001 STANDARD OFFICE SUPPLY C	0019583-001	WARNING STICKERS-LAND CODE 00120180	11001945	WARNING			100. .00-
00001 STANDARD OFFICE SUPPLY C	0019661-001	STICKERS-LAND CODE			12/16/11	220391	550. .89-
STA					12/16/11	220391	255. ,00-
NDARD OFFICE SUPPLY C Sum					12/16/11	220391	182. ,00-
00001 STATE FIRE ACADEMY	18772 MORGAN	00116164	11001576	MORGAN-ROPE CRSE II 7/18-21	12/16/11	220391	292. 72-
00001 STATE FIRE ACADEMY	18839 DAVIDS	00116667	11001577	DAVIDSON-RESCUE CLS 8/15-18	12/16/11	220391	30. 00-
00001 STATE FIRE ACADEMY	18839 FLATT	00116668	11001578	FLATT-RESCUE CLASS 8/15-18	12/16/11	220391	30. 00-
00001 STATE FIRE ACADEMY	18857 FLATT	00116668	11001579	SUB-FEE FLATT/MARTIN			
00001 STATE FIRE ACADEMY	18839 INGRAM	00116669	11001580	INGRAM-RESCUE CLASS 8/15-18			1,340. 61-
00001 STATE FIRE ACADEMY	18839 CHENNA	00116670	11001581	CHENNAULT-RESCUE CLS 8/15-18			
00001 STATE FIRE ACADEMY	18993	00118117	11001582	BARETT-RESCUE CLASS 9/12-15			
00001 STATE FIRE ACADEMY	19127 FORDHA	00118825	11001583	CANCEL FEE-FORDHAM 10/24-27	12/16/11	220392	60. 00-
STATE] FIRE ACADEMY					12/16/11	220392	60. 00-
Sum					12/16/11	220392	30. 00-
					12/16/11	220392	60. 00-
00001 STATE INDUSTRIAL PRODUCT	95411196		00119770	11001829 LUBRICANTS-CONSTR	12/16/11	220392	60. 00-
					12/16/11	220392	60. 00-
					12/16/11	220392	30. 00-
							420.00-
					12/16/11	220393	171.00-

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STATE INDUSTRIAL PRODUCT Sum							171.00-
00001 STOKES DISTRIBUTING CO { DANIEL WALLE	02012135	11001762	MERCHANT FEE & FINE		12/16/11	220394	50.00-
STOKES DISTRIBUTING CO (Sum							50.00-
00001 SUNBELT FIRE INC 00001	69462	00119520	11001585	VARI FIRE FIGHTING LIGHTS	12/16/11	220395	1 451.78-
SUNBELT FIRE INC 00001 SUNBELT	69179	00119127	11001587	REPR PTS VARI FIRE UNITS	12/16/11	220395	782.80-
FIRE INC	69682	00119826	11001785	REPR PTS U#8323 FIRE DEPT	12/16/11	220395	,477.72
SUNBELT FIRE INC Sum							2,712.30-
00001 THOMPSON ENGINEERING	TR-1111146	00120123	11001912	SERVS TWIN FORKS TIGER III	12/16/11	220396	12,500.00
THOMPSON ENGINEERING Sum							12,500.00-
00001 THYSSENKRUPP ELEVATOR CO 111137							
THYSSENKRUPP ELEVATOR CO Sum		00119885	11001703	MAINT 12/11 PINE ST GARAGE	12/16/11	220397	410.45-
	70726585						410.45-
00001 TIFCO INDUSTRIES							
TIFCO INDUSTRIES Sum		00119237	11001815	HAND TOOLS AIRPORT MAINT	12/16/11	220398	1,257.86-
00001 TILLET, CALDER							1,257.86-
TILLET, CALDER Sum	TRAVEL REIMB	00119930	11001735	EXPNS-LIVE FIRE TESTING	12/16/11	220399	31.00-
00001 TOP NOTCH EMBROIDERY	14789	00117977	11001936	CAPS-PAL PROGRAM			31.00-
TOP NOTCH EMBROIDERY Sum					12/16/11	220400	320.00-
00001 TRACTOR SUPPLY 00001	200059794						320.00-
TRACTOR SUPPLY	200062015						
TRACTOR SUPPLY Sum		00119085	11001752	TRACTOR REPR PTS-CONSTR	12/16/11	220401	89.88-4
00001 TREES & TRENDS 00001 TREES	PO#119973 12	00119423	11001755	HAND TOOLS AIRPORT MAINT	12/16/11	220401	39.75-
& TRENDS	PO#119852 12						529.63-
TREES & TRENDS Sum		00119973	11001766	TABLE,MIRROR-ACCT/PURCH BTHRM	12/16/11	220402	333.31-
00001 TRUCKPRO INC 00001	039-0486424	00119852	11001904	DECOR MATLS-WREATHS-DEPOT	12/16/11	220402	228.99-
TRUCKPRO INC	039-0487117						562.30-
		00119666	11001814	REPR PTS-STOCK-SANIT	12/16/11	220403	161.98-32.00
TRUCKPRO INC		00119666	11001819	CORE CREDIT	12/16/11	220403	

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	Number				Description	Date	No.
Sum							Amount
00001 TRUSTMARK NATIONAL BANK/ USA YEAST 20	02012137	11001935	DEBT SERV-USA YEAST "B"	1/12			129.98-
TRUSTMARK NATIONAL BANK/ Sum						12/14/11	15255
00001 TRUSTMARK NATIONAL BANK/ 18143/284011	02012126	11001552	GARBAGE CAN LEASE DUE 12/30/11				2,420.00-
TRUSTMARK NATIONAL BANK/ Sum							2,420.00-
00001 UPS (CAROL STREAM IL) 00008E1Y1548	00119910	11001732	LATE CHARGE FEE			12/02/11	15244
UPS (CAROL STREAM IL) Sum							23,186.40-
00001 U S POSTAL SERVICE POSTA 35567445 12/	00119830	11001627	MAIL MACH POSTAGE CITY HALL			12/16/11	220404
U S POSTAL SERVICE POSTA Sum							1.30-
		00119877	11001723	PROPS-CHRISTMAS TREE LIGHTING			1.30-
00001 ULTIMATE PARTY #3 (WAS 207285						12/16/11	220405
ULTIMATE PARTY #3 (WAS Sum							10,000.00-
00001 UNDERWOOD'S SMALL ENGINE PO#119367 11	00119367	11001702	MOWER TIRES-CEMETERY				10,000.00-
UNDERWOOD'S SMALL ENGINE Sum						12/16/11	220407
00001 UNIVERSITY OF MISSISSIPP REG-PRESLEY	00119901	11001739	REG-PRESLEY-CONF-FLOWOOD,MS				161.02-
00001 UNIVERSITY OF MISSISSIPP REG-NEWSOME	00119902	11001740	REG-NEWSOME-CONF-FLOWOOD,MS				161.02-
00001 UNIVERSITY OF MISSISSIPP REG-WEBSTER	00119963	11001741	REG-WEBSTER-CONF-FLOWOOD,MS			12/16/11	220408
00001 UNIVERSITY OF MISSISSIPP REG-PATTERSO	00119988	11001787	REG-PATTERSON-FIRE CHIEF'S CF				343.80-
UNIVERSITY OF MISSISSIPP Sum							343.80-
00001 V F W OF THE US	PARKING SPAC	00119860	11001704	PARKING SPACES 12/11		12/16/11	220410
V F W OF THE US Sum						12/16/11	220410
00001 VESELY'S NURSERY	PO#119332 11	00119332	11001726	POINSETTIAS-CITY HALL		12/16/11	220410
VESELY'S NURSERY						12/16/11	220410
Sum							55.00-
00001 VETERINARY ASSOCIATES OF 8575 142493	00119834	11001630	DOG FOOD POLICE K-9 00001			12/16/11	220411
VETERINARY ASSOCIATES OF 8575 142268	00119800	11001651	SERVS-ALEX-POLICE K-9 00001 VETERINARY				75.00-
ASSOCIATES OF 8575 142844	00120184	11001940	SERVS-ALEX-POLICE K-9				75.00-
						12/16/11	220412
							270.00-
							270.00-
						12/16/11	220413
						220413	12/16/11
VETERINARY ASSOCIATES OF							464.25-
Sum							45.70-
							11.62-
							521.57-

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Item	Description
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Purchase Claims Order

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PO#118076 FR 00119896 11001635 FRT CHGS PO#118076 SRINV0002937 00119723
11001808 VIDEO CAMERA REPR-POLICE

[illegible]

00119608 11001600 REPR PTS U#16080/STOCK-SANIT
00119752 11001601 REPRS U#17730 SANIT 00119732
11001745 REPR PTS U#14407/SHOP 00119950 11001811 REPR
PTS U#13982 STREET 00119664 11001910 REPR
PTS-STOCK-SANIT 00120045 11001924 REPR
PTS-STOCK-SANIT 00120134 11001998 REPR PTS U#12688
STREET

TRAVEL AOVAN 00₁₁₉₉₆₄ UOOL^ TKAV AOV-EXKE »»- —

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EBSTEK, urtvxu, -.

00001 WILLMUT GAS & OIL COMPAN 12/11 GENERA 00020125 11001894 MNTHLY
GAS-GENERAL

16/11 220423

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WILLMUT GAS & OIL COMPAN ACCT#04604 1 00119867 11001625 EMP DRUG SCREENS 10/11

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12/16/11 220425

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1,066.00^

2,989,284,729;

Sum

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PARKS & RECREATION FUND 00002 AAMCO TRANS/AUTOMOTIVE S	122886	00119556	11000455	REPRS U#8647 GRNDS MAINT	12/16/11	220131	1,589.00-
AAMCO TRANS/AUTOMOTIVE S Sum							1,589.00-
00002 ANNOINTED HANDS CLEANING SERVS 11/11		00120021	11000465	SERVS 11/11 GRNDS MAINT OFFC	12/16/11	220139	250.00-
ANNOINTED HANDS CLEANING Sum							250.00-
00002 ASSOCIATED SUPPLY CO	202184	00118853	11000460	COPIER MAINT KITS-REC ADM	12/16/11	220146	759.96-
ASSOCIATED SUPPLY CO Sum							759.96-
00002 AUTO ARMATURE SERVICE IN 1074		00119938	11000474	BATTERY U#5589 GRNDS MAINT	12/16/11	220149	90.95-
00002 AUTO ARMATURE SERVICE IN 0945		00120096	11000488	BATTERY U#6111 GRNDS MAINT	12/16/11	220149	90.95-
00002 AUTO ARMATURE SERVICE IN 1098		00120095	11000490	BATTERY U#13034 GRNDS MAINT	12/16/11	220149	38.95-
AUTO ARMATURE SERVICE IN Sum							
00002 B & B DISTRIBUTING CO	IN0108205	00119876	11000475	REPRS U#17997 GRNDS MAINT			220.85-
B & B DISTRIBUTING CO Sum							
00002 BASS TREES & SUPPLY INC 00002	3787	00119433	11000435	CHRISTMAS TREES-VARI PARKS	12/16/11	220152	79.95-
BASS TREES & SUPPLY INC	3789	00119763	11000436	ANGEL TREE-TOWN PARK			79.95-
BASS TREES & SUPPLY INC Sum							
00002 BETTS, SHERMAN	OFFICIAL 11/	02012147	11000498	OFFICIAL-ADULT SB,L'TIGERS	12/16/11	220154	217.00-
BETTS, SHERMAN Sum					12/16/11	220154	45.00-
	4279	00119909	11000478	DOOR REPR U#7283 GRNDS MAINT	12/16/11	220157	143.00-
00002 BODY TECH INC							143.00-
BODY TECH INC Sum					12/16/11	220160	1,396.52-
00002 C SPIRE WIRELESS (CELLUL 10/23/11-11/		02012142	11000483	CELL SERV 11/11 PARKS & REC			1,396.52-
C SPIRE WIRELESS (CELLUL Sum							
00002 CAMPER CITY OF HATTIESBU 23827 00002	CAMPER	00119118	11000479	REPR TRAILER LIGHTS	12/16/11	220173	99.36-
CITY OF HATTIESBU 23907		00119554	11000480	REPR TRAILER LIGHTS			99.36-
CAMPER CITY OF HATTIESBU Sum							
00002 CITY OF HATTIESBURG FUND 12/01/11 00002		02012116	11000433	TRF 1ST 12/2011 PAYROLL	12/16/11	220174	280.00-
CITY OF HATTIESBURG FUND 12/14/11		02012146	11000497	TRF 2ND 12/2011 PAYROLL	12/16/11	220174	75.00-
							355.00-
					12/01/11	35429	35,185.00-
					12/14/11	35450	48,502.51-

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CITY OF HATTIESBURG FUND Sum							83,687 .51-
00002 CLEMTS HARDWARE 00002 CLEMTS	100779						
HARDWARE	100889	00119749	11000437	CHRISTMAS DECOR-TOWN PARK	12/16/11	220183	369 .90-
		11000473	TOOL SET-BALLFIELD MAINT CREW		12/16/11	220183	99 .00-
CLEMTS HARDWARE Sum							468 .90-
00002 COLEMAN NURSERY							
COLEMAN NURSERY Sum	PO#119972	12	00119972	11000466 RED MULCH MOBILE STREET	12/16/11	220185	68 .00-
00002 COMSOUTH 00002 COMSOUTH	163208	00119784	11000481	RADIO REPR GRNDS MAINT			68 .00-
	163207	00119875	11000482	RADIO REPR GRNDS MAINT			
COMSOUTH Sum					12/16/11	220189	37 .50-
00002 COOK, JEFF					12/16/11	220189	135 .00-
COOK, JEFF Sum							172 .50-
00002 ECONOMY SUPPLY CO	163408						
ECONOMY SUPPLY CO Sum	OFFICIAL 11/	02012147	11000499	OFFICIAL-ADULT FLAG FTBALL	12/16/11	220191	500 .00-
00002 ELKINS WHOLESALE INC	127535-00-00	00120142	11000513	JANIT SUPP GRNDS MAINT			500 .00-
ELKINS WHOLESALE INC Sum		00120028	110004	87 CEILING TILE-TATUM PRESSBOX	12/16/11	220209	100 .50-
00002 FAIRLEY, WILLIAM							100, .50-
SPORTS SERVS 02012148							
			11000506	SPORTS SUPPORT SERVICES	12/16/11	220210	419. .60-
FAIRLEY, WILLIAM Sum							419. .60-
00002 G & K SERVICES	10352 11034	00119789	11000438	UNIFORMS			
00002 G & K SERVICES	10352 13202	00119789	11000439	UNIFORMS			
00002 G & K SERVICES	10352 15378	00119789	11000440	UNIFORMS	12/16/11	220216	200. 00-
00002 G & K SERVICES	10352 17543	00119789	11000441	UNIFORMS			
00002 G & K SERVICES	10352 19715	00119789	11000442	UNIFORMS			200. 00-
00002 G & K SERVICES	10352 11052	00119788	11000443	MATS 11/01			
00002 G & K SERVICES	10352 13220	00119788	11000444	MATS 11/08			
00002 G & K SERVICES	10352 15396	00119788	11000445	MATS 11/15	12/16/11	220226	80. 31-
00002 G & K SERVICES	10352 17561	00119788	11000446	MATS 11/22	12/16/11	220226	80. 31-
00002 G & K SERVICES	10352 19733	00119788	11000447	MATS 11/29	12/16/11	220226	80. 31-
00002 G & K SERVICES				1/01 GRNDS MAINT	12/16/11	220226	84. 01-
00002 G & K SERVICES				1/08 GRNDS MAINT	12/16/11	220226	150. 01-
00002 G & K SERVICES				1/15 GRNDS MAINT	12/16/11	220226	3. 58-
00002 G & K SERVICES				1/22 GRNDS MAINT	12/16/11	220226	3. 58-
00002 G & K SERVICES				1/29 GRNDS MAINT	12/16/11	220226	3. 58-
G & K : SERVICES				GRNDS MAINT	12/16/11	220226	3. 58-
Sum				GRNDS MAINT	12/16/11	220226	3. 58-
00002 H'BURG COCA COLA BOTTLIN 56M0084 6228				GRNDS MAINT	12/16/11	220226	3. 58-
00002 H'BURG COCA COLA BOTTLIN 56M00855179				GRNDS MAINT	12/16/11	220226	3. 58-
							492.85-
		00117437	11000492	CONCESSIONS-REC ADM	12/16/11	220237	102.00-139.50-
		11000493	CONCESSIONS-TATUM-REC ADM		12/16/11	220237	

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H'BURG COCA COLA BOTTLIN Sum								
00002 HATTIESBURG CONVENTION C KPZ CONTRACT 00119993 110004 63 KPZ CONTRACT PYMT 11/11					12/16/11	220241	241.50- 67,203.00-	
HATTIESBURG CONVENTION C Sum								
00002 JONES, ANN	PETTY CASH 1	00120105	110004 8 6	PETTY CASH GRNDS MAINT	12/16/11	220260	67,203.00- 172.84-	
JONES, ANN Sum					12/16/11	220262	172 .84 -	
00002 JONES, SUSIE	SENIOR COORD 00120114	11000494		SENIOR CNTR COORD 12/15-30	12/16/11	220262	1,000 .00 -	
JONES, SUSIE Sum							1,000 .00 -	
00002 KEYS, RANDOLPH	OFFICIAL 11/ 02012147	11000500		OFFICIAL-ADULT FLAG FTBALL	12/16/11	220267	30 .00 -	
KEYS, RANDOLPH Sum							50 .00 -	
00002 KEYS, TRAVIS	OFFICIAL 11/ 02012147	11000501		OFFICIAL-ADULT FLAG FTBALL	12/16/11	220268	50 .00 -	
KEYS, TRAVIS Sum							200 .00 -	
00002 KINSEY WELDING	4703	00120071	110004 91	REPR TATUM SOCCER GOALS	12/16/11	220269	200, .00- 190. .00-	
KINSEY WELDING Sum							190. ,00-	
00002 KIRKSEY, NANCY JONES	SPORTS SERVS 02012148	11000507		SPORTS SUPPORT SERVICES	12/16/11	220270	75. 00- 75. 00-	
KIRKSEY, NANCY JONES Sum								
00002 LANGHAM, PAUL	OFFICIAL 11/ 02012147	11000502		OFFICIAL-ADULT FLAG FTBALL			269. 01-	0275
LANGHAM, PAUL Sum					12/16/11	220279	269. 01-	
00002 LOWE'S OF HATTIESBURG IN 908135			001194 64 110004 64	CHRISTMAS DECOR TOWN PARK				
LOWE'S OF HATTIESBURG IN Sum							909. 94- 909. 94-	
00002 MAACO COLLISION REPAIR & 14535	00119588	11000458		PAINT EXTERIOR U#7382	12/16/11	220280	287. 00-	
MAACO COLLISION REPAIR & Sum								
00002 MCNAIR, EVELENE	OFFICIAL 11/ 02012147	11000503		OFFICIAL-ADULT SB,L*TIGERS	12/16/11	220291		
MCNAIR, EVELENE								

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Sum							287.00-
00002 MIKE'S TIRE & WHEEL CO	2157556	00119974	11000476	TRAILER TIRE GRNDS MAINT 00120049	12/16/11	220295	84.56-344.78-
00002 MIKE'S TIRE & WHEEL CO	2157603	11000489	TIRES U#7383	GRNDS MAINT	12/16/11	220295	
MIKE'S TIRE & WHEEL CO Sum							429 .34-
00002 MS GRASS URSERY	22874	00119785	0	GRAS SOD-RAILROAD LOSURES	12/16/11	220305	489 .00
00002 MS GRASS URSERY	22878	00119785	S	SOD-RAILROAD LOSURES	12/16/11	220305	489 .00
00002 MS GRASS URSERY	22879	00119785	1	GRAS SOD-RAILROAD LOSURES	12/16/11	220305	489 .00
00002 MS GRASS URSERY	22882	00120038	S	SOD-RAILROAD LOSURES	12/16/11	220305	163 .00
00002 MS GRASS URSERY	22883	00120038	11000469	GRASS SOD-RAILROAD LOSINGS	12/16/11	220305	326 .00
00002 MS GRASS URSERY	22884	00120038	11000470	GRASS SOD-RAILROAD LOSINGS	12/16/11	220305	326 .00
MS GRASS NURSERY Sum			0	GRASS			2,282 .00
00002 MS POWER COMPANY			1	GRASS			-
MS POWER COMPANY Sum					12/16/11	220309	3,072 .00
							-
	12/11	PKS/RE	00020125	11000496 MNTHLY ELEC-PARKS & REC			3,072, .00
							-
00002 NAPA AUTO ARTS	456103			5 REC ADM 9	12/16/11	220319	9. .75
00002 NAPA AUTO ARTS	456105			GRNDS MAINT 9	12/16/11	220319	43. .55
00002 NAPA AUTO ARTS	456106	00119669	11000449	RE PR PTS U#921	12/16/11	220319	6, .99
00002 NAPA AUTO ARTS	456115	00119609	11000456	RE PR PTS U#558	12/16/11	220319	9. .93
00002 NAPA AUTO ARTS	457243	00119609	11000457	REPR PTS U#558	12/16/11	220319	127. ,67-
00002 NAPA AUTO ARTS	457187	00119572	11000461	REPR PTS U#893	12/16/11	220319	12. .22-
00002 NAPA AUTO ARTS	457188	00120044	11000508	REPR PTS U	12/16/11	220319	307. .15-
00002 NAPA AUTO ARTS	457189	00119952	11000509	REPR PTS U#112	12/16/11	220319	411. ,00-
00002 NAPA AUTO ARTS	457191	00119952	11000510	REPR PTS U#112	12/16/11	220319	269. 13-
NAPA AUTO PARTS Sum		00119952	11000511	REPR PTS U#112			1,197. 39-
		00119952	11000512	REPR PTS U#738			
00002 PINE BELT INSULATION	7717				12/16/11	220340	1,240. 00-
PINE BELT INSULATION Sum							1,240. 00-
		00119854	11000477	INSULATE TATUM SOC PAVILION			
00002 PINE BELT TROPHY		PO#119741	11 00119741	11000454 TROPHIES-FALL ADULT SOCCER	12/16/11	220343	106. 00-
			00119014	11000462 COPIER MAINT-REC ADM			
PINE BELT TROPHY Sum							106. 00-
00002 RJ YOUNG COMPANY	250642	00119275	11000434	COVE BASE-RESTRM REPRS	12/16/11	220357	304. 00-
RJ YOUNG COMPANY Sum							304. 00-
00002 SHERWIN-WILLIAMS FLOOR C 3391-4 OFFICIAL 11/		02012147	11000504	OFFICIAL-ADULT FLAG FTBALL	12/16/11	220368	250. 00-
SHERWIN-WILLIAMS FLOOR C Sum							250.00-40.00-
00002 SMITH, PRESTON					12/16/11	220378	

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PAYROLL FUND 00006 BROCK, JAMES (REFUNDS)	12/08/11	00201249	11000122	REFUND FOR HEALTH INS W/H		15248	388.00-
BROCK, JAMES (REFUNDS) Sum					12/08/11 12/14/11		
00006 CHILD SUPPORT ENFORCEMEN	3871	00201261	11000139	CHILD SUPPORT	12/14/11	15270	388.00-
00006 CHILD SUPPORT ENFORCEMEN	3601	00201261	11000138	CHILD SUPPORT	12/14/11	15269	200.00-
							465.36-
CHILD SUPPORT ENFORCEMEN Sum							
00006 FAMILY SUPPORT PAYMENT C 98 65		00201261	11000141	CHILD SUPPORT	12/14/11	15272	665.36-
FAMILY SUPPORT PAYMENT C Sum							700.00-
00006 FORREST CTY CHANCERY COU	12/14/11	00201252	11000145	CHILD SUPPORT	12/14/11	15276	700.00-1,
FORREST CTY CHANCERY COU Sum							539.00-
00006 INTERNAL REVENUE SERVICE					12/14/11	15258	1,539.00-
00006 INTERNAL REVENUE SERVICE	9189	00201253	11000127	RICHARD GREENE	12/14/11	15259	500.00-
00006 INTERNAL REVENUE SERVICE	7956	00201253	11000128	GARNISHMENT	12/14/11	15260	207.34-
00006 INTERNAL REVENUE SERVICE	7789	00201253	11000129	GARNISHMENT	12/14/11	15261	50.00-
00006 INTERNAL REVENUE SERVICE	9270	00201253	11000130	GARNISHMENT	12/14/11	15262	70.00-
00006 INTERNAL REVENUE SERVICE	5834	00201253	11000131	GARNISHMENT	12/14/11	15264	30.00-
00006 INTERNAL REVENUE SERVICE	0931	00201253	11000133	GARNISHMENT	12/14/11	15265	85.00-
00006 INTERNAL REVENUE SERVICE	0597	00201253	11000134	GARNISHMENT	12/14/11	15266	75.00-
00006 INTERNAL REVENUE SERVICE	2081	00201253	11000135	GARNISHMENT	12/14/11	15263	100.00-
00006 INTERNAL REVENUE SERVICE	0874	00201253	11000132	GARNISHMENT			100.00-
INTERNAL REVENUE SERVICE Sum	00201253 11000126		GARNISHMENT				
	00006 INTERNAL REVENUE SERVICE		9998				
	I				12/14/11	15257	1,217.34-
INTERNAL REVENUE SERVICE Sum							50.00-
00006 LAMAR CTY CHANCERY CLERK	0935	00201261	11000137	CHILD SUPPORT	12/14/11	15268	50.00-5
LAMAR CTY CHANCERY CLERK Sum							40.00-
00006 NEBRASKA CHILD SUPPORT (	4840	00201261	11000142	CHILD SUPPORT	12/14/11	15273	540.00-
NEBRASKA CHILD SUPPORT (							710.49-
Sum							
00006 TEXAS CHILD SUPPORT SOU	622 6	00201261	11000140	CHILD SUPPORT	12/14/11	15271	710.49-5
TEXAS CHILD SUPPORT SOU Sum							
00006 TRANSAMERICA LIFE	12/01/11						00.00-
		00201246	11000120	BURIAL INSURANCE PREMIUM	12/01/11	15238	500.00-3
							81.10-

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TRANSAMERICA LIFE Sum	Vendor	Purchase Claims Order Number	Check Date	Check No.
		Item Description		Check Amount
00006 UNITED HEALTHCARE INS CO	12/01/11			381.10-
UNITED HEALTHCARE INS CO Sum		00201242 11000117 PREMIUM DUE 11/2011 COVERAGE	12/01/11	15236 3,621.06-
				3,621.06-
Sum				10,312.35-

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WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	122913	00119576	11000373	REPRS U#10381 LAGOON	12/16/11	220131	1,800.00-
AAMCO TRANS/AUTOMOTIVE S							
Sum							1,800.00-
00009 AUTO ARMATURE SERVICE IN	0775	00119635	11000351	ALTERNATOR U#14142 SEWER	12/16/11	220149	199.95-
AUTO ARMATURE SERVICE IN							
Sum							199.95-
00009 BONNER ANALYTICAL TESTIN	48283	00119803	11000362	BOIL WTR SAMPLES VARI LOC	12/16/11	220161	275.00-
00009 BONNER ANALYTICAL TESTIN	48342	00120002	11000380	REPEAT 11/11 NORTH LAGOON	12/16/11	220161	381.50-
BONNER ANALYTICAL TESTIN							
Sum							313.50-
00009 BOUTWELL, MATTHEW	PETTY CASH 1	00119755	11000348	PETTY CASH-VARI DEPTS	12/16/11	220163	336.57-
BOUTWELL, MATTHEW							
Sum							336.57-
00009 C SPIRE WIRELESS (CELLUL	10/23/11-11/ 02012142	11000387	CELL SERV 11/11	W&SO&M	12/16/11	220173	210.45-
C SPIRE WIRELESS (CELLUL							
Sum							210.45-
00009 CENTRAL PIPE SUPPLY INC	R59532	00119597	11000344	PLUMB SUPP-STOCK-TRANS	12/16/11	220178	752.00-
CENTRAL PIPE SUPPLY INC							
Sum							752.00-
00009 CERTIFIED LABORATORIES	570204	00119869	11000406	CHEMICALS-SEWER/LAGOON	12/16/11	220179	29,508.00-
CERTIFIED LABORATORIES							
Sum							29,508.00-
00009 CITY OF HATTIESBURG FUND	12/01/11	02012116	11000342	TRF 1ST 12/2011 PAYROLL	12/01/11	21555	65 791 ?fi-
00009 CITY OF HATTIESBURG FUND	12/14/11	02012146	11000405	TRF 2ND 12/2011 PAYROLL	12/14/11	21557	86^439.78-
CITY OF HATTIESBURG FUND							
Sum							152,231.04-
00009 COBURN'S SUPPLY CO INC	604460034	00119994	11000390	PLUMBING SUPP-STOCK-TRANS	12/16/11	220184	240.00-
COBURN'S SUPPLY CO INC							
Sum							240.00-
00009 CONTROL SYSTEMS INC	44482	00116994	11000375	SERVICE CALL PLT#1 8/15/11	12/16/11	220190	600.00
00009 CONTROL SYSTEMS INC	44482(B)	00117011	11000376	ADDL AMT DUE PO#116994	12/16/11	220190	443.00-
00009 CONTROL SYSTEMS INC	44481	00116987	11000377	FLOWMETER WELL #2 FORREST GEN	12/16/11	220190	2 S4^'00-
00009 CONTROL SYSTEMS INC	44481(B)	00116987	11000378	SERV CALL WELL#2 FORREST GEN	12/16/11	220190	1 17? 7fi
00009 CONTROL SYSTEMS INC	44737	00119687	11000383	ELEC PANEL VILLAGE LIFT STA	12/16/11	220190	47ft'S7
00009 CONTROL SYSTEMS INC	44638	00120102	11000394	ELEC REPRS WESLEY TANKS	12/16/11	220190	? Qft1 fiol
00009 CONTROL SYSTEMS INC	44637	00120102	11000395	ELEC REPRS 28TH STA/T CREEK	12/16/11	220190	4026 90-
CONTROL SYSTEMS INC							

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Sum							12,245.83-
00009 D P C ENTERPRISES LP	21202505-11	001194 4 6	11000365	CHEMICALS-LAGOONS 00119795	12/16/11	220200	6,028.50-
00009 D P C ENTERPRISES LP	21202591-11	11000391	CHEMICALS SOUTH LAGOON 00119795	12/16/11	220200	2,619.00-	
00009 D P C ENTERPRISES LP	21202610-11	11000392	CHEMICALS PLTS 1 & 2 00119795 11000393	12/16/11	220200	1,309.80-	
00009 D P C ENTERPRISES LP	21202620-11	CHEMICALS PLTS 1 & 2		12/16/11	220200	1/746.00-	
D P C ENTERPRISES LP Sum							11,703.00-
00009 GILLILANDS ELECTRONICS S 50566		00119884	11000355	ALARM 10/11-1/12 WTR	12/16/11	220232	90.00-
GILLILANDS ELECTRONICS S Sum							90.00-
00009 H'BURG HYDRAULICS INC 454 68							
H'BURG HYDRAULICS INC Sum		00119159	11000396	REPR PTS U#15916 SEWER	12/16/11	220238	143.87-
00009 HD SUPPLY INC (WATERWORK 4066957							143.87-
HD SUPPLY INC (WATERWORK Sum							
00009 I C M-IMPROVED CONSTR ME		00119525	11000369	LOCATORS-TRANS	12/16/11	220242	1,291.82-
00009 I C M-IMPROVED CONSTR ME							1,291.82-
00009 I C M-IMPROVED CONSTR ME							
00009 I C M-IMPROVED CONSTR ME							
00009 I C M-IMPROVED CONSTR ME							
I C M-IMPROVED CONSTR ME Sum							
00009 INDOFF INC	MB405827TM-B	00119510	11000358	LOCATOR REPR-TRANS 00119510	12/16/11	220248	418.00-
	MB405827TM	11000359	LOCATOR REPR-TRANS 00119510 11000360	12/16/11	220248	199.00-	
	MB405827TM-C	LOCATOR REPR-SEWER 00119510 11000361	LOCATOR	12/16/11	220248	99.50-	
	MB4 05827TM-A	REPR-SEWER 00118097 11000363	REPR SEWER PUSH	12/16/11	220248	396.00-	
	MB405906TM-A	CAMERA		12/16/11	220248	6,418.20-	
INDOFF INC Sum							7,530.70-
00009 INDUSTRIAL ELECTRIC MOTO 5071673							
INDUSTRIAL ELECTRIC MOTO Sum 1990481		00119758	11000371	HAND SOAP-PLANT	12/16/11	220250	31.14-
00009 K & K TRUCK-TRAILER PART 52 682							31.14-
K & K TRUCK-TRAILER PART Sum							
		00119246	11000372	REPR PUMP #3 PLT #1	12/16/11	220251	3,375.32-
00009 MIKE'S TIRE & WHEEL CO							
00009 MIKE'S TIRE & WHEEL CO							3,375.32-
00009 MIKE'S TIRE & WHEEL CO							
MIKE'S TIRE & WHEEL CO		00119879	11000370	LUG RIMS-TRANS	12/16/11	220264	50.00-
Sum							50.00-
00009 MS POWER COMPANY							
	2157569	00119998	11000381	TIRES-TRANS/SEWER UNITS 00119998	12/16/11	220295	3,424.43-3
	2800416	11000384	CREDIT RETURN INV#2157569 00120016	12/16/11	220295	90.20	
	2157582	11000385	TIRES-TRAILER/U#14760-TRANS	12/16/11	220295	727.78-	
							3,762.01-
	12/11 W&SO&M 00020125	11000399	MNTHLY		12/16/11	220309	27,712.38-

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MS POWER COMPANY Sum							27, r712 .38-
00009 MS STATE/ENVIRO QUALITY-	10/05/11	00120194	11000407	AGREED ORDER #603411	12/14/11	21558	8, ,125 .00-
MS STATE/ENVIRO QUALITY-Sum							8, -125 .00-
00009 MS WATER & POLLUTION CTR 3662 LASSITE	00119756	11000350	MBRSH	DUES-LASSITER-3 YRS			
MS WATER & POLLUTION CTR Sum					12/16/11	220312	100, .00-
					120186	00119769	100, .00-
					11000349	ON CALL USAGE	
00009 MS 811	11/10-10/11	PLT	12/16/11	220313			8, 283. ,60-
MS 811 Sum							8, 283. 60-
00009 NAPA AUTO PARTS	456099	00119667	11000368	REPR PTS U#13512 TRANS	12/16/11	220319	12. 54-
00009 NAPA AUTO PARTS	457231	U#7435	SEWER		12/16/11	220319	17. 86-
NAPA AUTO PARTS Sum				30.40-12/16/11	220322		4,112.50-
00009 NEEL-SCHAFFER INC	0999077	00120195					4,112.50-5,000.00-
NEEL-SCHAFFER INC Sum							
00009 NICHOLSON & COMPANY PLLC	153072	02012113	11000367	INTERIM BILLING ;10-'11 AUDIT	12/16/11	220325	5,000.00-
NICHOLSON & COMPANY PLLC Sum							39.00-
00009 NORDAN SMITH WELDING SUP	1039373	W&SO	00120051	11000389 CYL RENT 11/11 SEWER	12/16/11	220326	39.00-
NORDAN SMITH WELDING SUP Sum							39.00-
00009 PEANUTS TOWING SERVICE	58147	00119991	11000379	TOWING U#11211 TRANS	12/16/11	220334	75.00-
PEANUTS TOWING SERVICE Sum							75.00-
00009 PEARL RIVER VALLEY EPA	12/11	W&SO&M	00020125	11000400 MNTHLY 12/11 PUBLIC SERVICES	12/16/11	220335	3,651.96-
PEARL RIVER VALLEY EPA	12/11	W&SO&M	00020125	11000401 MNTHLY 12/11 PUBLIC SERVICES	12/16/11	220335	1,653.57-
PEARL RIVER VALLEY EPA Sum							5,305.53-
00009 PINE BELT INDUSTRIAL SUP	4098216-5001	00119160	11000366	PUMP EQUIP PTS-SOUTH LAGOON	12/16/11	220339	26,816.40-
BELT INDUSTRIAL SUP	4098848-0001	00119954	11000402	PUMP EQUIP-E LAUREL,BURKETT	12/16/11	220339	644.00-
PINE BELT INDUSTRIAL SUP Sum							27,460.40-

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00009 POLLARD WATER.COM-EAST	I313657-IN	00119600	11000347	FIRE HYDRANT PRESSURE GAUGES	12/16/11	220345	603.20-
POLLARD WATER.COM-EAST Sum							603 .20-
00009 PUMP AND CONTROL SERVICE	377				12/16/11	220351	3,200 .00-
00009 PUMP AND CONTROL SERVICE	378	00119743	11000403	MAINT/REPRS S LAGOON 11/28-30	12/16/11	220351	3,200 .00-
		00119956	11000404	MAINT/REPRS S LAGOON 12/5-8			
PUMP AND CONTROL SERVICE Sum							6,400 .00-
00009 RAWLS SPRINGS UTILITY DI SWR METER RE		00119744	11000343	SEWER METER READINGS 10/11			
RAWLS SPRINGS UTILITY DI Sum					12/16/11	220354	158 .00-
	189818	00119878	11000382	REPR PTS TRANS UNIT			158 .00-
00009 RYAN MOTORS INC					12/16/11	220362	121 .86-
RYAN MOTORS INC							
Sum							121 .86-
00009 SCHWANDT, MARILYN T	PETTY CASH 1	00120113	11000388	PETTY CASH-CUST ACCTS	12/16/11	220365	23 .97-
SCHWANDT, MARILYN T							
Sum							23 .97-
00009 SOUTHERN PINE ELECTRIC P 12/11 W&SO&M	00020125	11000397	SEWER 11/11	PUBLIC SERVICES	12/16/11	220386	497, .05-
SOUTHERN PINE ELECTRIC P Sum							497, .05-
00009 SOUTHERN PIPE & SUPPLY C	5212361-00	00118516	11000345	PLUMB STOCK-TRANS			
00009 SOUTHERN PIPE & SUPPLY C	5212361-01	00118516	11000346	SUPP-PLUMB STOCK-TRANS			
00009 SOUTHERN PIPE & SUPPLY C	5200434-00	00118281	11000352	SUPP-PLUMB STOCK-PLANT	12/16/11	220387	189. .32-
00009 SOUTHERN PIPE & SUPPLY C	5200434-02	00118281	11000353	SUPP-PLUMB STOCK-PLANT	12/16/11	220387	44. ,48-
00009 SOUTHERN PIPE & SUPPLY C	5200434-01	00118281	11000354	SUPP-PLUMB STOCK-PLANT	12/16/11	220387	1,012. .06-
00009 SOUTHERN PIPE & SUPPLY C	5335001-00	00119891	11000386	SUPP-GATE U#6512 SEWER	12/16/11	220387	36. .04-
					12/16/11	220387	96. .00-
SOUTHERN PIPE & SUPPLY C					12/16/11	220387	678. ,00-
Sum							2,055. 90-
00009 SOUTHERN TIRE MART LLC	11056121	00118811	11000364	REPRS U#11546 SEWER			
SOUTHERN TIRE MART LLC Sum					12/16/11	220388	344. 52-
00009 SOUTHERN WATERWORKS SUPP	40161						344. 52-
00009 SOUTHERN WATERWORKS SUPP	40293						
00009 SOUTHERN WATERWORKS SUPP	40315						
		00119792	11000357	GATE VALVE-S E CONCRETE	12/16/11	220389	191. 54-
SOUTHERN WATERWORKS SUPP Sum		00120055	11000409	PLUMB SUPP-TRANS	12/16/11	220389	178. 41-
		00120103	11000410	PLUMB SUPP-RAIN FOREST-TRANS	12/16/11	220389	115. 32-
00009 U S POSTMASTER-POSTAGE (PERMIT #213							
001198 62 11000356 POSTAGE 12/11 WTR OFFICE							485. 27-
U S POSTMASTER-POSTAGE {							
Sum					12/16/11	220406	3,500. 00-
							3,500.00-

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00009 WILLMUT GAS & OIL COMPAN	12/11 W&SO&M	00020125	11000398	MNTHLY GAS-W&SO&M	12/16/11	220423	815.64-
WILLMUT GAS & OIL COMPAN Sum							815.64-327,06
Sum							4 742-

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WATER & SEWER FUND 00011 BLICKENSTAFF, JACOB OVERPAYMENT RFD				WATER RFD AC 02012114 11000213 WATER	12/16/11	220158	269.56-
BLICKENSTAFF, JACOB Sum							269.56-
00011 BROWN, THOMAS G				WATER RFD AC 02012114 11000211 WATER OVERPAYMENT RFD	12/16/11	220167	60.06-
BROWN, THOMAS G Sum							60.06-
00011 C & A PROPERTIES LLC				METER DEP RF 02012115 11000218 METER DEPOSIT REFUND	12/16/11	220169	40.00-
C & A PROPERTIES LLC Sum							40.00-
00011 CITY OF HATTIESBURG FUND 12/02/11				11000210 NOV WATER DIST DEC 2011	12/02/11	35444	61,974.89-
CITY OF HATTIESBURG FUND Sum							61,974.89-
00011 COOLEY, KENNETH				METER DEP RF 02012115 11000223 METER DEPOSIT REFUND	12/16/11	220192	43.06-
COOLEY, KENNETH Sum						43 .06-	
00011 CRAWFORD, C R CONSTRUCTI				WATER RFD AC 02012138 11000243 WATER OVERPAYMENT RFD	12/16/11	220196	61 .62-
CRAWFORD, C R CONSTRUCTI Sum						61 .62-	
00011 CRAWFORD, JOSHUA M				METER DEP RF 02012115 11000227 METER DEPOSIT REFUND	12/16/11	220197	37 .56-
CRAWFORD, JOSHUA M Sum						37 .56-	
00011 DEROWEN, BLAKE A				METER DEP RF 02012115 1100022 6 METER DEPOSIT REFUND	12/16/11	220204	16 .50-
DEROWEN, BLAKE A Sum						16 .50-	
00011 DUDLEY, KIMBERLY				METER DEP RF 02012115 11000219 METER DEPOSIT REFUND	12/16/11	220206	11 .12-
DUDLEY, KIMBERLY Sum						11 .12-	
00011 GAVIN, CORI L				METER DEP RF 02012115 11000224 METER DEPOSIT REFUND	12/16/11	220230	43 .06-
GAVIN, CORI L Sum				00011 HARRIS, WILLIE N METER DEPOSIT REFUND			43 .06-
HARRIS, WILLIE N Sum						43 .06-	
00011 HEIDER, HELEN				METER DEP RF 02012134 11000236 METER DEPOSIT REFUND	12/16/11	220240	3 .56-
						3 .56-	
					12/16/11	220243	3 .56-

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KEIDER, HELEN Sum							
00011 HOME SELLING TEAM LLC	METER DEP RF 02012115	11000221	METER DEPOSIT REFUND	12/16/11	220245		
00011 HOME SELLING TEAM LLC	METER DEP RF 02012134	11000237	METER DEPOSIT REFUND	12/16/11	220246		
HOME SELLING TEAM LLC Sum							
00011 JONES, KIMBERLY G	METER DEP RF 02012115	11000225	METER DEPOSIT REFUND	12/16/11	220261		54.18-
							39.00-
JONES, KIMBERLY G Sum							39.00-
00011 KEYS, JANICE	METER DEP RF 02012134	11000234	METER DEPOSIT REFUND	12/16/11	220266		40.00-
00011 LINDSEY, MARGO M	METER DEP RF 02012134	11000233					40.00-
KEYS, JANICE Sum	METER DEPOSIT REFUND			12/16/11	220278		40.00-
LINDSEY, MARGO M Sum							40.00-2
00011 MAGEE, SANDRA LYNN	METER DEP RF 02012134	11000239	METER DEPOSIT REFUND	12/16/11	220281		5.06-
MAGEE, SANDRA LYNN Sum							25.06-7
00011 MALONE, ALANA C	METER DEP RF 02012115	11000216	METER DEPOSIT REFUND	12/16/11	220282		5.00-
MALONE, ALANA C Sum							75.00-7
00011 MASSENGALE, WILLIAM	METER DEP RF 02012115	11000215	METER DEPOSIT REFUND	12/16/11	220283		5.00-
MASSENGALE, WILLIAM Sum							75.00-4
00011 MCDONALD, LATONIA	METER DEP RF 02012134	11000235	METER DEPOSIT REFUND	12/16/11	220285		2.06-
MCDONALD, LATONIA Sum							42.06-6
00011 MILLER, DENNIS	METER DEP RF 02012134	11000238	METER DEPOSIT REFUND	12/16/11	220296		6.68-
MILLER, DENNIS Sum							66.68-8
00011 MILLER, JAMES P	METER DEP RF 02012115	11000222	METER DEPOSIT REFUND	12/16/11	220297		.06-
MILLER, JAMES P Sum							8.06-9.
00011 MS MARBLE & GRANITE INC	METER DEP RF 02012115	11000230	METER DEPOSIT REFUND	12/16/11	220307		00-

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Check Date	Page Date Check No.	39 - 12/14/11 Check Amount
12/14/11	15256	22,350.00-
		22,350.00-
		22,350.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description
WATER & SEWER B&I-USA YEAST 00015 TRUSTMARK NATIONAL BANK/ USA YEAST 20 02012136 11000001 DEBT SERV-USA YEAST "A" 1/12				
TRUSTMARK NATIONAL BANK/ Sum				
Sum				

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TAX COLLECTOR'S FUND 00027							
H'BURG PUBLIC SCHOOLS 00027	12/01/11	02012118	11000022	NOV MILLAGE DIST DEC 2011		35436	103,996.55-
H'BURG PUBLIC SCHOOLS	12/01/11	02012118	11000023	NOV MILLAGE DIST DEC 2011		35437	12,031.16-
H'BURG PUBLIC SCHOOLS					12/01/11		
Sum					12/01/11		116,027.71-
00027 LIBRARY, THE	12/01/11	02012118	11000021	NOV MILLAGE DIST DEC 2011			4,923.59-
LIBRARY, THE							
Sum					12/01/11	35435	4,923.59-
Sum							120,951.30-

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MUNICIPAL ROAD & BRIDGE 00072 BANCORPSOUTH EQUIPMENT F #151370 LEAS 02012140 11000068 TRACTOR LEASE PMT DUE 12/15/11					12/08/11	71198	1,412.41-
BANCORPSOUTH EQUIPMENT F Sum							1,412.41-
00072 DUNN ROADBUILDERS LLC 13406 00072							-
DUNN ROADBUILDERS LLC 13419 00072 DUNN		00115774	11000087	ASPHALT-PATCHING	12/16/11	220207	577.94
ROADBUILDERS LLC 13428		00115774	11000088	ASPHALT-PATCHING	12/16/11	220207	888.22
		00115774	11000089	ASPHALT-PATCHING	12/16/11	220207	132.51
DUNN ROADBUILDERS LLC Sum							1,598.67
00072 JACKSON,BOWMAN,BLUMENTRI 48271							-
JACKSON,BOWMAN,BLUMENTRI Sum		00120167	11000073	SERVS W 4TH ST PHASE II	12/16/11	220257	6,475.00
LIGHTSEY & ASSOCIATES Sum							6,475.00
00072 NEEL-SCHAFFER INC							-
00072 LIGHTSEY & ASSOCIATES	VARIOUS INVO	00119873	11000057	W 4TH ST EXP PROJECT APPRAILAL	12/02/11	71197	17,500.00
00072 NEEL-SCHAFFER INC							-
00072 NEEL-SCHAFFER INC							17,500.00
00072 NEEL-SCHAFFER INC							-
00072 NEEL-SCHAFFER INC							-
	999125	00120132	11000071	EST#1-WOODLEY-SAFE ROUTES 00120193	12/16/11	220322	9,519.85-
	0998950	11000074	SRVS 10/1-31/11	STORMWTR YR 9 00120196	12/16/11	220322	1,081.50-
	0999083	11000075	SRVS 10/1-31/11	D/T CIR STDY 00120192	12/16/11	220322	7,788.33-
	0998189	11000085	SRVS 9/1-30	BONHOMIE 00120192 11000086	12/16/11	220322	1,858.50-
	0999094	SRVS 10/1-31/11	BONHOMIE		12/16/11	220322	2,991.50-
NEEL-SCHAFFER INC							23,239.68-
Sum							
00072 SHOWS DEARMAN & WAITS IN 16690		00119997	11000060	SERVS 10/23-11/26 TIMBERTON	12/16/11	220372	4,565.00-
00072 SHOWS DEARMAN & WAITS IN 16634		00120126	11000069	SERVS 9/25-1 0/22 ML KING PH I	12/16/11	220372	11,500.00-
00072 SHOWS DEARMAN & WAITS IN 16634 ADDL		00120161	11000070	ADDL AMT DUE PO#120126 11/26	12/16/11	220372	50.00-
00072 SHOWS DEARMAN & WAITS IN 16700		00120124	11000072	SERVS 10/21- H11/PKWAY 11/26 W	12/16/11	220372	852.20-
00072 SHOWS DEARMAN & WAITS IN 16704		00120199	11000077	SERVS 10/23- PINE /11 RAIL	12/16/11	220372	1,812.50-
00072 SHOWS DEARMAN & WAITS IN 16397		00120201	11000078	SERVS 4/1-30 CROSSNGS 0/22 RAIL	12/16/11	220372	10,800.00-
SHOWS DEARMAN & WAITS IN AITS IN 16658		00120201	11000079	SERVS 9/25-1' CROSSNG 11/26 RAIL	12/16/11	220372	3,416.49-
Sum		00120201	11000080	SERVS 10/23- CROSS 0/22	12/16/11	220372	1,774.29-
00072 SHOWS DEARMAN & WAITS IN 16637		00120203	11000083	SERVS 9/25-11 SIDEWALKS 11/26	12/16/11	220372	3,381.18-
00072 WARREN Aving NC ITS IN 16698		00120203	11000084	SERVS 10/23-: SIDEWALKS	12/16/11	220372	4,487.37-
00072 WARREN Aving NC							
00072 WARREN Aving NC							
00072 WARREN Aving NC							
00072 WARREN Aving NC							
00072 WARREN Aving NC							
00072 WARREN Aving NC	809115	00118696	11000058		12/16/11	220416	42,639.05-SO
00072 WARREN Aving NC	809117	ROAD WORK 7TH ST-BOUIE TO 4TH			12/16/11	220416	S,385.74-2,168.
00072 WARREN Aving NC	9825MB	00118990	11000059	CRUSHED CONCRETE-7TH ST	12/16/11	220416	91-1,404.00-3,4
00072 WARREN Aving NC	9848MB	00118695	11000061	ASPHALT-PATCHING	12/16/11	220416	65.73-1,959.02-
00072 WARREN Aving NC	9878MB	00118695	11000062	ASPHALT-PATCHING	12/16/11	220416	1,488.57-1,642.
00072 WARREN Aving NC	9893MB	00118695	11000063	ASPHALT-PATCHING	12/16/11	220416	37-921.61-363.7
00072 WARREN Aving NC	9909MB	00118695	11000064	ASPHALT-PATCHING	12/16/11	220416	8-1,632.71-452.
992 6MB		00118695	11000065	ASPHALT-PATCHING	12/16/11	220416	87-
9941MB		00118695	11000066	ASPHALT-PATCHING	12/16/11	220416	
9948MB		00118695	11000067	ASPHALT-PATCHING	12/16/11	220416	
9962MB		00119606	11000090	ASPHALT-PATCHING	12/16/11	220416	
		00119606	11000091	ASPHALT-PATCHING	12/16/11	220416	

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WARREN PAVING INC							
Sum							320,885.31-
Sum							413,750.10-

Vendor	Invoice Number	Purchase Order	Claims Number	ESBU	Item Description	Page Date	- 12/14/11	45
						Check Date	Check No.	Check Amount
MASS TRANSIT FUND 00073 AUTOMOTIVE GLASS SPECIAL 1135490		00119404	11000081	ROCK DAMAGE REPR U#16761		12/16/11	220151	48 .00
AUTOMOTIVE GLASS SPECIAL Sum								-
00073 C SPIRE WIRELESS {CELLUL 10/23/11-11/ 02012142 11000111 CELL SERV 11/11 MASS TRANSIT								48, .00
C SPIRE WIRELESS (CELLUL Sum						12/16/11	220173	49, .88
00073 CINTAS CORPORATION #J66 J66324761		00119912	11000088	UNIFORMS 11/02 DRIVERS				-
00073 CINTAS CORPORATION #J66 J66325515		00119912	11000089	UNIFORMS 11/09 DRIVERS				49. .88
00073 CINTAS CORPORATION #J66 J66326258		00119912	11000090	UNIFORMS 11/16 DRIVERS				-
00073 CINTAS CORPORATION #J66 J66327006		00119912	11000091	UNIFORMS 11/23 DRIVERS		12/16/11	220180	50. ,00
00073 CINTAS CORPORATION #J66 J66327744		00119912	11000092	UNIFORMS 11/30 DRIVERS		12/16/11	220180	50. -.0
CINTAS CORPORATION #J66 Sum						12/16/11	220180	50. 0-
00073 CITY OF HATTIESBURG FUND 12/01/11		02012116	11000079	TRF 1ST 12/2011 PAYROLL		12/16/11	220180	50. 00-
00073 CITY OF HATTIESBURG FUND 12/14/11		02012146	11000115	TRF 2ND 12/2011 PAYROLL		12/16/11	220180	50. ,00
CITY OF HATTIESBURG FUND Sum								- ,0
00073 CLARKE POWER SERVICES IN S109000740:0		00119519	11000082	TRANSMISSION REPR U#16235		12/01/11	15235	16 ,98 .08
0007 3 CLARKE POWER SERVICES IN S109000803:0		00119824	11000110	REPRS U#14953		12/14/11	15254	, 0 -.7
CLARKE POWER SERVICES IN Sum								23 ,86 3-
003-26226 00119603 11000087 REPRS U#16234								40, ,84 .81
00073 CUMMINS MID SOUTH LLC						12/16/11	220182	4 -
CUMMINS MID SOUTH LLC Sum						12/16/11	220182	3 r49 .15
00073 ECOLANE USA INC								, 4 -.8
ECOLANE USA INC Sum								2 ,29 2-
00073 G & K SERVICES								5, ,78 .97
00073 G & K SERVICES								6 -
00073 G & K SERVICES						12/16/11	220199	395 .03
00073 G & K SERVICES								-
00073 G & K SERVICES								395 .03
00073 G & K SERVICES								-
00073 G & K SERVICES						12/16/11	220208	28, 248 .00
00073 G & K SERVICES								-
00073 G & K SERVICES								28, 248 .00
00073 G & K SERVICES								-
00073 G & K SERVICES						12/16/11	220226	8 .00
00073 G & K SERVICES						12/16/11	220226	, -.0
00073 G & K SERVICES						12/16/11	220226	8 0-,0
00073 G & K SERVICES						12/16/11	220226	. 0-,0
00073 G & K SERVICES						12/16/11	220226	8 0-,0
00073 G & K SERVICES						12/16/11	220226	. 0-,3
00073 G & K SERVICES						12/16/11	220226	8 7-,3
00073 G & K SERVICES						12/16/11	220226	. 7-,3
00073 G & K SERVICES						12/16/11	220226	8 7-3
00073 G & K SERVICES						12/16/11	220226	. 7-3
00073 G & K SERVICES								5 7-
G & K SERVICES Sum								66. 85-
00073 GILLIG LLC						12/16/11	220231	32. 4 6-

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00073 GILLIG LLC	4770516				12/16/11	220231	90.32-
	00120000	11000106	REPR PTS U#16234				
GILLIG LLC							
Sum							122.78-
00073 NAPA AUTO PARTS					12/16/11	220319	44.32-
00073 NAPA AUTO PARTS	453860	00118843	11000083	BRAKE MASTER CYLINDER U#14952 00119091	12/16/11	220319	77.94-
00073 NAPA AUTO PARTS	454475	11000084	ANTI-FREEZE-BUSES 00119401	11000085 REPR PTS-BUSES	12/16/11	220319	337.26-
	455267						
NAPA AUTO PARTS		00073	NORDAN SMITH WELDING SUP	1039373 MASS 00120051			
Sum	11000112	CYL RENT	11/11				459.52-
					12/16/11	220326	18.00-
NORDAN SMITH WELDING SUP							
Sum							18.00-
00073 O'REILLY AUTO PARTS							
0007 3 O'REILLY AUTO PARTS	0943-308949	00119820	11000086	BATTERIES U#16235	12/16/11	220327	413.98-
	0943-309225	00119820	11000103	CREDIT	220327	12/16/11	399.98
O'REILLY AUTO PARTS							
Sum							
00073 RYAN MOTORS INC	189792						14.00-
MOTORS INC	204118						
		00119931	11000107	REPR PTS U#16760	12/16/11	220362	102.92-
RYAN MOTORS INC		00119942	11000114	MAINT U#17382	220362	12/16/11	33.91-
Sum							136 .83
00073 SOUTHERN TIRE MART LLC	11056673						-
SOUTHERN TIRE MART LLC							
Sum		00119306	11000080	TIRES U#16234 & U#16235	12/16/11	220388	4,063 .22
	7789						-
00073 TOP NOTCH EMBROIDERY							4,063. .22
							-
TOP NOTCH EMBROIDERY		00118642	11000105	UNIFORM SHIRTS-DRIVERS	12/16/11	220400	796, .04
Sum							-
							796. .04
00073 TRUCKPRO INC							-
00073 TRUCKPRO INC							
	039-0483724	00118775	11000108	REPR PTS U#14952 00119044	12/16/11	220403	261. ,49
TRUCKPRO INC	039-0485043	11000109	REPR PTS U#14952,U#14953		12/16/11	220403	39. -,8
Sum							5-
							301.34-
Sum							81,601.27-

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WATER&SEWER CONSTRUCTION FUND							
00075 CREEL CO, THE	APPL#2	JAMES	00120173	11000022 SERVS JAMES ST WTR PLT REHAB	12/16/11	220198	172,865.93-
CREEL CO, THE							
Sum							172,865.93-
00075 SHOWS DEARMAN & WAITS IN 16710			00120206	11000025 SERVS 10/23-11/26 C CLUB WTR	12/16/11	220372	150.00-
SHOWS DEARMAN & WAITS IN							
Sum							150.00-
Sum							173,015.93-

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COMMUNITY CENTERS' FUND							
00077 AUTO ARMATURE SERVICE IN 0962		00119840	11000111	BATTERY U#5591 COMM CNTRS	12/16/11	220149	90.95-
							90 .95-
AUTO ARMATURE SERVICE IN Sum							
00077 BROADWAY DRIVE TIRE	081485	00119735	11000125	TIRE U#13519 COMM CNTRS	12/16/11	220165	96 .12
							-
BROADWAY DRIVE TIRE Sum							
00077 C SPIRE WIRELESS (CELLUL 10/23/11-11/ 02012142	11000112	CELL SERV 11/11	COMM CNTRS				96, .12
							-
C SPIRE WIRELESS (CELLUL Sum							
00077 CITY OF HATTIESBURG FUND 12/01/11	02012116	11000107	TRF 1ST 12/2011	PAYROLL 00077 CITY OF HATTIESBURG	12/16/11	220173	32. ,05
FUND 12/14/11	02012146	11000124	TRF 2ND 12/2011	PAYROLL			-
							32. ,05
CITY OF HATTIESBURG FUND Sum							
00077 COURTNEY'S RESTAURANT EQ 6407		00119658	11000109	FREEZER REPR SHERRILL CNTR	12/16/11	220195	467.82-
							-
COURTNEY'S RESTAURANT EQ Sum							
00077 MCELHANEY PLUMBING INC	191271	00120080	11000121	PLUMB SUPP SHERRILL CNTR	12/16/11	220286	
MCELHANEY PLUMBING INC Sum							
00077 MID SOUTH GLASS INC	0037308	00120070	11000113	DOOR REPR SHERRILL CNTR	12/16/11	220293	4 67 .82
							-
MID SOUTH GLASS INC Sum							
00077 MINGLEDORFF'S INC	3934038-00 & 00119206	11000122	THERMOSTAT-MCNAIR CNTR	00077 MINGLEDORFF'S	12/16/11	220298	55 .90
INC	3964300-00	00119943	11000123	THERMOSTAT-MCNAIR CNTR	12/16/11	220298	-
							55 .90
MINGLEDORFF'S INC Sum							
00077 MONTGOMERY, FELESCA (REF CE ROY CNTR	02012145	11000117	DAMAGE DEPOSIT REFUND		12/16/11	220300	75 .00
							-
MONTGOMERY, FELESCA (REF Sum							
00077 MS POWER COMPANY	12/11	COMM C 00020125	11000116	MNTHLY ELEC-COMM CNTRS	12/16/11	220309	64, .06-
							64, .06-
MS POWER COMPANY Sum							
00077 PACE ROOFING	1409			00119311 11000108			128. .12-
	12/16/11	220331		ROOF REPRS VARI COMM CENTERS			-
							100. ,00-
PACE ROOFING							
							100. 00-
Sum							
							3, ,015 06-
							-
							3, ,015 06-
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							4, ■ 00-
							575.
							4, 575. 00-

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00077 RSC EQUIPMENT RENTAL	50193883-001	00119890	11000114	SCISSOR LIFT REC CNTR HEATER	12/16/11	220360	319 .88
RSC EQUIPMENT RENTAL Sum							319 .88
00077 SHORT, ARNETHA (REFUNDS) CE ROY CNTR	02012145	11000118	DAMAGE DEPOSIT REFUND	12/16/11	220370		100 .00
SHORT, ARNETHA (REFUNDS) Sum							100 .00
00077 SIGNS FIRST	H-34769	00118437	11000110	SIGNS-SENIOR/REC CNTRS	12/16/11	220374	767, .74
SIGNS FIRST	00077 VESELY'S NURSERY	PO#119381	11	00119381 11000120 POINSETTIAS-COMM CNTRS			767. .74
Sum					12/16/11	220412	150. .00
VESELY'S NURSERY Sum							150. 00-
00077 WILLIAMS, ALONZO (REFUND CE ROY CNTR	02012145	11000119	DAMAGE DEPOSIT REFUND	12/16/11	220422		100. 00-
WILLIAMS, ALONZO (REFUND Sum							100. 00-
00077 WILLMUT GAS & OIL COMPAN 12/11 COMM C	00020125	11000115	MNTHLY GAS-COMM CNTRS	12/16/11	220423		456. 71-
WILLMUT GAS & OIL COMPAN Sum							456.71-
Sum							42,568.08-

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COMMUNITY DEVELOP. BLOCK GRANT 00082 AMERICAN PLANNING ASSN (2629282-1187 00120036 11000073 MBRSH DUES-JORDAN					12/16/11	220127	175.00
AMERICAN PLANNING ASSN (Sum							-
00082 BONNER ANALYTICAL TESTIN 11/28/11		00120014	11000071	LEAD TESTING-VARIOUS	12/08/11	35449	2,365.30
BONNER ANALYTICAL TESTIN Sum							-
00082 C SPIRE WIRELESS (CELLUL 10/23/11-11/ 02012142 11000074 CELL SERV 11/11 CDBG							2,365.30
C SPIRE WIRELESS (CELLUL Sum					12/16/11	220173	32.05
00082 CITY OF HATTIESBURG FUND 12/01/11 02012116 11000065 TRF 1ST 12/2011 PAYROLL 00082 CITY OF HATTIESBURG FUND 12/14/11 02012146 11000075 TRF 2ND 12/2011 PAYROLL							32.05
CITY OF HATTIESBURG FUND Sum					12/01/11	25420	5,050.47
00082 COLEMAN, CASSANDRA (CDBG 11/28/11-110 00120013 11000070 TEMP RELOC-11/02-12/21/11					12/08/11	35448	11,677.44
COLEMAN, CASSANDRA (CDBG Sum							650.00
00082 ENDOM TRAILERS 11/28/11-620 00120010 11000068 CONTAINER RENTAL 11/16-30/11					12/08/11	35446	-
ENDOM TRAILERS Sum							650.00
00082 GLASS, CYNTHIA (CDBG) 11/28/11-714 00120012 11000069 TEMP RELOC-11/26-12/25/11					12/08/11	35447	-
GLASS, CYNTHIA (CDBG) Sum							49.95
00082 J & J CONSTRUCTION #112 DRAW #2 00120011 11000067 REHAB-714 WOODLAND CT							49.95
							-
							650.00
							-
							650.00
					12/08/11	35445	15,000.00
J & J CONSTRUCTION Sum							-
00082 JORDAN, KEVIN TRAVEL REIMB 00120037 11000072 EXPNS-CONSTR MGMT CONF-GULFPT					12/16/11	220263	15,000.00
JORDAN, KEVIN Sum							310.99
00082 NAPA AUTO PARTS 456104 00119609 11000066 REPR PTS U#10146 FED/STATE PG					12/16/11	220319	308.27
NAPA AUTO PARTS Sum							-
							308.27
Sum							31,219.00

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2008 GO NOTE-D/T LIGHTING 00090 SHOWS DEARMAN & WAITS IN 16699		00120129	11000005	SERVS 10/23-11/26 D/T LIGHTS	12/16/11	220372	13,276.68-
SHOWS DEARMAN & WAITS IN Sum							13,276.68-
Sum							13,276.68-

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MDB CAPITAL PROJECT FUND 00096 MS POWER COMPANY	48053-17000	00120133	11000009	LIGHTING-CHAIN PK PHASE III	12/16/11	220310	13/ 921.00-
MS POWER COMPANY Sum							13, 921 .00-
00096 NEEL-SCHAFFER INC	0999093	00120081	11000008	SERVS-CHAIN PARK PH III	12/16/11	220322	4, 517, .77-
NEEL-SCHAFFER INC Sum							4, 517. ■ 77-
00096 WALTERS CONSTRUCTION CO	APPL#2 CHAIN	00119907	11000007	CONSTR EST CHAIN PK PHASE III	12/16/11	220415	15, 855. 50-
WALTERS CONSTRUCTION CO Sum							15/855.50-
Sum							34/294.27-

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2010 W&S GO BONDS 00099 C B DEVELOPERS INC	EST#8	592 SE	00120131	11000016 SERVS 10/24-11/25 SEWER REHAB	12/16/11	220171	94,415.59-
C B DEVELOPERS INC Sum	00099	GREENBRIAR DIGGING SERVI	EST#8	WESLEY 00120130 11000020 SERVS 10/31-11/27 WESLEY PLT			94,415.59-
GREENBRIAR DIGGING SERVI Sum					12/16/11	220233	208,081.25-
00099 PIERCON INC	APPL#2	NORTH	00120174	11000022 CONSTR-NEW CELLS NORTH LAGOON			208,081.25-
PIERCON INC Sum					12/16/11	220336	141,027.50-
00099 SHOWS DEARMAN & WAITS IN 16671	00120125		11000017			SERVS 9/25-10/22 NORTH	141,027.50-
00099 SHOWS DEARMAN & WAITS IN 16691	00120125		11000018			SERVS 10/23-11/26 N LAGOON	
00099 SHOWS DEARMAN & WAITS IN 16692 &				0	1	220372	1,625.00-4
00099 SHOWS DEARMAN WAITS IN 16702				1000019		220372	,850.00-9,
00099 SHOWS DEARMAN & WAITS IN 16711						220372	537.50-9,9
				SERVS 10/23-11/26 SEWER REHAB		220372	40.32-47,4
				1 11000021 SERVS 10/23-11/26 WESLEY PLT		220372	07.75-
				00120200 11000023 SERVS 10/23-11/26 VETERANS BL			
SHOWS DEARMAN & WAITS IN Sum							73,360.57-
					12/16/11		
					12/16/11		
					12/16/11		
					12/16/11		
					12/16/11		
Sum							516,884.91-