

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, February 19, 2013

4:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1** [2013-0076](#) APPROVE or DENY to adopt an Ordinance on the petition filed and represented by Keith Conerly, on behalf of Brian Keith Saucier, Owner, to change the zoning classification for a certain property located at 5170 W. 4th Street ((Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional Business) District, to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on February 6, 2013.

Attachments: [Minutes.pdf](#)
 [HPC Packet.pdf](#)
 [Public Notice.pdf](#)
 [Ordinance rezone PierCon.pdf](#)
 [executed Ordinance rezone PierCon ORD #3098](#)

- VI.-2** [2013-11](#) Adopt a Resolution declaring a State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.

Attachments: [Resol. State of Emg](#)
 [Emergency Proclamation - Tornado on Feb. 10, 2013](#)
 [executed Resol. State of Emg RES2013-12](#)

- VI.-3** [2013-0081](#) Adopt a Resolution declaring the need for establishing a temporary emergency debris management site as a result of a tornado on Sunday, February 10, 2013; authorize the Mayor to execute the necessary documents.

Attachments: [Temporary emergency debris management site](#)
 [Temporary Emergency Debris Management Site](#)
 [executed Temporary emergency debris management site RES2013-13](#)

- VI.-4** [2013-0062](#) Adopt Resolution requesting the State of Mississippi to issue bonds for purposes of capital improvements to the Eureka High School Building

Attachments: [Resolution Eureka School](#)
[executed Resolution Eureka School RES2013-14](#)

- VI.-5** [2013-10](#) Adopt a Resolution authorizing Requisition No. 16 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [Bond Requisition No.16](#)
[executed Bond Requisition No.16 RES2013-15](#)

- VI.-6** [2013-0077](#) Approve the purchase of property located at 200 Main Street (Forrest County Tax Parcel 2-029P-10-276.00, PPIN 023663) from Stoneworks Studios, Eric T. Eaves, owner for \$50,000.00; Authorize the issuance of a manual check(s) for closing of transaction.

Attachments: [200 Main Street - Offer to sell from Eric Eaves](#)
[200 Main Street - Appraisal](#)

- VI.-7** [2013-0071](#) Approve professional services agreement with Shows, Dearman & Waits, Inc. for engineering services for the Reconstruction of Country Club Road between Highway 49 and Ashford Street; Authorize Mayor to execute same in duplicate.

Attachments: [SD&W Letter](#)
[SD&W Contract](#)
[executed SD&W Contract](#)

- VI.-8** [2013-0079](#) Authorize the Mayor to execute Letter of Agreement with Pine Belt Solid Waste Management Authority for storm debris disposal.

Attachments: [Pine Belt Regional SWMA - Storm debris disposal agreement](#)
[executed Pine Belt Regional SWMA - Storm debris disposal agreement](#)

- VI.-9** [2013-0082](#) Authorize the Mayor to execute (nunc pro tunc) Storm Debris Waste Service Agreement with Waste Management for disposal of storm debris resulting from the tornado on 2/10/13.

Attachments: [Waste Mgmt Storm Debris Agreement](#)

- VI.-10** [2013-0068](#) Authorize Mayor to execute duplicate originals of Supplemental Agreement No. 4 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said Supplemental Agreement is for the Safety Area Part Two of the Runway 31 Drainage Improvements A.I.P. Project No. 3-28-0031-0020-2013 at the Bobby L. Chain Municipal Airport.

Attachments: [ARE Contract](#)
[executed ARE Contract](#)

- VI.-11** [2013-0072](#) Authorize Mayor to execute three (3) originals of Supplemental Agreement to the Professional Services Agreement with Orion Planning Group for the Update Land Development Code-Corridors project dated March 20, 2012 and approved at minute book number 2012-1/83-84. This agreement extends the scope of the project to include a three day Community/Team Charrette for Hardy St.

Attachments: [Orion Invoice.pdf](#)
[Proposed Charrette.pdf](#)
[Supplemental Agreement.pdf](#)
[executed Supplemental Agreement](#)

- VI.-12** [2013-0075](#) Approve and Declare the purchase of InterAct SAS Components for the Hattiesburg Court from AT&T. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Attachments: [02-19-ATT Sole Source](#)

- VI.-13** [2013-0073](#) Approve and Declare the purchase of Stalker DSR Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Attachments: [02-19-Stalker Radar Sole Source](#)

- VI.-14** [2013-0061](#) Amend Housing Repair Grant Award found at MB2012-1/369, from \$5,000.00 to \$10,000.00.
Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed \$10, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E).
{Entitlement}

Attachments: [COHCD Contractor & L. West-S. Grubbs Agreement 02.06.13](#)
[Grant Agreement - L. West & S. Grubbs \(\\$10K-\) 02.06.13](#)
[executed COHCD Contractor & L. West-S. Grubbs Agreement 02.06.13](#)
[executed Grant Agreement - L. West & S. Grubbs \(\\$10K-\) 02.06.13](#)

VII. ROUTINE AGENDA

- VII.-1** [2013-0066](#) Authorize Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young in the amount of \$187.22 monthly for a period of 48 months for equipment, software, and services for a C5035 copier/printer/scanner for the Department of Federal and State Programs.

Attachments: [RJ Young Rental Agreement](#)
[executed RJ Young Rental Agreement](#)

- VII.-2** [2013-0067](#) Acknowledge bids received 1/24/13 for the Water Well #3 at Water Plant #2 project and award bid to Lyman Well Company of Gulfport, MS in the amount of \$346,000.00 as being the lowest and best bid; Authorize Mayor to execute contracts for same upon preparation.

Attachments: [Bid Tab](#)

- VII.-3** [2013-0059](#) Approve the City's purchase of six (6) grave spaces located in East Half (E1/2) of Southwest Quarter (SW1/4) Lot 9 Section 7 , Highland Cemetery, recorded at MB I/584 (7/16/25), in the amount of Three Hundred Dollars (\$300.00) from Mrs. R.E. Lee (Margaret Lee), and authorize a manual check for the same.

Attachments: [Buyback.Lee](#)
[Deed to Cemetery Lot](#)

- VII.-4** [2013-0065](#) Approve sale of grave spaces, per attached memo.

Attachments: [Feb 2013 Memo](#)
[Feb 2013 Cemetery Receipts](#)
[Feb 2013 Deeds](#)
[Executed deeds 2.19.13](#)

- VII.-5** [2013-0060](#) Acknowledge receipt of Privilege License Report for the month of January 2013, from the Tax Department, as per recommendation.

Attachments: [Jan 2013 New PL](#)
 [Jan 2013 Renew PL](#)

- VII.-6** [2013-0070](#) 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.-7** [2013-0069](#) 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](#)

- VII.-8** [2013-0080](#) Approve claims docket for the period ending February 15, 2013.

Attachments: [Claims Docket 22613](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0076

File ID: 2013-0076

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2013

Brief Title: 5170 W. 4th Street - Zone Change

Final Action: 02/19/2013

Minute Book Number: MB2013-46

Title:

APPROVE or DENY to adopt an Ordinance on the petition filed and represented by Keith Conerly, on behalf of Brian Keith Saucier, Owner, to change the zoning classification for a certain property located at 5170 W. 4th Street ((Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional Business) District, to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on February 6, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Minutes.pdf, HPC Packet.pdf, Public Notice.pdf, Ordinance rezone PierCon.pdf, executed Ordinance rezone PierCon ORD #3098

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to APPROVE to adopt an Ordinance (Number 3098) on the petition filed and represented by Keith Conerly, on behalf of Brian Keith Saucier, Owner, to change the zoning classification for a certain property located at 5170 W. 4th Street ((Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional Business) District, to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on February 6, 2013.

Planning Administrator Donovan Scruggs presented an overview.

Council member Carroll said that when this [area] was annexed, if owners did not know how their property would be used, [the City] suggested they go high [with zoning]. He said he has no problem with the petition.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2013-0076

Title

APPROVE or DENY to adopt an Ordinance on the petition filed and represented by Keith Conerly, on behalf of Brian Keith Saucier, Owner, to change the zoning classification for a certain property located at 5170 W. 4th Street ((Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional Business) District, to B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on February 6, 2013.

Summary

5170 W. 4th Street - Zone Change

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

February 6, 2013

The Hattiesburg Planning Commission did meet in a regular session on February 6, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Robin Roberts
Annie Pope
Don McCleskey
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Eric Martin

Commissioners Absent: Marjorie Chambers
Judy Corts
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Donovan Scruggs, Planning Manager
Chantell Hypolite, Planner-Apprentice

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:03 pm.

Invocation: Annie Pope

AGENDA REVIEW

There came the matter of the Agenda for the December 13, 2012 meeting. The Agenda was approved.

Motion made by: Don McCleskey

Motion seconded by: Joe White

Commissioners voting aye: Annie Pope
Don McCleskey
Joseph White
Linda McMurtrey

Robin Roberts
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the December 13, 2012 minutes. A motion was made to approve the minutes as presented.

Motion made by: Annie Pope

Motion seconded by: Eric Martin

Commissioners voting aye: Annie Pope
Don McCleskey
Joseph White
Linda McMurtrey
Robin Roberts
Eric Martin

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.

	January 2013	
New Construction:		Dollar Amount
Apartment	0	-0-
Commercial	1	\$2,888,888
Residential	1	175,000
Remodel/Repairs:		
Apartments	2	\$3,200
Commercial	9	\$1,214,607

Residential	24	\$1,214,607
Historic Commercial	0	0
Historic Residential	0	\$3,900
Mercury Tests:		
Commercial	7	\$700
Residential	15	\$1,500

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs introduced newly proposed appointee John Blanks to the Planning Commissioners. Mr. Scruggs announced that The Bouchillon Institute and APA Mississippi Planning Commissioner Training will be March 9, 2013 at Lyman Community Center, 13472 Highway 49 Gulfport, MS 39503 from 9:00 AM-12:00pm. Mr. Scruggs, asked all the Commissioners to attend if they can and the city would furnish their registration fee as well as transportation there. Mr. Scruggs announced the Midtown Code Work Session that will be held February 19, 2013, from 12:00-3:00 pm, location to be announced. Mr. Scruggs asked all Commissioners to attend this work session, as the consultant Connie Cooper will be in attendance to answer any and all questions.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No Chairman report was submitted.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:17 and explained the rules and procedures of the hearing

There came the matter of Item A, the petition has been filed by Keith Conerly, on behalf of Brian Keith Saucier, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request would, if approved, change the zoning designation for a certain property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively,

Ward 3), from B-5 (Regional Business) District to B-3 (Community Business) District

Name	Address	City/State
<u>Presented by:</u>	Keith Conerly 23 Liberty Place	Hattiesburg, MS 39402

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 1:27 p.m. and the Business Meeting open to vote on the request.

Motion made by: Don McCleskey

Motion seconded by: Annie Pope

Commissioners voting aye:
Annie Pope
Don McCleskey
Linda McMurtrey
Robin Roberts
Joseph White
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

There is a change in neighborhood character and a public need for the rezoning based on: consistency with the neighborhood, the recently constructed multifamily residential area to the south, and less intense commercial development along West 4th St.

Comments Written on Ballots:

None

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

There being no further business, the meeting was adjourned at 1:32 pm

Richard Conville, Chairman

Chantell Hypolite, Planner- Apprentice



January 10, 2013

Keith Conerly
PierCo, Inc
23 Liberty Place
Hattiesburg, MS 39402

RE: To change the zoning classification of certain property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional Business District) District, to B-3 (Community Business District) District,

Dear Mr. Conerly:

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 February 6, 2013 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 601.554.1031 if you have any questions. Thank you.

Sincerely,

Chantell Hypolite

Chantell Hypolite
Planner Apprentice

Enclosure

CC: Brian Keith Saucier 325 T Smith Road, Hattiesburg, MS 39401

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Pre-Application Date: Click here to enter a date.

Planner:

Today's Date: Click here to enter a date.

Project Name: KEITHCO @ CROSSCREEK

Proposed Use(s): GAS STATION + CONVENIENCE STORE & LEASE SPACE

Project Street Address: 5170 WEST 4th STREET

PPIN Number(s) (If unknown, can be found on tax receipt): 004303, 004160 (VERIFY)

Parcel Number(s): 051E-02-014.000 & -015.00 (VERIFY)

Flood Zone(s): X - FIRM 28035C0085D

Historic District(s):

Zoning District(s): B-5

Proposed Cost of the Project: \$

Project Representative Information

Project Representative and Title: ☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☒ Contractor

☐ Architect ☐ Engineer ☐ Other (Specify): KEITH LOWERY

Name: Company Name: PIERCON, INC

Phone: 601 264 7437 Fax: 601 261 0081 Email: keith@piercon.us

Mailing Address: 23 LIBERTY PLACE

HATTIESBURG MS 39402

Name:

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone: Fax: Email: FILED

Mailing Address: JAN 03 2013

EDDIE R. MYERS, CITY CLERK
By: Deputy Clerk

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone: Fax: Email:

Mailing Address:

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 (601) 554-1031 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below) ☐ Use Permit (details below) ☒ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information—
do not complete**FOR USE PERMIT UPON REVIEW ONLY:**

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Article No. _____

Section _____

Staff
Information**FOR RE-ZONING ONLY:**

Existing Zoning: _____

B-5

Proposed Zoning: _____

B-3

RECEIVED

DEC 17 2012

BY: _____

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

5170 WEST 4th St. HATTIESBURG MS 39402
Street Address City State

on this the 13th day of December, 2012.

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

KEITH CONERLY 40 PIERCON, INC

on this the 13th day of DECEMBER, 2012.



Property Owner

Brian Keith Saucier

Property Owner

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

BRIAN KEITH SAUCIER

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 13th day of December, 2012.



My Commission Expires:

Katie Rae Richardson
NOTARY PUBLIC

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- ☒ A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- ☐ B. There is a mistake in the original zoning.
- ☐ C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

THE SUBJECT PROPERTY IS CURRENTLY ZONED B-5. HOWEVER, THERE HAS BEEN A MATERIAL CHANGE IN THE CIRCUMSTANCES & CONDITIONS OF THE NEIGHBORHOOD & SURROUNDING AREA DUE TO THE RE-ZONING & ESTABLISHMENT OF A RESIDENTIAL PROPERTY (THE LAKES AT TURTLE CREEKS APTS).

ADDITIONALLY, THE RE-ZONING OF THE LAKES' PROPERTY TO RESIDENTIAL IMPOSES BUFFER/SETBACK REQUIREMENTS ON ALL ADJACENT B-5 PROPERTIES THROUGH NO FAULT OF THOSE PROPERTY OWNERS.

DUE TO THESE CIRCUMSTANCES WE ARE REQUESTING A ZONING CHANGE FROM B-5 to B-3 to REDUCE THE IMPOSED BUFFER REQUIREMENTS TO 30'. WE ARE ALSO REQUESTING THE PLANNING DEPT INVESTIGATE THE CIRCUMSTANCES OF THE LAKES REZONING TO RESIDENTIAL TO DETERMINE IF THERE WERE ANY CONDITIONAL TERMS (THAT AFFECT ADJACENT PROPERTIES) ASSOCIATED WITH ITS APPEAL.

FILED

2012 OCT 15 PM 1 35

WAYNE SMITH
CHANCERY CLERK

Prepared by:

✓ Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
Post Office Box 1978, 99 Main Street, Purvis, MS 39475-1978, Phone: 601-794-4545

INDEXING INSTRUCTIONS: SW ¼ of the SW ¼ of Section 2, Township 4 North,
Range 14 West, Lamar County, Mississippi

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, **BENNETT V. YORK**, 112 Sheffield Loop Ste D-1, Hattiesburg, Mississippi 39402, 601 264-0403 and **ROBERT L. ROGERS, JR.**, 112 Sheffield Loop Ste D-1, Hattiesburg, Mississippi 39402, 601 264-0403, the Grantors herein ("Grantors"), do hereby grant, bargain, sell, convey and warrant unto **BRIAN KEITH SAUCIER**, 325 T Smith Road, Hattiesburg, Mississippi, 39401, Grantee herein ("Grantee"), the following described property together with any and all improvements thereon owned by Grantor and any appurtenances thereunto belonging owned by Grantor, said lands being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Grantors herein agree to pay all real property taxes assessed against the above described property for the current year.

The above warranties and this conveyance are subject to the following:

1. Any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to sand, gravel, oil, gas and/or other minerals of every kind and character, all other minerals which may be produced in connection with oil and gas including sulphur and any other gases or elements, all salt domes, carbon dioxide, and/or any geothermal energy resources, and any and all easements, rights, privileges and/or immunities related or pertaining to any of the foregoing
2. Any matters shown on Boundary and Topographical Survey prepared for York-Rogers LLC by Clearpoint Consulting Engineers, P.A. dated September 26, 2012, which said survey depicts the real property hereby conveyed.
3. To the extent not created by Grantors, any easements or other uses of the land not visible from the surface, or easements or claims of easements not shown by the public records.
4. Any restrictive covenants contained in instruments filed of record in the office of the Chancery Clerk of Lamar County, Mississippi which affect the real property hereby conveyed.
5. Any mortgage, deed of trust, lease, or lien created or assumed by the Grantee.
6. Right of way easement granted by Bennett V. York and Robert L. Rogers, Jr. unto the City of Hattiesburg dated March 1, 2006 and recorded in Deed Book 18-G, at page 165.
7. Subdivision and/or site plan regulations adopted by the Board of Supervisors of Lamar County, Mississippi and all amendments thereto heretofore or hereafter adopted, including without limitation those recorded at Board of Supervisors' Minute Books on file in the office of the Chancery Clerk of Lamar County, Mississippi as follows: (a) Subdivision Regulations recorded in Minute Book 59, at Page 202, (b) Subdivision Regulations recorded in Minute Book 82, Page 282, (c) Subdivision Regulations recorded in Minute Book 112, Page 290, and (d) Amendments to the Lamar County Subdivision Regulations recorded in Minute Book 112, Page 144; (e) Amendments to the Lamar County Subdivision Regulations recorded in Minute Book 148, Page 706; (f) Site Plan Regulations for Lamar County, Mississippi recorded in Minute

Book 148, Page 727; (g) instrument recorded in Minute Book 142, at Page 173.

8. Any law, ordinance or governmental regulation relating to, restricting or regulating the occupancy, use or enjoyment of the real property hereby conveyed.

9. Right of way easement from Mr. and Mrs. G. B. Clark to Arnold Line Water Association dated June, 7, 1967 and recorded in Deed Book 4-J, at page 338.

10. Right of way easement granted by J. C. Barron, Jr. and Sadie Clark Barron unto Arnold Line Water Association dated June 7, 1967 and recorded in Deed Book 4-J, at page 341.

11. Right of way easement granted by Bennett V. York and Robert L. Rogers, Jr. unto Pearl River Valley Electric Power Association dated March 13, 2007 and recorded in Deed Book 19-D, at page 342.

12. Interowners Agreement between Kimco Hattiesburg, L.P., Turtle Creek Development, LLC, Bennett V. York and Robert L. Rogers, Jr. dated October 4, 2004 and recorded at Land Deed Book 17-G, page 75.

13. Right of way easement granted by Bennett V. York and Robert L. Rogers, Jr. unto Pearl River Valley Electric Power Association dated March 8, 2005 and recorded in Deed Book 17-P, at page 599.

[See signatures on following page]

WITNESS our signatures on this the 11th day of October, A.D., 2012.

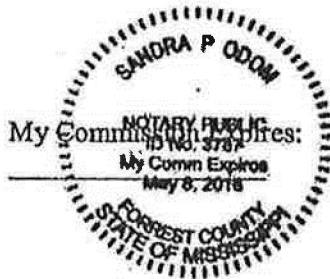
Bennett V. York
BENNETT V. YORK

Robert L. Rogers, Jr.
ROBERT L. ROGERS, JR.

STATE OF MISSISSIPPI

COUNTY OF Shelby

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 12th day of October, 2012, within my jurisdiction, the within named **BENNETT V. YORK** who acknowledged that he executed the above and foregoing Warranty Deed.



[Signature]
Notary Public

STATE OF Tennessee

COUNTY OF Shelby

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 11th day of October, 2012, within my jurisdiction, the within named **ROBERT L. ROGERS, JR.** who acknowledged that he executed the above and foregoing Warranty Deed.

My Commission Expires:

My Commission Expires Sept. 18, 2013

I:\York.Rogers.to.Saucier.WD
12-09-5808 sk

[Signature]
Notary Public



Legal Description
of
York-Rogers
W. 4th Street Property
West of Cross Creek Parkway
9/25/12

A parcel of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an included angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less.

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK

L.D. BOOK 22-0 PAGE 113
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Shirley Blaine D.C.



2012 NOV 7 PM 12 09

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
Post Office Box 1978, 99 Main Street, Purvis, MS 39475-1978, Phone: 601-794-4545

INDEXING INSTRUCTIONS: SW ¼ of the SW ¼ of Section 2, Township 4 North,
Range 14 West, Lamar County, Mississippi

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and NO/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, **BRIAN KEITH SAUCIER**, 325 T Smith Road, Hattiesburg, Mississippi, 39401, (601) 408-6747, Grantor herein, do hereby convey, quit-claim and release unto **HBURG T CREEK REAL ESTATE, LLC a Mississippi Limited Liability Company**, 325 T Smith Road, Hattiesburg, Mississippi, 39401, (601) 408-6747, Phone #(601)270-8499, the Grantee herein, all of my right, title and interest in and to the following described property situated in Lamar County, Mississippi, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

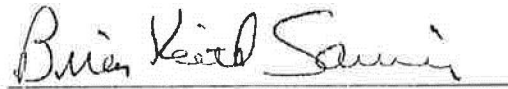
Subject to prior reservations of oil, gas and other minerals by former owners.

Subject to any and all easements and right of ways that may pertain to the above said property and properly filed in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to those certain Subdivision Regulations adopted by the Board of Supervisors of Lamar County of record in Minute Book 59 at Page 202, Minute Book 82 at Page 282, Minute Book 112 at Page 144, Minute Book 112 at Page 290, Minute Book 142 at Page 173 Minute Book 148 at Page 706 and Minute Book 148 at Page 727 all in the office of the Chancery Clerk of Lamar County, Mississippi.

PREPARED WITHOUT BENEFIT OF A TITLE EXAMINATION

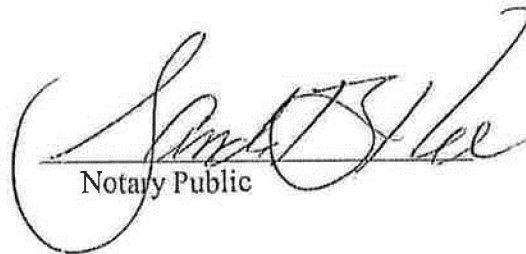
WITNESS OUR signatures on this the 30 day of October, A.D., 2012.


BRIAN KEITH SAUCIER

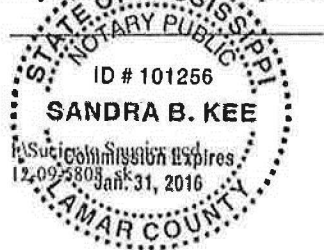
STATE OF MISSISSIPPI

COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 30 day of October 2012, within my jurisdiction, the within named **BRIAN KEITH SAUCIER** who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned.


Notary Public

My Commission Expires:



100

**Legal Description
of
York-Rogers
W. 4th Street Property
West of Cross Creek Parkway
9/25/12**

A parcel of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an included angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less.



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK

LD BOOK 72-R PAGE 98
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Sharon Herrin D.C.

PLANNING COMMISSION

February 6, 2013

ITEM A

PROPERTY ADDRESS:

5170 West 4 St. Hattiesburg, MS 39402

Parcels: 051E-02-014 & 051E-02-015

PPINs: 004303 & 004160

Ward: 3

PETITIONER:

Keith Conerly, PierCon, Inc., 23 Liberty Place, Hattiesburg, MS 39401

PROPERTY OWNER:

Brian Saucier 325 T Smith Rd. Hattiesburg, MS 39401

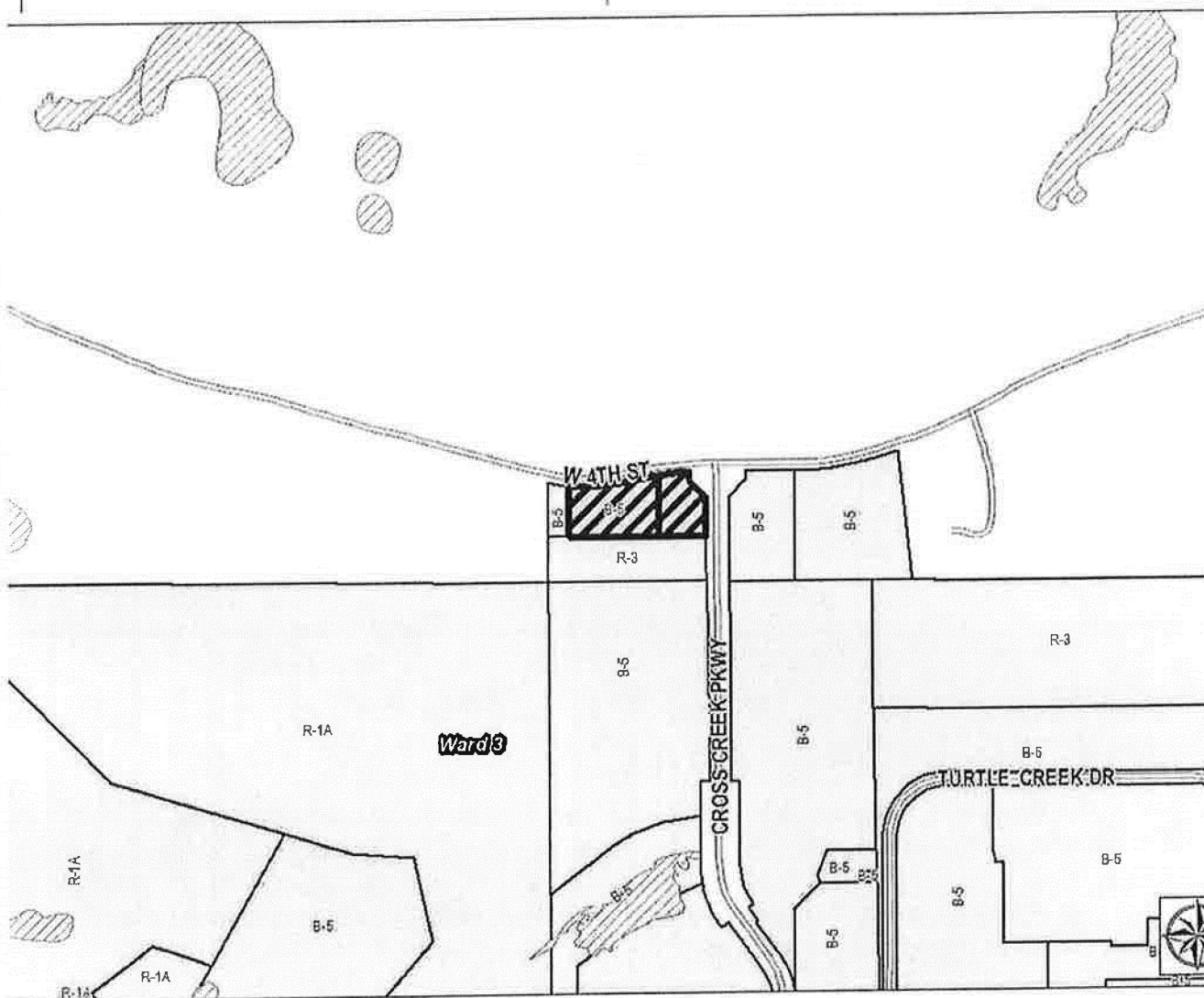
SPECIAL DISTRICTS:

Flood District: N/A

Historic District: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

November 27, 2012, the SPRC recommended the applicant Conerly apply to have the site rezoned to B-3 to accommodate the necessary buffer requirements to an abutting R-3 (Multi-Family Residential) development.



5170 W. 4th St. : KeithCo @ Cross Creek Parkway Item A

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 3, Section 39.02 Amendments

ADJACENT ZONING AND LAND USES:

NORTH: Unincorporated Lamar County & Single Family
 SOUTH: R-3 Multi-Family Residential & Apartment
 EAST: Unincorporated Lamar County & Vacant lots
 WEST: B-5 Regional Business District

STREETS & TRAFFIC/PARKING & ACCESS:

The subject property is located on the south of W. 4th St. at the intersection of Cross Creek Parkway. The right-of-way consist of two lanes. The road was created to access the mall & shopping.

PHYSICAL SITE CHARACTERISTICS:

The development is located on the south side of 4th St. The applicant is proposing to build a 110x 50 (5,500 Sf) the gas station and convenience store. These uses would utilize 4,000 sf of the space, and the additional 1500 sf would be space available to be leased.

CHARACTER OF THE NEIGHBORHOOD:

This property is located at the intersection of W. 4th St. and Cross Creek Parkway with vacant lots and a multi-family apartment complex abutting the property to the south. There is a general mix of residential and commercial development within the area.

FUTURE LAND USE MAP: Regional Business District

District Overview: The R. B. D. is primarily a non-residential district located along major arterial streets and highways. Only limited types of residential uses are allowed and encouraged in this district. The nature and volume of traffic along these corridors are different from other commercial corridors, and the land uses require special consideration because they may generate a higher volume of regional traffic and/ or require frequent access by large trucks and commercial vehicles.

District Characteristics: The R.B.D include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed use buildings and developments; high-density residential developments (apartment complexes); large parking areas; and light industrial campuses and employment centers. Regulations should promote development patterns that enhance the streetscape; screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

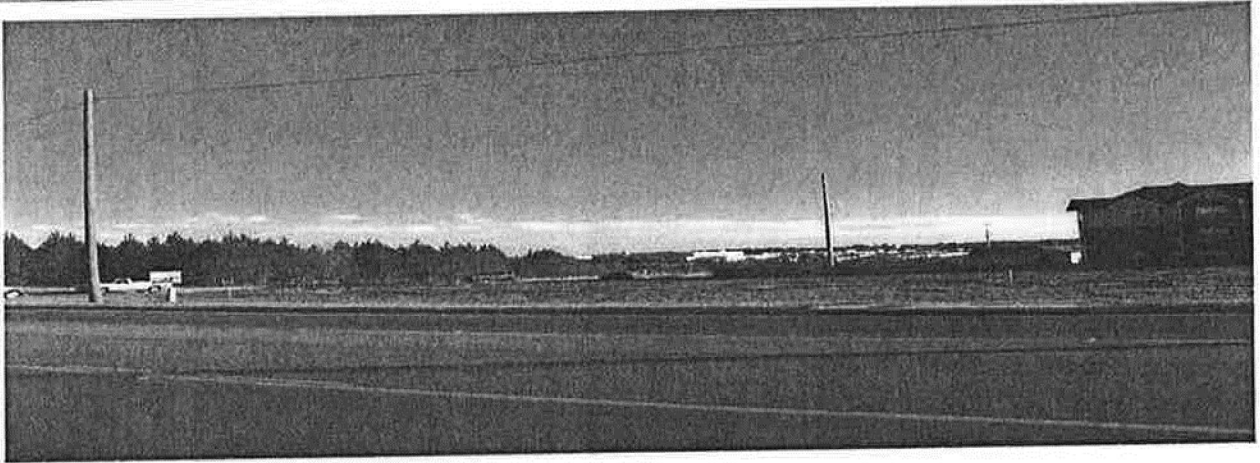
District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

CONSIDERATIONS:

- The applicant is proposing to "downzone" two parcels from B-5 to B-3. The proposed district is less intensive than the B-5 district.
- Recent growth and trends in the area (specifically the abutting multi-family development to the south) have changed the neighborhood character and provide a basis for the rezoning.
- The adjacent property to the South was rezoned R-3 Multi-Family Residential, which imposed a buffer of 50 ft. along the common line of the R-3 and B-5 zoning district.
- Rezoning the property to a B-3 Community Business District, would reduce the buffer to 30 ft.
- The Regional Business District is the same designation of Highway 98 west as well as Interstate 59. This district encourages big box development and more intense development patterns.
- A number of uses allowed in the B-5 district would be inappropriate for this site and a rezoning would reduce the potential negative impacts or uses.
- The proposed Community Business District is primarily a nonresidential district located along the city's major roadway. Also, in this district certain residential and nonresidential land uses may be found.
- The characteristics of the Community Business District include but are not limited to multi-family uses, mixed-use buildings and developments; suburban-style, higher-intensity business developments that provide services to the entire community, and less intensive commercial uses than are found in the Regional Business District.
- A review of existing buildings along 4th Street demonstrates mixed-use buildings and developments that provide services to the entire community.

Due to the construction of Cross Creek Pkwy the parcel (PPIN 4161) was split and the western portion was sold as a separate parcel. However, both the parcels still retained the same PPIN (4161). The applicant is in the process of merging the western piece of the subject parcel with the adjacent parcel (PPIN 4303). With the correction only one parcel for the proposed development exist. The eastern portion of the original PPIN (4161) will retain that PPIN.

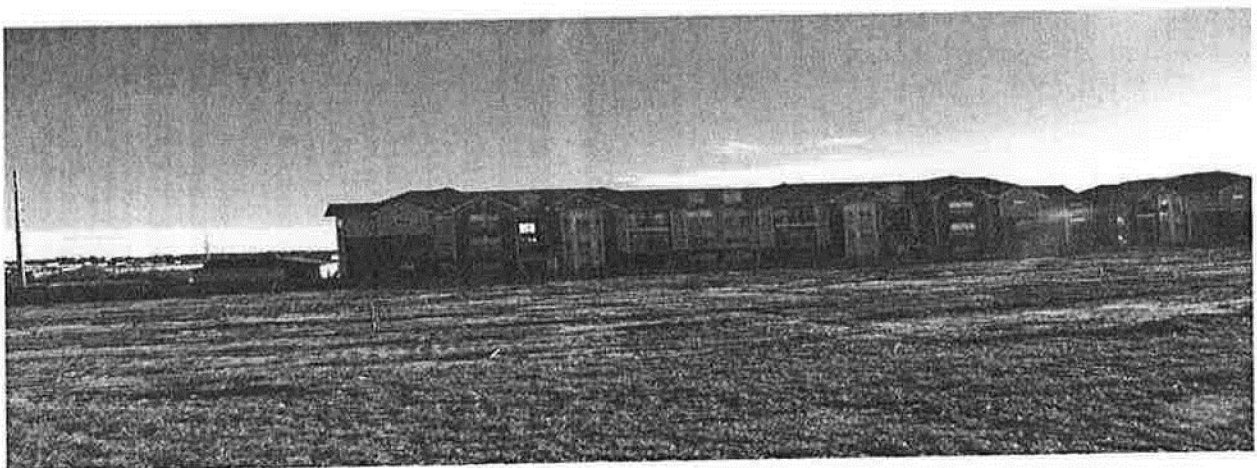
PLANNING COMMISSION 5170 W. 4th St. ITEM A



Property to the East



5170 W. 4th St. / Proposed Development



Property to the South

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Keith Conerly, on behalf of Brian Keith Saucier, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request would, if approved, change the zoning designation for a certain property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional 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 SW ¼ of the SW ¼ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW ¼ of the SW ¼ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an inclined angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, February 6, 2013, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 14th day of January A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers

/s/

CITY CLERK

(SEAL)

Publish (1) Friday, January 18, 2013
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

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 5170 WEST 4TH STREET (PARCEL #'S 051E-02-014 & 051E-02-015,
PPINs 004303 & 004160, RESPECTIVELY, WARD 3), FROM B-5 (REGIONAL
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 APPROVE said change in zoning for the following reason:

There is a change in neighborhood character and a public need for the rezoning based on:
consistency with the neighborhood, the recently constructed multifamily residential area

to south, and less intense commercial development along West Fourth Street.

in connection therewith so that the land described as follows be zoned as follows:

A parcel of land located in the SW ¼ of the SW ¼ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW ¼ of the SW ¼ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an inclined angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less

also known as property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3) from B-5 (Regional Business) District to B-3 (Community Business) District, filed by Keith Saucier, owner.

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

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3098

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 5170 WEST 4TH STREET (PARCEL #'S 051E-02-014 & 051E-02-015,
PPINs 004303 & 004160, RESPECTIVELY, WARD 3), FROM B-5 (REGIONAL
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 APPROVE said change in zoning for the following reason:

There is a change in neighborhood character and a public need for the rezoning based on:
consistency with the neighborhood, the recently constructed multifamily residential area

to south, and less intense commercial development along West Fourth Street.

in connection therewith so that the land described as follows be zoned as follows:

A parcel of land located in the SW ¼ of the SW ¼ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW ¼ of the SW ¼ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an inclined angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less

also known as property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3) from B-5 (Regional Business) District to B-3 (Community Business) District, filed by Keith Saucier, 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 Carroll seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS: Bradley
Carroll
Ware
Naylor

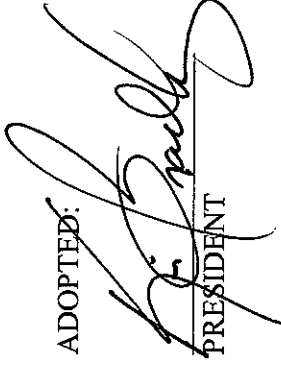
NAYS: None ABSENT: Delgado

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 19th day of February A.D., 2013.
(S E A L)

ATTEST:

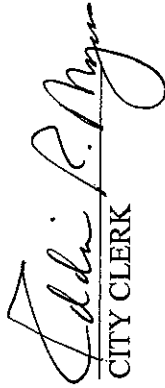

CLERK OF COUNCIL

ADOPTED:

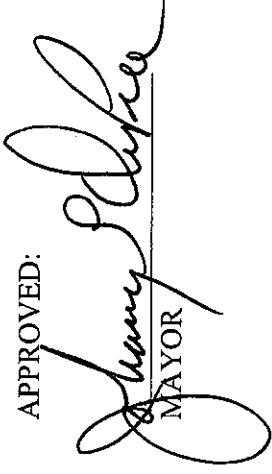

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,
this the 19th day of February A.D., 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

**MINUTES
OF THE
REGULAR MEETING
OF THE**

HATTIESBURG PLANNING COMMISSION

February 6, 2013

The Hattiesburg Planning Commission did meet in a regular session on February 6, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Robin Roberts
Annie Pope
Don McCleskey
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Eric Martin

Commissioners Absent:

Marjorie Chambers
Judy Cortis
Jessie Wilson

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Donovan Scruggs, Planning Manager
Chantell Hypolite, Planner-Apprentice

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:03 pm.

Invocation:

Annie Pope

AGENDA REVIEW

There came the matter of the Agenda for the December 13, 2012 meeting. The Agenda was approved.

Motion made by:

Don McCleskey

Motion seconded by:

Joe White

Commissioners voting aye:

Annie Pope
Don McCleskey
Joseph White
Linda McMurtrey

Robin Roberts
Eric Martin

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

There came the matter of the December 13, 2012 minutes. A motion was made to approve the minutes as presented.

Motion made by:

Annie Pope

Motion seconded by:

Eric Martin

Commissioners voting aye:

Annie Pope
Don McCleskey
Joseph White
Linda McMurtrey
Robin Roberts
Eric Martin

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.

	January 2013	
New Construction:		Dollar Amount
Apartment	0	-0-
Commercial	1	\$2,888,888
Residential	1	175,000
Remodel/Repairs:		
Apartments	2	\$3,200
Commercial	9	\$1,214,607

Residential	24	\$1,214,607
Historic Commercial	0	0
Historic Residential	0	\$3,900
Mercury Tests:		
Commercial	7	\$700
Residential	15	\$1,500

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs introduced newly proposed appointee John Blanks to the Planning Commissioners. Mr. Scruggs announced that The Bouchillon Institute and APA Mississippi Planning Commissioner Training will be March 9, 203 at Lyman Community Center, 13472 Highway 49 Gulfport, MS 39503 from 9:00 AM-12:00pm. Mr. Scruggs, asked all the Commissioners to attend if they can and the city would furnish their registration fee as well as transportation there. Mr. Scruggs announced the Midtown Code Work Session that will be held February 19, 2013, from 12:00-3:00 pm, location to be announced. Mr. Scruggs asked all Commissioners to attend this work session, as the consult Connie Cooper will be in attendance to answer any and all questions.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No Chairman report was submitted.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:17 and explained the rules and procedures of the hearing

There came the matter of Item A, the petition has been filed by Keith Conerly, on behalf of Brian Keith Saucier, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request would, if approved, change the zoning designation for a certain property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively,

Ward 3), from B-5 (Regional Business) District to B-3 (Community Business) District

Name	Address	City/State
<u>Presented by:</u>	Keith Conerly	23 Liberty Place Hattiesburg, MS 39402

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 1:27 p.m. and the Business

Meeting open to vote on the request.

Motion made by: Don McCleskey

Motion seconded by: Annie Pope

Commissioners voting aye:

Annie Pope
Don McCleskey
Linda McMurtrey
Robin Roberts
Joseph White
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

There is a change in neighborhood character and a public need for the rezoning based on: consistency with the neighborhood, the recently constructed multifamily residential area to the south, and less intense commercial development along West 4th St.

Comments Written on Ballots:

None

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

There being no further business, the meeting was adjourned at 1:32 pm

Richard Conville, Chairman

Chantell Hypolite, Planner- Apprentice



January 10, 2013

Keith Conerly
PierCo, Inc
23 Liberty Place
Hattiesburg, MS 39402

RE: To change the zoning classification of certain property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional Business District) District, to B-3 (Community Business District) District,

Dear Mr. Conerly:

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 February 6, 2013 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 601.554.1031 if you have any questions. Thank you.

Sincerely,

Chantell Hypolite

Chantell Hypolite
Planner Apprentice

Enclosure

CC: Brian Keith Saucier 325 T Smith Road, Hattiesburg, MS 39401

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Pre-Application Date: Click here to enter a date. **Planner:** _____

Today's Date: Click here to enter a date.

Project Name: KEITHCO CROSSCREEK

Proposed Use(s): GAS STATION + CONVENIENCE STORE + LEASE SPACE

Project Street Address: 5170 WEST 4th STREET

PPIN Number(s) (If unknown, can be found on tax receipt): 004303, 004160 (VERIFY)

Parcel Number(s): 091E-02-014.000 & -015.00 (VERIFY)

Flood Zone(s): X - FEMA 28035C0085D Historic District(s): ✓

Zoning District(s): B-5 Proposed Cost of the Project: \$ _____

Project Representative Information

Project Representative and Title: ☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☒ Contractor

☐ Architect ☐ Engineer ☐ Other (Specify): KEITH CONCRETE

Name: _____ Company Name: PIERCON, INC

Phone: 601 264 7437 Fax: 601 261 0081 Email: keith@piercon.us

Mailing Address: 23 LIBERTY PLACE

HATTIESBURG MS 39402

Name: _____

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____

Phone: _____ Fax: _____

Email: FILED

Mailing Address: _____

JAN 03 2013

EDDIE MYERS, CITY CLERK
BY: [Signature]
Deputy Clerk

Name: _____

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____

Phone: _____ Fax: _____

Email: _____

Mailing Address: _____

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)

HATTIESBURG, MS 39403-1898

Department of Urban Development

(601) 554-1031 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

- ☐ Variance (details below) ☐ Use Permit (details below) ☒ Re-Zoning (details below)
- ☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
- ☐ Street or Alley Renaming ☐ Vacating Street or Alley
- ☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear) ☐ Off-site Parking
- ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
- ☐ Other _____

Land Development Code Article No.	Section	Staff Information - do not complete
Article No.	Section	
Article No.	Section	

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
- ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
- ☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Article No.	Section	Staff Information - do not complete
	Section	

FOR RE-ZONING ONLY:

Existing Zoning:

B-5

Proposed Zoning:

B-3

RECEIVED

DEC 17 2012

I:\PierCon Cad Dwg\Keithco Petroleum\Keithco Crosscreek\2012 Section 2 - Application Cover, Signature Pages, and Petitioner Info.docx

BY:

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

5170 WEST 4th St. HATTESBURG Ms 39402
Street Address City State

on this the 13th day of December, 2012.

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

KEITH CONGERLY 40 PIERCON, INC.

on this the 13th day of December 2012.

STATE OF Mississippi

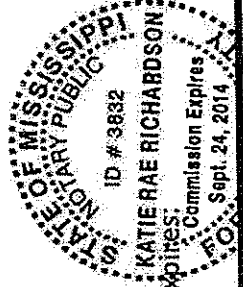
COUNTY OF Lamar

Personally came and appeared before me, the within named

Brian Keith Saucier

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 13th day of December, 2012.



Katie Rae Richardson
NOTARY PUBLIC

My Commission Expires:

One of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

A.

There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

B. There is a mistake in the original zoning.

C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

THE SUBJECT PROPERTY IS CURRENTLY ZONED B-5. HOWEVER, THERE HAS BEEN A MATERIAL CHANGE IN THE CIRCUMSTANCES & CONDITIONS OF THE NEIGHBORHOOD & SURROUNDING AREA DUE TO THE RE-ZONING & ESTABLISHMENT OF A RESIDENTIAL PROPERTY (THE LAKES AT TURTLE CREEK APTS). ADDITIONALLY, THE RE-ZONING OF THE LAKES' PROPERTY TO RESIDENTIAL IMPOSES BUFFER/SETBACK REQUIREMENTS ON ALL ADJACENT B-5 PROPERTIES THROUGH NO FAULT OF THOSE PROPERTY OWNERS.

DUE TO THESE CIRCUMSTANCES WE ARE REQUESTING A ZONING CHANGE FROM B-5 TO B-3 TO REDUCE THE IMPOSED BUFFER REQUIREMENTS TO 30'. WE ARE ALSO REQUESTING THE PLANNING DEPT INVESTIGATE THE CIRCUMSTANCES OF THE LAKES REZONING TO RESIDENTIAL TO DETERMINE IF THERE WERE ANY CONDITIONAL TERMS (THAT AFFECT ADJACENT PROPERTIES) ASSOCIATED WITH ITS APPROVAL.

FILED

2012 OCT 15 PM 1 35

WAYNE SMITH
CHANCERY CLERK

Prepared by:

✓ Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
Post Office Box 1978, 99 Main Street, Purvis, MS 39475-1978, Phone: 601-794-4545

INDEXING INSTRUCTIONS: SW ¼ of the SW ¼ of Section 2, Township 4 North,
Range 14 West, Lamar County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, BENNETT V. YORK, 112 Sheffield Loop Ste D-1, Hattiesburg, Mississippi 39402, 601 264-0403 and ROBERT L. ROGERS, JR., 112 Sheffield Loop Ste D-1, Hattiesburg, Mississippi 39402, 601 264-0403, the Grantors herein ("Grantors"), do hereby grant, bargain, sell, convey and warrant unto BRIAN KEITH SAUCIER, 325 T Smith Road, Hattiesburg, Mississippi, 39401, Grantee herein ("Grantee"), the following described property together with any and all improvements thereon owned by Grantor and any appurtenances thereto belonging owned by Grantor, said lands being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Grantors herein agree to pay all real property taxes assessed against the above described property for the current year.

The above warranties and this conveyance are subject to the following:

1. Any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to sand, gravel, oil, gas and/or other minerals of every kind and character, all other minerals which may be produced in connection with oil and gas including sulphur and any other gases or elements, all salt domes, carbon dioxide, and/or any geothermal energy resources, and any and all easements, rights, privileges and/or immunities related or pertaining to any of the foregoing
2. Any matters shown on Boundary and Topographical Survey prepared for York-Rogers LLC by Clearpoint Consulting Engineers, P.A. dated September 26, 2012, which said survey depicts the real property hereby conveyed.
3. To the extent not created by Grantors, any easements or other uses of the land not visible from the surface, or easements or claims of easements not shown by the public records.
4. Any restrictive covenants contained in instruments filed of record in the office of the Chancery Clerk of Lamar County, Mississippi which affect the real property hereby conveyed.
5. Any mortgage, deed of trust, lease, or lien created or assumed by the Grantee.
6. Right of way easement granted by Bennett V. York and Robert L. Rogers, Jr. unto the City of Hattiesburg dated March 1, 2006 and recorded in Deed Book 18-G, at page 165.
7. Subdivision and/or site plan regulations adopted by the Board of Supervisors of Lamar County, Mississippi and all amendments thereto heretofore or hereafter adopted, including without limitation those recorded at Board of Supervisors' Minute Books on file in the office of the Chancery Clerk of Lamar County, Mississippi as follows: (a) Subdivision Regulations recorded in Minute Book 59, at Page 202, (b) Subdivision Regulations recorded in Minute Book 82, Page 282, (c) Subdivision Regulations recorded in Minute Book 112, Page 290, and (d) Amendments to the Lamar County Subdivision Regulations recorded in Minute Book 112, Page 144; (e) Amendments to the Lamar County Subdivision Regulations recorded in Minute Book 148, Page 706; (f) Site Plan Regulations for Lamar County, Mississippi recorded in Minute

Book 148, Page 727; (g) instrument recorded in Minute Book 142, at Page 173.

8. Any law, ordinance or governmental regulation relating to, restricting or regulating the occupancy, use or enjoyment of the real property hereby conveyed.
9. Right of way easement from Mr. and Mrs. G. B. Clark to Arnold Line Water Association dated June, 7, 1967 and recorded in Deed Book 4-J, at page 338.
10. Right of way easement granted by J. C. Barron, Jr. and Sadie Clark Barron unto Arnold Line Water Association dated June 7, 1967 and recorded in Deed Book 4-J, at page 341.
11. Right of way easement granted by Bennett V. York and Robert L. Rogers, Jr. unto Pearl River Valley Electric Power Association dated March 13, 2007 and recorded in Deed Book 19-D, at page 342.
12. Interowners Agreement between Kinco Hattiesburg, L.P., Turtle Creek Development, LLC, Bennett V. York and Robert L. Rogers, Jr. dated October 4, 2004 and recorded at Land Deed Book 17-G, page 75.
13. Right of way easement granted by Bennett V. York and Robert L. Rogers, Jr. unto Pearl River Valley Electric Power Association dated March 8, 2005 and recorded in Deed Book 17-P, at page 599.

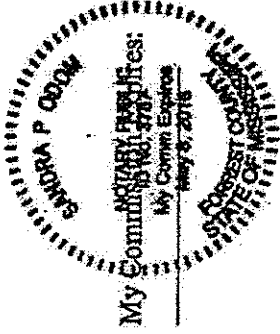
[See signatures on following page]

WITNESS our signatures on this the 11th day of October, A.D., 2012.

[Signature]
BENNETT V. YORK
[Signature]
ROBERT L. ROGERS, JR.

STATE OF MISSISSIPPI
COUNTY OF [Signature]

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 12th day of October, 2012, within my jurisdiction, the within named BENNETT V. YORK who acknowledged that he executed the above and foregoing Warranty Deed.



[Signature]
Notary Public

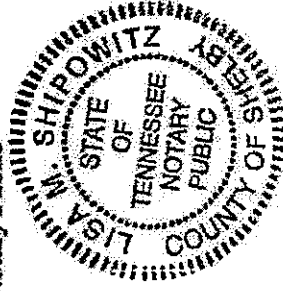
STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 11th day of October, 2012, within my jurisdiction, the within named ROBERT L. ROGERS, JR. who acknowledged that he executed the above and foregoing Warranty Deed.

[Signature]
Notary Public

My Commission Expires:

My Commission Expires Sept. 18, 2013



L.Vork.Rogers.to.Saucier.WD
12-09-5808 ak

Legal Description
of
York-Rogers
W. 4th Street Property
West of Cross Creek Parkway
9/25/12

A parcel of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an included angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less.



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
INDEXED LD RECORDED ✓ ABSTRACTED ✓
BOOK 22-0 PAGE 113
Shirley P. Moore, D.C.

2012 NOV 7 PM 12 09

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
Post Office Box 1978, 99 Main Street, Purvis, MS 39475-1978, Phone: 601-794-4545

INDEXING INSTRUCTIONS:

SW 1/4 of the SW 1/4 of Section 2, Township 4 North,
Range 14 West, Lamar County, Mississippi

**STATE OF MISSISSIPPI
COUNTY OF LAMAR****QUITCLAIM DEED**

FOR AND IN CONSIDERATION of the sum of Ten and NO/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, **BRIAN KEITH SAUCIER**, 325 T Smith Road, Hattiesburg, Mississippi, 39401, (601) 408-6747, Grantor herein, do hereby convey, quit-claim and release unto **HBURG T CREEK REAL ESTATE, LLC** a Mississippi Limited Liability Company, 325 T Smith Road, Hattiesburg, Mississippi, 39401, (601) 408-6747, Phone #(601)270-8499, the Grantee herein, all of my right, title and interest in and to the following described property situated in Lamar County, Mississippi, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to prior reservations of oil, gas and other minerals by former owners.

Subject to any and all easements and right of ways that may pertain to the above said property and properly filed in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to those certain Subdivision Regulations adopted by the Board of Supervisors of Lamar County of record in Minute Book 59 at Page 202, Minute Book 82 at Page 282, Minute Book 112 at Page 144, Minute Book 112 at Page 290, Minute Book 142 at Page 173 Minute Book 148 at Page 706 and Minute Book 148 at Page 727 all in the office of the Chancery Clerk of Lamar County, Mississippi.

PREPARED WITHOUT BENEFIT OF A TITLE EXAMINATION

WITNESS OUR signatures on this the 30 day of October, A.D., 2012.

Brian Keith Saucier
BRIAN KEITH SAUCIER

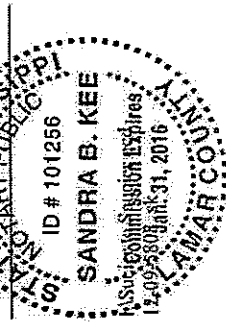
STATE OF MISSISSIPPI

COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 30 day of October 2012, within my jurisdiction, the within named **BRIAN KEITH SAUCIER** who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned.

Sandra B. Kee
Notary Public

My Commission Expires:



Legal Description
of
York-Rogers
W. 4th Street Property
West of Cross Creek Parkway
9/25/12

A parcel of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an included angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less.



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY

WAYNE SMITH • CHANCERY CLERK

L.D. BOOK 22-R PAGE 98

INDEXED ☒ RECORDED ☒ ABSTRACTED ☒

Sharon Herrin D.C.

PLANNING COMMISSION

February 6, 2013

ITEM A

PROPERTY ADDRESS:

5170 West 4 St. Hattiesburg, MS 39402

Parcels: 051E-02-014 & 051E-02-015

PPINs: 004303 & 004160

Ward: 3

PETITIONER:

Keith Conerly, PierCon, Inc., 23 Liberty Place , Hattiesburg, MS 39401

PROPERTY OWNER:

Brian Saucier 325 T Smith Rd. Hattiesburg, MS 39401

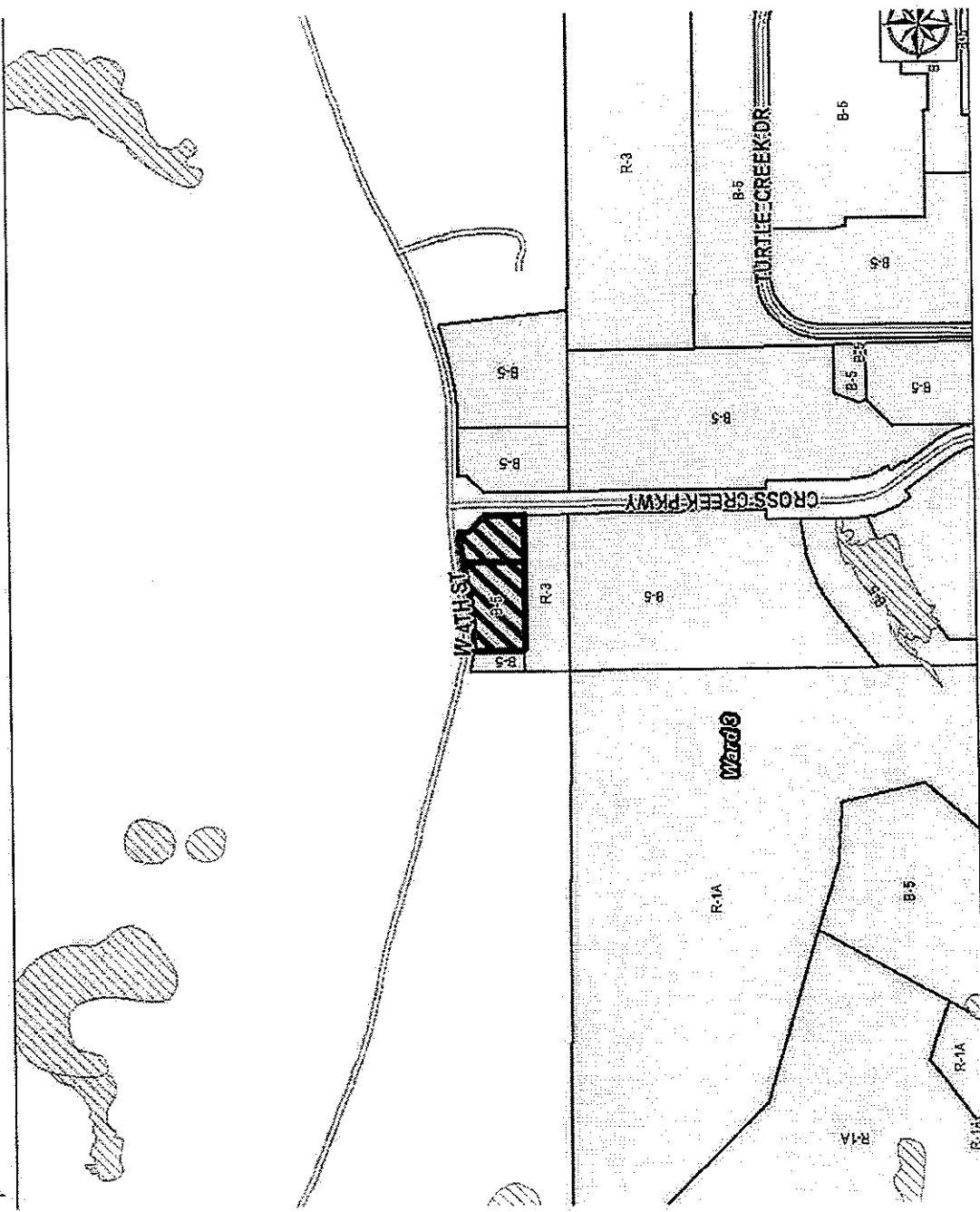
SPECIAL DISTRICTS:

Flood District: N/A

Historic District: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

November 27, 2012, the SPRC recommended the applicant Conerly apply to have the site rezoned to B-3 to accommodate the necessary buffer requirements to an abutting R-3 (Multi-Family Residential) development.

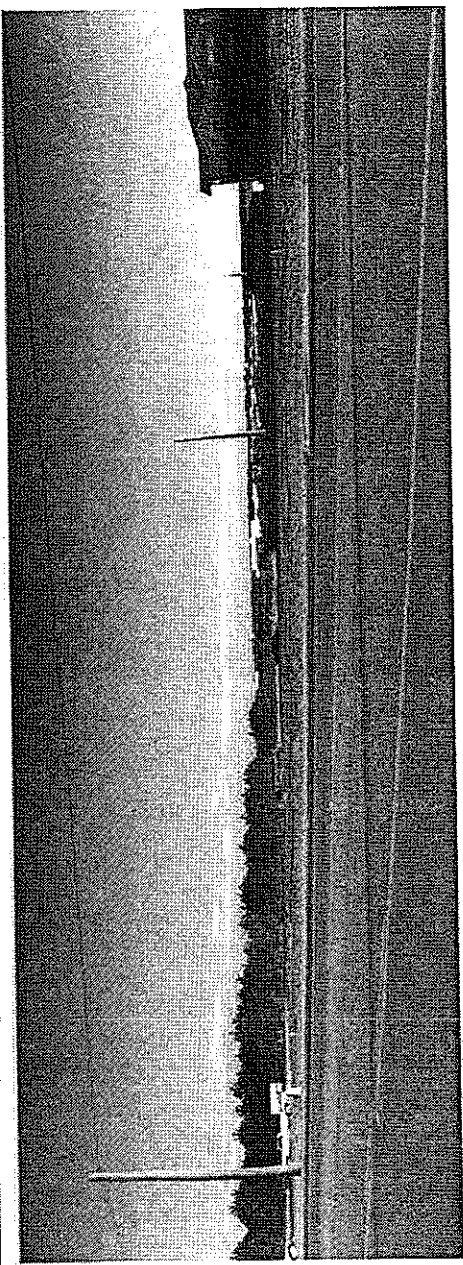


STAFF SUMMARY/MAP

5170 W. 4th St. : KeithCo @ Cross Creek Parkway Item A

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS: - Article 3, Section 39.02 Amendments		FUTURE LAND USE MAP: Regional Business District <u>District Overview:</u> The R. B. D. is primarily a non-residential district located along major arterial streets and highways. Only limited types of residential uses are allowed and encouraged in this district. The nature and volume of traffic along these corridors are different from other commercial corridors, and the land uses require special consideration because they may generate a higher volume of regional traffic and/ or require frequent access by large trucks and commercial vehicles. <u>District Characteristics:</u> The R.B.D include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed use buildings and developments; high-density residential developments (apartment complexes); large parking areas; and light industrial campuses and employment centers. Regulations should promote development patterns that enhance the streetscape; screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor. <u>District Land Uses:</u> The following land uses should be found in this district: high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.
ADJACENT ZONING AND LAND USES: NORTH: Unincorporated Lamar County & Single Family SOUTH: R-3 Multi- Family Residential & Apartment EAST: Unincorporated Lamar County& Vacant lots WEST: B-5 Regional Business District		
STREETS & TRAFFIC/PARKING & ACCESS: The subject property is located on the south of W. 4th St. at the intersection of Cross Creek Parkway. The right-of-way consist of two lanes. The road was created to access the mall & shopping.		
PHYSICAL SITE CHARACTERISTICS: The development is located on the south side of 4th St. The applicant is proposing to build a 110x 50 (5,500 Sf) the gas station and convenience store. These uses would utilize 4,000 sf of the space, and the additional 1500 sf would be space available to be leased.		
CHARACTER OF THE NEIGHBORHOOD: This property is located at the intersection of W. 4th St. and Cross Creek Parkway with vacant lots and a multi-family apartment complex abutting the property to the south. There is a general mix of residential and commercial development within the area.		
CONSIDERATIONS: • The applicant is proposing to "downzone" two parcels from B-5 to B-3. The proposed district is less intensive than the B-5 district. • Recent growth and trends in the area (specifically the abutting multi-family development to the south) have changed the neighborhood character and provide a basis for the rezoning. • The adjacent property to the South was rezoned R-3 Multi-Family Residential, which imposed a buffer of 50 ft. along the common line of the R-3 and B-5 zoning district. • Rezoning the property to a B-3 Community Business District, would reduce the buffer to 30 ft. • The Regional Business District is the same designation of Highway 98 west as well as Interstate 59. This district encourages big box development and more intense development patterns. • A number of uses allowed in the B-5 district would be inappropriate for this site and a rezoning would reduce the potential negative impacts or uses. • The proposed Community Business District is primarily a nonresidential district located along the city's major roadway. Also, in this district certain residential and nonresidential land uses may be found. • The characteristics of the Community Business District include but are not limited to multi-family uses, mixed-use buildings and developments; suburban-style, higher-intensity business developments that provide services to the entire community, and less intensive commercial uses than are found in the Regional Business District. • A review of existing buildings along 4th Street demonstrates mixed-use buildings and developments that provide services to the entire community. Due to the construction of Cross Creek Pkwy the parcel (PPIN 4161) was split and the western portion was sold as a separate parcel. However, both the parcels still retained the same PPIN (4161). The applicant in in the process of merging the western piece of the subject parcel with the adjacent parcel (PPIN 4303). With the correction only one parcel for the proposed development exist. The eastern portion of the original PPIN (4161) will retain that PPIN.		

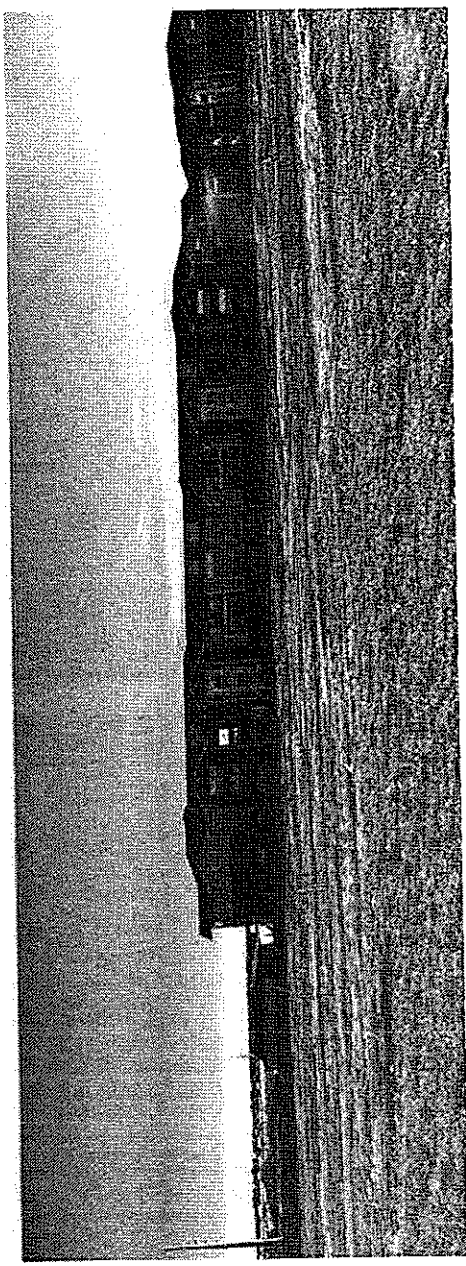
STAFF SUMMARY/MAP



Property to the East



5170 W. 4th St. / Proposed Development



Property to the South

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Keith Conerly, on behalf of Brian Keith Saucier, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request would, if approved, change the zoning designation for a certain property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional 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 SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an inclined angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, February 6, 2013, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 14th day of
January A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers

/s/

CITY CLERK

(SEAL)

Publish (1) Friday, January 18, 2013
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Keith Conerly, on behalf of Brian Keith Saucier, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request would, if approved, change the zoning designation for a certain property located at 5170 West 4th St. (Parcel #'s 051E-02-014 & 051E-02-015, PPINs 004303 & 004160, respectively, Ward 3), from B-5 (Regional 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 SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at the SW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2; thence run North 90 degrees 00 minutes 00 seconds East (due East) for 78.27 feet; thence run North 00 degrees 00 minutes 00 seconds East (due North) for 157.33 feet to a corner on the north line of The Lakes At Turtle Creek Apartments property to and for the Point of Beginning; thence run North 00 degrees 39 minutes 11 seconds West along the boundary of The Lakes At Turtle Creek Apartments for 163.80 feet to the south right-of-way of West 4th Street; thence run in an easterly direction along the south right-of-way of West 4th Street on a curve to the left for a distance of 222.82 feet, said curve having an inclined angle of 14 degrees 26 minutes 41 seconds, a radius of 883.83 feet, and a chord of South 89 degrees 48 minutes 48 seconds East for 222.23 feet; thence continue along said right-of-way North 82 degrees 57 minutes 51 seconds East for 101.56 feet; thence continue along said right-of-way on a curve to the right for 118.50 feet to the western right-of-way of Cross Creek Parkway, said curve having an included angle of 02 degrees 42 minutes 12 seconds, a radius of 2511.48 feet, and a chord of North 84 degrees 18 minutes 57 seconds East for 118.49 feet; thence run along the western right-of-way of Cross Creek Parkway South 45 degrees 36 minutes 50 seconds East for 79.82 feet; thence continue along said right-of-way South 00 degrees 36 minutes 33 seconds East for 133.86 feet to the north line of The Lakes At Turtle Creek Apartments; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said apartments for 497.54 feet back to the Point of Beginning. Said parcel contains 1.92 acres (83,420 square feet), more or less

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, February 6, 2013, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 14th day of January A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____ Eddie Myers

/s/ _____

CITY CLERK

(SEAL)

Publish (1) Friday, January 18, 2013
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2013-11

File ID: 2013-11

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2013

Brief Title: Adopt a Resolution declaring a State of Emergency

Final Action: 02/19/2013

Minute Book Number: MB2013-46

Title:

Adopt a Resolution declaring a State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. State of Emg, Emergency Proclamation -
Tornado on Feb. 10, 2013, executed Resol. State of
Emg RES2013-12

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution declaring a State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 President Bradley Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-11

Title

Adopt a Resolution declaring a State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION DECLARING A STATE OF EMERGENCY

WHEREAS, the City of Hattiesburg's governing authorities recognizes the existence of a local emergency occurring as a result of tornado on Sunday, February 10, 2013; and

WHEREAS, the governing authorities of the City of Hattiesburg recognizes that this local emergency means the existence of condition of disaster or extreme peril to the safety of persons and properties within the City limits of the City of Hattiesburg caused by this storm; and

WHEREAS, such conditions are beyond the normal control of services, personnel, equipment, and facilities; and

WHEREAS, this emergency is a result of a natural disaster resulting in substantial damage, loss of property and harm to the population; and

WHEREAS, this natural emergency was caused by a natural event, to wit: a severe storm; and

WHEREAS, this Resolution meets those requirements contained in Code Section 33-15-5 of the Mississippi Code of 1972, as annotated and amended; and

WHEREAS, in order to carry out the provisions of Code Section 33-15-17, of the Mississippi Code of 1972, as annotated and amended, the City of Hattiesburg, through its governing authorities are acting in accordance with the disaster relief as herein described;

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg, Mississippi do hereby authorize the appropriate personnel to enter into contracts and incur obligations necessary to combat this disaster, protecting the health and safety of persons and property and providing emergency assistance to the victims of this disaster, and the appropriate personnel are authorized to exercise those powers vested under Mississippi law, in light of the exigencies of the extreme emergency situation, without regard to time consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary worker, the rental of equipment, the purchase of supplies and materials and the appropriation and expenditure of public funds as outlined in Mississippi Code Section 33-15-17, sub-paragraph (B), (1972, as amended).

During this emergency, the Mayor is hereby authorized to issue orders or regulations concerning the protection of life and property, including the imposition of a curfew within designated boundaries where necessary to preserve public order and safety. Such orders or regulation will be in writing and terminated in writing. Imposition of a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

Further, the Mayor is authorized to act in accordance with Mississippi Code Section 33-15-49, a copy of which is attached hereto as Exhibit "A".

Section 1. That public interest and necessity requiring same, this resolution shall become effective immediately.

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 19th day of February, 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.

CITY CLERK

MAYOR

MISSISSIPPI CODE OF 1972

As Amended

SEC. 33-15-49. Emergency use of state or local personnel and equipment authorized; limitation of liability.

In the event an impending enemy attack, an enemy attack, or a man-made, technological or natural disaster occurs within the state or within any portion of it and a proclamation is issued by the office of the governor of the state or the president of the United States declaring such affected areas to be disaster areas, the governing authorities of any county or municipality adversely affected by such disaster may:

(a) Use county or municipally owned equipment and such public employees as necessary to venture onto private property to aid in removing debris and to prevent further damage to such property at the request of the property owners;

(b) Use county or municipally owned equipment and such public employees as necessary to venture onto private property to remove debris and to perform any other necessary and needed services to prevent the spread of disease or any other health hazard to the community at large.

If the governing authorities of such adversely affected counties or municipalities are unable to perform such necessary and needed functions with their own equipment and personnel, they may request aid from other counties and municipalities not adversely affected by such impending enemy attack, enemy attack, or man-made, technological or natural disaster, and capable and willing to furnish needed services.

Provided, however, if the governor determines that the governing authorities of such adversely affected counties or municipalities still lack sufficient equipment and personnel under such circumstances to perform such functions, any state agency or instrumentality, when directed by the governor, is authorized to enter upon publicly or privately owned land or water and to use state-owned equipment and state employees as necessary to clear or remove debris and wreckage. Whenever the governor provides for clearance of debris or wreckage pursuant hereto, employees of the designated state agencies or instrumentalities are authorized to enter upon private or public land or water and perform any tasks necessary to the removal or clearance operation. Except in cases of willful misconduct, gross negligence or bad faith, any state employee or agent complying with and performing duties pursuant hereto shall not be liable for death or injury to persons or damage to property.

SOURCES: Laws, 1980, ch. 491, Sec. 22, eff from and after passage (approved May 9, 1980).

[Chapter Index](#) | [Table of Contents](#)

RESOLUTION DECLARING A STATE OF EMERGENCY

WHEREAS, the City of Hattiesburg's governing authorities recognizes the existence of a local emergency occurring as a result of tornado on Sunday, February 10, 2013; and

WHEREAS, the governing authorities of the City of Hattiesburg recognizes that this local emergency means the existence of condition of disaster or extreme peril to the safety of persons and properties within the City limits of the City of Hattiesburg caused by this storm; and

WHEREAS, such conditions are beyond the normal control of services, personnel, equipment, and facilities; and

WHEREAS, this emergency is a result of a natural disaster resulting in substantial damage, loss of property and harm to the population; and

WHEREAS, this natural emergency was caused by a natural event, to wit: a severe storm; and

WHEREAS, this Resolution meets those requirements contained in Code Section 33-15-5 of the Mississippi Code of 1972, as annotated and amended; and

WHEREAS, in order to carry out the provisions of Code Section 33-15-17, of the Mississippi Code of 1972, as annotated and amended, the City of Hattiesburg, through its governing authorities are acting in accordance with the disaster relief as herein described;

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg, Mississippi do hereby authorize the appropriate personnel to enter into contracts and incur obligations necessary to combat this disaster, protecting the health and safety of persons and property and providing emergency assistance to the victims of this disaster, and the appropriate personnel are authorized to exercise those powers vested under Mississippi law, in light of the exigencies of the extreme emergency situation, without regard to time consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary worker, the rental of equipment, the purchase of supplies and materials and the appropriation and expenditure of public funds as outlined in Mississippi Code Section 33-15-17, sub-paragraph (B), (1972, as amended).

During this emergency, the Mayor is hereby authorized to issue orders or regulations concerning the protection of life and property, including the imposition of a curfew within designated boundaries where necessary to preserve public order and safety. Such orders or regulation will be in writing and terminated in writing. Imposition of a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

Further, the Mayor is authorized to act in accordance with Mississippi Code Section 33-15-49, a copy of which is attached hereto as Exhibit "A".

Section 1. That public interest and necessity requiring same, this resolution shall become effective immediately.

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

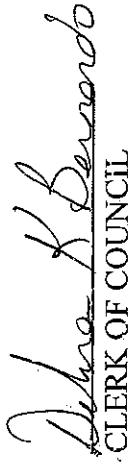
YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None ABSENT: Delgado

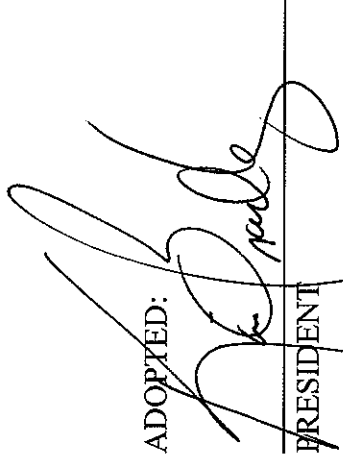
The President thereby declared the motion carried and the resolution adopted, this the 19th day of February, 2013.

(SEAL)

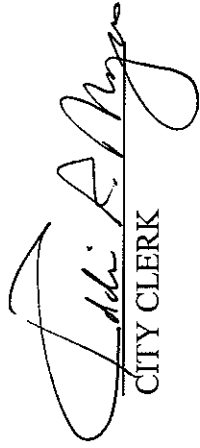
ATTEST:

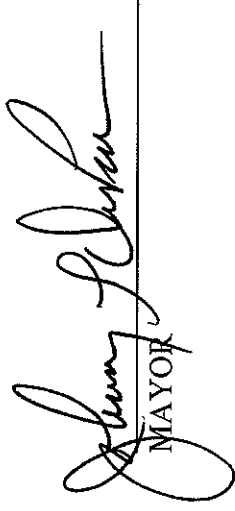

CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.


CITY CLERK


MAYOR

MISSISSIPPI CODE OF 1972

As Amended

SEC. 33-15-49. Emergency use of state or local personnel and equipment authorized; limitation of liability.

In the event an impending enemy attack, an enemy attack, or a man-made, technological or natural disaster occurs within the state or within any portion of it and a proclamation is issued by the office of the governor of the state or the president of the United States declaring such affected areas to be disaster areas, the governing authorities of any county or municipality adversely affected by such disaster may:

- (a) Use county or municipally owned equipment and such public employees as necessary to venture onto private property to aid in removing debris and to prevent further damage to such property at the request of the property owners;
- (b) Use county or municipally owned equipment and such public employees as necessary to venture onto private property to remove debris and to perform any other necessary and needed services to prevent the spread of disease or any other health hazard to the community at large.

If the governing authorities of such adversely affected counties or municipalities are unable to perform such necessary and needed functions with their own equipment and personnel, they may request aid from other counties and municipalities not adversely affected by such impending enemy attack, enemy attack, or man-made, technological or natural disaster, and capable and willing to furnish needed services.

Provided, however, if the governor determines that the governing authorities of such adversely affected counties or municipalities still lack sufficient equipment and personnel under such circumstances to perform such functions, any state agency or instrumentality, when directed by the governor, is authorized to enter upon publicly or privately owned land or water and to use state-owned equipment and state employees as necessary to clear or remove debris and wreckage. Whenever the governor provides for clearance of debris or wreckage pursuant hereto, employees of the designated state agencies or instrumentalities are authorized to enter upon private or public land or water and perform any tasks necessary to the removal or clearance operation. Except in cases of willful misconduct, gross negligence or bad faith, any state employee or agent complying with and performing duties pursuant hereto shall not be liable for death or injury to persons or damage to property.

SOURCES: Laws, 1980, ch. 491, Sec. 22, eff from and after passage (approved May 9, 1980).

[Chapter Index](#) | [Table of Contents](#)

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(BY CITY COUNCIL, BOARD OF ALDERMEN, OR BOARD OF SUPERVISORS)

WHEREAS, THE CITY OF HATTIESBURG does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen

within said the City caused by Tornado

commencing on or about 5:00 P.M. on the 10th day of February 2013 ^{em}

That the aforesaid conditions of extreme peril warrant and necessitate the proclamation
of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with
Section 33:15-17, MS Code of 1972, a local emergency now exists throughout said
County; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall
be deemed to continue to exist until its termination is proclaimed by the Mayor and City
Council of the City of HATTIESBURG, Forrest County, State of Mississippi.

DATE: 2-10-13

[Signature]
Mayor

ATTEST:
[Signature]
Clerk - City Council

[Signature]
City Councilman

[Signature]
City Councilman

CITY OF HATTIESBURG
State of MS

[Signature]
City Councilman

[Signature]
City Councilman

MEMA DR-3 (Rev. 06/95)



City of Hattiesburg, MS

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

Master

File Number: 2013-0081

File ID: 2013-0081

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2013

Brief Title: Resolution declaring the need for establishing a temporary emergency debris management site

Final Action: 02/19/2013

Minute Book Number: MB2013-47

Title:

Adopt a Resolution declaring the need for establishing a temporary emergency debris management site as a result of a tornado on Sunday, February 10, 2013; authorize the Mayor to execute the necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Temporary emergency debris management site, Temporary Emergency Debris Management Site, executed Temporary emergency debris management site RES2013-13

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution declaring the need for establishing a temporary emergency debris management site as a result of a tornado on Sunday, February 10, 2013; authorize the Mayor to execute the necessary documents.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 President Bradley
Council Member Carroll
Vice President Ware
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0081

Title

Adopt a Resolution declaring the need for establishing a temporary emergency debris management site as a result of a tornado on Sunday, February 10, 2013; authorize the Mayor to execute the necessary documents.

Summary

Resolution declaring the need for establishing a temporary emergency debris management site

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION DECLARING NEED FOR TEMPORARY EMERGENCY DEBRIS MANAGEMENT SITE

WHEREAS, the City of Hattiesburg's governing authorities recognizes the existence of a local emergency occurring as a result of tornado on Sunday, February 10, 2013; and

WHEREAS, the governing authorities of the City of Hattiesburg recognizes the need for a Temporary Emergency Debris Management Site for staging purposes, until the debris can be moved to other sites; and

WHEREAS, the temporary site is needed for approximately 50,000 cubic yards of vegetative debris and structural debris (structural debris limited to only that debris that cannot be segregated from vegetative debris); and

WHEREAS, existing solid waste disposal facilities are available in the area and will be used for the permanent removal of the debris from the temporary site; and

WHEREAS, a site has been located and identified in the attachments to this resolution, and further identified as Public Works Temporary Debris Staging Site; and

WHEREAS, the site meets all setback requirements outlined in the Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance for storage sites; and

WHEREAS, the final disposal will be within ninety (90) days to an MDEQ approved solid waste disposal site.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg, Mississippi, find that:

1. There is a need for a Temporary Emergency Debris Management Site for staging purposes, until the debris can be moved to other sites
2. The temporary site is needed for approximately 50,000 cubic yards of vegetative debris and structural debris (structural debris limited to only that debris that cannot be segregated from vegetative debris)
3. Existing solid waste disposal facilities are available in the area and will be used for the permanent removal of the debris from the temporary site
4. A site has been located and identified in the attachments to this resolution, and further identified as Public Works Temporary Debris Staging Site
5. The site meets all setback requirements outlined in the Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance for storage sites

6. The final disposal will be within ninety (90) days to an MDEQ approved solid waste disposal site
7. That public interest and necessity requiring same, this resolution shall become effective immediately.

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 19th day of February, 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.

CITY CLERK

MAYOR

LOCAL GOVERNMENT REQUEST FOR A TEMPORARY EMERGENCY DEBRIS MANAGEMENT SITE

(A separate form should be completed for each emergency site requested)

CONTACT INFORMATION

Local Government: <u>City of Hattiesburg</u>	County: <u>Forrest</u>
Primary Local Government Contact Person:	Primary Site Operations Contact (if known):
Name: <u>Connie Everett</u>	Name: <u>John Brown</u>
Address 1: <u>P O Box 1898</u>	Address 1: <u>P O Box 1898</u>
Address 2: <u>200 Forrest St</u>	Address 2: <u>200 Forrest St</u>
City: <u>Hattiesburg</u> State: <u>MS</u> Zip: <u>39403</u>	City: <u>Hattiesburg</u> State: <u>MS</u> Zip: <u>39403</u>
Phone: <u>601-545-4680</u> Fax: _____	Phone: <u>601-545-4503</u> Fax: _____
Email: <u>ceverett@hattiesburgms.com</u>	Email: <u>jbrown@hattiesburgms.com</u>

SITE INFORMATION

Type of Temporary Emergency Debris Management Site (check all that apply):

Vegetative Debris (trees, limbs, leaves, etc.): ☒ Staging ☐ Chipping ☐ Other: _____

Structural Debris (brick, lumber, siding, roofing, furniture, etc.): ☒ Staging

Physical Address of Site: Faulkner St., Hattiesburg, MS

☐ Attach a high quality topographic map or aerial photograph.

☐ Attach a description of the site's ability to comply with MDEQ location restrictions.

GPS Location (if available): Latitude: N 31° 18' 40.62 Longitude: W 89° 16' 27.177

Anticipated Period of Operation: 2/13/13 to 5/31/13

ADDITIONAL INFORMATION

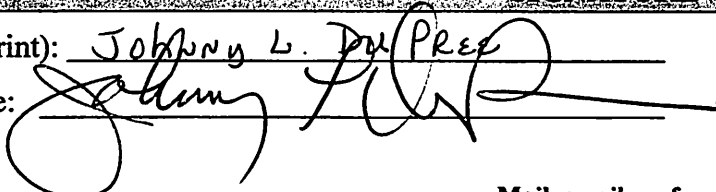
☐ Attach a copy of a local government resolution declaring the need for this emergency debris site, including debris type and quantity estimates and a discussion on the availability of existing solid waste disposal facilities in the area.

☐ Attach documentation demonstrating the local government has the consent of the property owner(s) to conduct the proposed emergency operations at the location.

☐ Attach a description of the final disposal or beneficial use plans for all debris, chipped wood, and other solid waste managed at the site.

SIGNATURE

Name (print): Johnny L. DuPre Date: 2/14/13

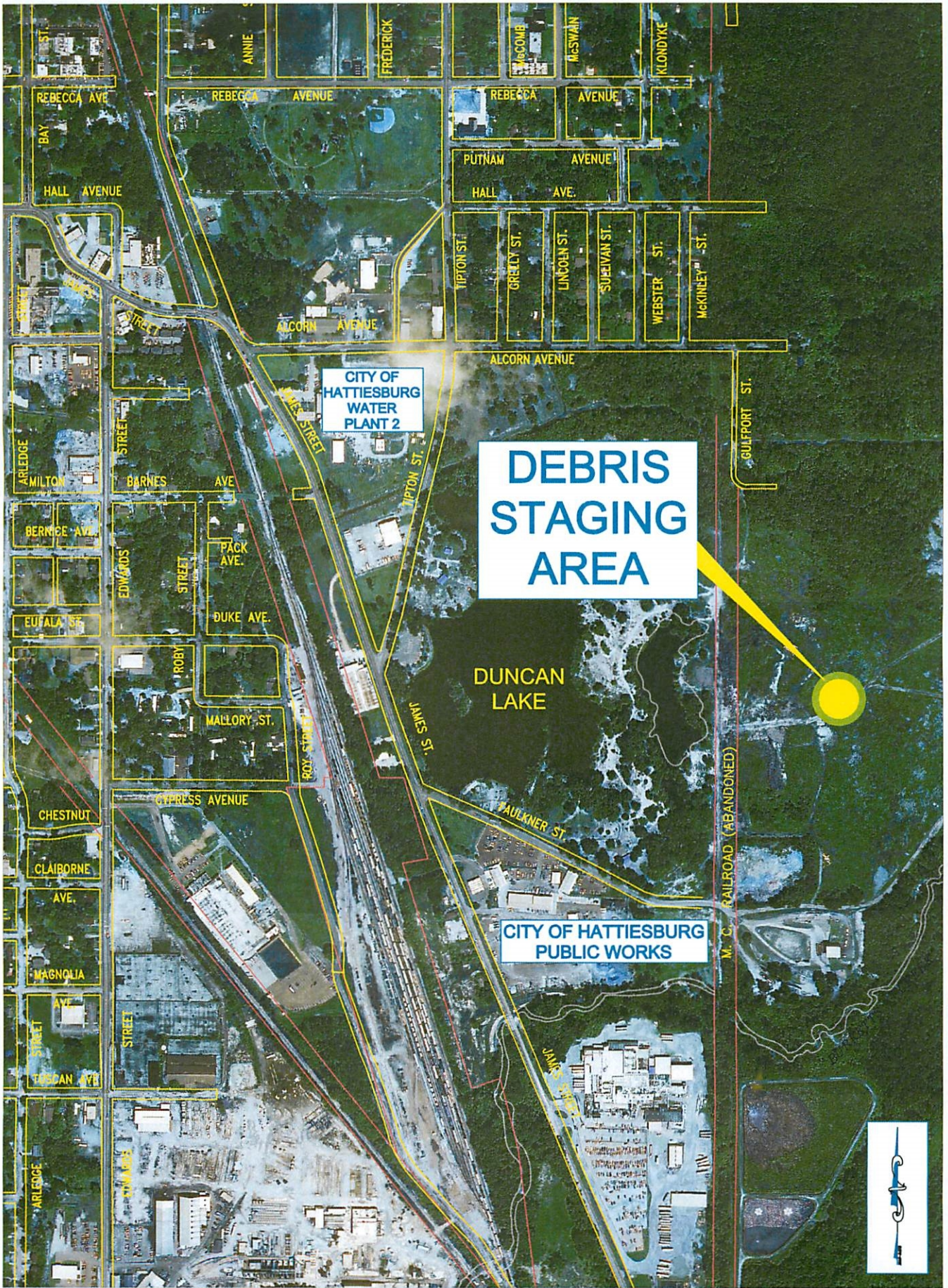
Signature:  Title: MAYOR

Mail, email, or fax:

MDEQ - Solid Waste Programs

P. O. Box 2261, Jackson, MS 39225 Email: Mark.Williams@deq.state.ms.us

Phone: (601) 961-5171 Fax: (601) 961-5785



RESOLUTION DECLARING NEED FOR TEMPORARY EMERGENCY DEBRIS MANAGEMENT SITE

WHEREAS, the City of Hattiesburg's governing authorities recognizes the existence of a local emergency occurring as a result of tornado on Sunday, February 10, 2013; and

WHEREAS, the governing authorities of the City of Hattiesburg recognizes the need for a Temporary Emergency Debris Management Site for staging purposes, until the debris can be moved to other sites; and

WHEREAS, the temporary site is needed for approximately 50,000 cubic yards of vegetative debris and structural debris (structural debris limited to only that debris that cannot be segregated from vegetative debris); and

WHEREAS, existing solid waste disposal facilities are available in the area and will be used for the permanent removal of the debris from the temporary site; and

WHEREAS, a site has been located and identified in the attachments to this resolution, and further identified as Public Works Temporary Debris Staging Site; and

WHEREAS, the site meets all setback requirements outlined in the Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance for storage sites; and

WHEREAS, the final disposal will be within ninety (90) days to an MDEQ approved solid waste disposal site.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg, Mississippi, find that:

1. There is a need for a Temporary Emergency Debris Management Site for staging purposes, until the debris can be moved to other sites
2. The temporary site is needed for approximately 50,000 cubic yards of vegetative debris and structural debris (structural debris limited to only that debris that cannot be segregated from vegetative debris)
3. Existing solid waste disposal facilities are available in the area and will be used for the permanent removal of the debris from the temporary site
4. A site has been located and identified in the attachments to this resolution, and further identified as Public Works Temporary Debris Staging Site
5. The site meets all setback requirements outlined in the Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance for storage sites

6. The final disposal will be within ninety (90) days to an MDEQ approved solid waste disposal site
7. That public interest and necessity requiring same, this resolution shall become effective immediately.

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the resolution adopted, this the 19th day of February, 2013.

(SEAL)

ATTEST:

Diana K. Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

K. B. Naylor

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.

J. P. Myers
CITY CLERK

Johnny P. Myers
MAYOR

LOCAL GOVERNMENT REQUEST FOR A TEMPORARY EMERGENCY DEBRIS MANAGEMENT SITE

(A separate form should be completed for each emergency site requested)

CONTACT INFORMATION

Local Government: City of Hattiesburg County: Forrest

Primary Local Government Contact Person:
 Name: Connie Everett
 Address 1: P O Box 1898
 Address 2: 200 Forrest St
 City: Hattiesburg State: MS Zip: 39403
 Phone: 601-545-4680 Fax: _____
 Email: ceverett@hattiesburgms.com

Primary Site Operations Contact (if known):
 Name: John Brown
 Address 1: P O Box 1898
 Address 2: 200 Forrest St
 City: Hattiesburg State: MS Zip: 39403
 Phone: 601-545-4503 Fax: _____
 Email: jbrown@hattiesburgms.com

SITE INFORMATION

Type of Temporary Emergency Debris Management Site (check all that apply):

Vegetative Debris (trees, limbs, leaves, etc.): ☒ Staging ☐ Chipping ☐ Other: _____

Structural Debris (brick, lumber, siding, roofing, furniture, etc.): ☒ Staging

Physical Address of Site: Faulkner St., Hattiesburg, MS

☐ Attach a high quality topographic map or aerial photograph.

☐ Attach a description of the site's ability to comply with MDEQ location restrictions.

GPS Location (if available): Latitude: N 31° 18' 40.462 Longitude: W 89° 16' 27.177

Anticipated Period of Operation: 2/13/13 to 5/31/13

ADDITIONAL INFORMATION

☐ Attach a copy of a local government resolution declaring the need for this emergency debris site, including debris type and quantity estimates and a discussion on the availability of existing solid waste disposal facilities in the area.

☐ Attach documentation demonstrating the local government has the consent of the property owner(s) to conduct the proposed emergency operations at the location.

☐ Attach a description of the final disposal or beneficial use plans for all debris, chipped wood, and other solid waste managed at the site.

SIGNATURE

Name (print): Johnny L. DuPre Date: 2/14/13

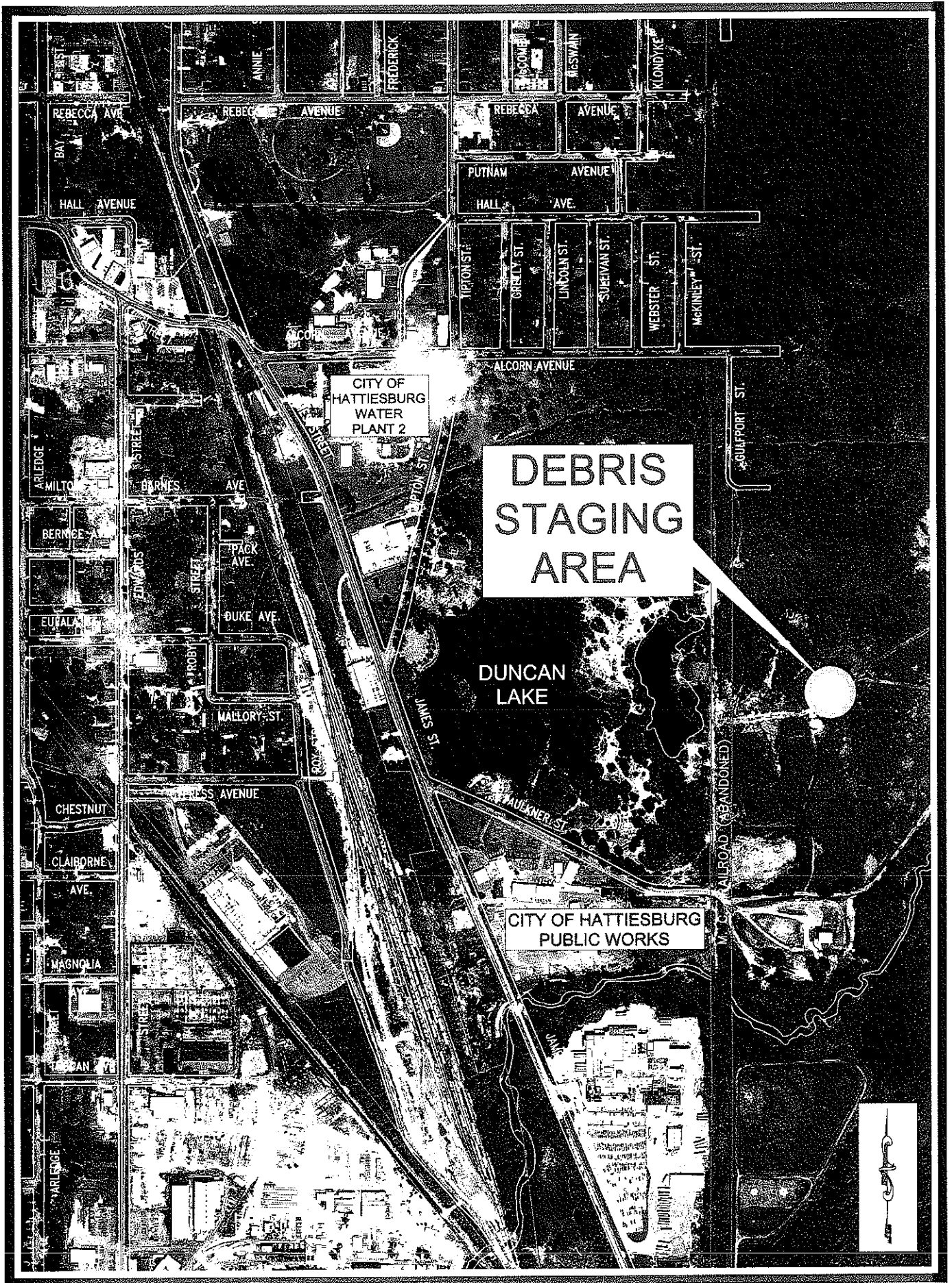
Signature: [Signature] Title: MAYOR

Mail, email, or fax:

MDEQ - Solid Waste Programs

P. O. Box 2261, Jackson, MS 39225 Email: Mark Williams@deq.state.ms.us

Phone: (601) 961-5171 Fax: (601) 961-5785



CITY OF
HATTIESBURG
WATER
PLANT 2

DEBRIS
STAGING
AREA

DUNCAN
LAKE

CITY OF HATTIESBURG
PUBLIC WORKS





City of Hattiesburg, MS

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

Master

File Number: 2013-0062

File ID: 2013-0062

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Adopt Resolution

Final Action: 02/19/2013

Minute Book Number: MB2013-47

Title: Adopt Resolution requesting the State of Mississippi to issue bonds for purposes of capital improvements to the Eureka High School Building

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Eureka School, executed Resolution
Eureka School RES2013-14

Enactment Number:

Contact: Connie Everett

Meeting Date: 02/19/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Adopt Resolution requesting the State of Mississippi to issue bonds for purposes of capital improvements to the Eureka High School Building.							
Council Vice President Ware asked if this is in response to the severe damage incurred at the Eureka School; Mayor DuPree stated that this is a grant [awarded] last year by the state.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 President Bradley Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0062

Title

Adopt Resolution requesting the State of Mississippi to issue bonds for purposes of capital improvements to the Eureka High School Building

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**A RESOLUTION TO REQUEST THE STATE OF MISSISSIPPI
TO
ISSUE BONDS FOR PURPOSES OF CAPITAL IMPROVEMENTS
TO THE OLD EUREKA HIGH SCHOOL
FOR THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, the City of Hattiesburg is actively engaged in a program of capital improvements to buildings, facilities, exhibits, and infrastructure at the Old Eureka High School, and

WHEREAS, the City of Hattiesburg desires to continue the capital improvements program of construction, repair, renovation, replacement and improvement of buildings, facilities, exhibits and infrastructure at the Old Eureka High School, and has determined that there exists the necessity of issuing bonds,

WHEREAS, the governing authorities of the City of Hattiesburg, after careful consideration, and in the manner and form provided by the 2011 Mississippi Legislative Session in Senate Bill 3100, would like to request the State of Mississippi to sell bonds in the amount of \$200,000 for purposes of construction, repair, renovation, replacement and improvement of buildings, facilities, exhibits and infrastructure at the Old Eureka High School,

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

Section 1. That there exists the necessity for the issuance of bonds.

Section 2. That the Mayor and Council of the City of Hattiesburg, Mississippi hereby requests the State of Mississippi to sell bonds in the amount of \$200,000 for purposes of construction, repair, renovation, replacement and improvement of buildings, facilities, exhibits and infrastructure at the Old Eureka High School in Hattiesburg, Mississippi, in accordance with Senate Bill 3100 as referenced above.

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:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of February, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**A RESOLUTION TO REQUEST THE STATE OF MISSISSIPPI
TO
ISSUE BONDS FOR PURPOSES OF CAPITAL IMPROVEMENTS
TO THE OLD EUREKA HIGH SCHOOL
FOR THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, the City of Hattiesburg is actively engaged in a program of capital improvements to buildings, facilities, exhibits, and infrastructure at the Old Eureka High School, and

WHEREAS, the City of Hattiesburg desires to continue the capital improvements program of construction, repair, renovation, replacement and improvement of buildings, facilities, exhibits and infrastructure at the Old Eureka High School, and has determined that there exists the necessity of issuing bonds,

WHEREAS, the governing authorities of the City of Hattiesburg, after careful consideration, and in the manner and form provided by the 2011 Mississippi Legislative Session in Senate Bill 3100, would like to request the State of Mississippi to sell bonds in the amount of \$200,000 for purposes of construction, repair, renovation, replacement and improvement of buildings, facilities, exhibits and infrastructure at the Old Eureka High School,

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

Section 1. That there exists the necessity for the issuance of bonds.

Section 2. That the Mayor and Council of the City of Hattiesburg, Mississippi hereby requests the State of Mississippi to sell bonds in the amount of \$200,000 for purposes of construction, repair, renovation, replacement and improvement of buildings, facilities, exhibits and infrastructure at the Old Eureka High School in Hattiesburg, Mississippi, in accordance with Senate Bill 3100 as referenced above.

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None ABSENT: Delgado

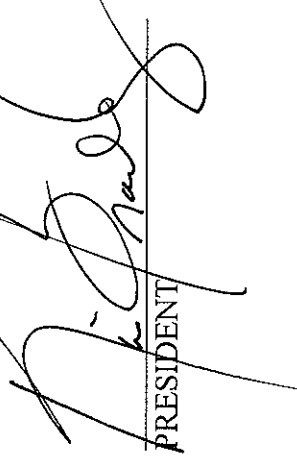
The President thereby declared the motion carried and the Resolution adopted, this the 19th day of February, 2013.

(S E A L)

ATTEST:

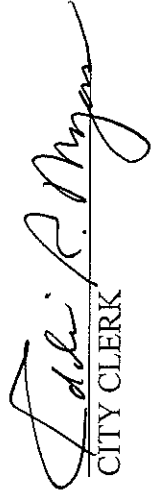

CLERK OF COUNCIL

ADOPTED:

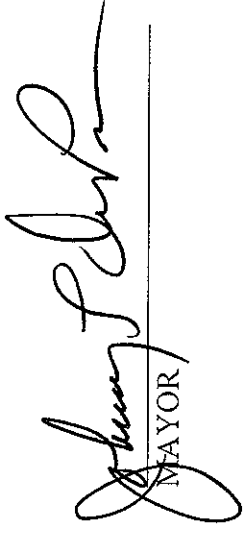

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-10

File ID: 2013-10

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Project Resolution Requisition No. 16 - 2012 Bonds

Final Action: 02/19/2013

Minute Book Number: MB2013-47

Title:

Adopt a Resolution authorizing Requisition No. 16 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Bond Requisition No.16, executed Bond Requisition No.16 RES2013-15

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 16 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 President Bradley Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2013-10

Title

Adopt a Resolution authorizing Requisition No. 16 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 16 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 16 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 16 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 16 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$103,792.82 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 16 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred three thousand seven hundred ninety-two & 82/100 dollars (\$103,792.82) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 16 in the total aggregate amount of One hundred three thousand seven hundred ninety-two & 82/100 dollars (\$103,792.82) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 19th day of February, 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 16

DATE OF REQUISITION: 2/19/2013

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	\$ 11,965.00	17306	Construction management of Hwy 98 West Booster Station for period 12/23/12-1/26/13 2011-4/89-110
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	\$ 24,235.00	17307	Construction management of Hwy 98 Fire Lines for period 12/23/12-1/26/13. 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	\$ 810.00	17308	Construction management for COMSWIP Sewer Phase I for period 12/23/12 - 1/26/13. 2011-4/89-110
4.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.03	\$ 66,782.82	Pay App No. 3	Construction of Hwy 98 West Booster Station for period 1/1/13-2/3/13 MB 2012-1/156

\$ 103,792.82



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

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

February 05, 2013
Project No: 1273-S001
Invoice No: 17308

Manager Kyle Wallace

Sewer I

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

Professional Services for the Period: December 23, 2012 to January 26, 2013

Phase CM Construction Management - Columbia St.

Construction Cost 776,146.00
% of Construction Cost 9.00
Total Fee 69,853.14

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

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	6.00	85.00	510.00
PROJECT ENGINEER			
Wallace, Kyle	2.00	150.00	300.00
Totals	8.00		810.00
Total Labor			810.00
TOTAL			\$810.00

\$810.00

APPROVED FOR PAYMENT

DATE 2/18/13

SIGNATURE [Signature]

094695.7220.49

MB 2011-4/89-110

ENTERED

OR 142099



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

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

February 05, 2013
Project No: 1273-W001
Invoice No: 17307

Manager Kyle Wallace
Project 1273-W001 Hwy 98 West Fire Lines
Professional Services for the Period: December 23, 2012 to January 26, 2013
Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Jackson, Terry	24.00	85.00	2,040.00	
Phillips, Michael	72.00	85.00	6,120.00	
Construction Observer				
Jackson, Terry	52.00	85.00	4,420.00	
McLendon, Gerald	108.00	85.00	9,180.00	
Project Engineer				
Sellers, Bennie	3.00	150.00	450.00	
Wallace, Kyle	13.50	150.00	2,025.00	
Totals	272.50		24,235.00	
Total Labor				24,235.00
		TOTAL		\$24,235.00
				\$24,235.00

APPROVED FOR PAYMENT

DATE 2/12/13

SIGNATURE

094695.7245.28

MB 2011-4/89-110

ENTERED

OK 142102



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

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

February 05, 2013
Project No: 1273-W002
Invoice No: 17306

Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station

Professional Services for the Period: December 23, 2012 to January 26, 2013

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Jackson, Terry	26.50	85.00	2,252.50	
Tingle, William	2.00	85.00	170.00	
Construction Observer				
Jackson, Terry	5.50	85.00	467.50	
McLendon, Gerald	90.00	85.00	7,650.00	
Project Engineer				
Wallace, Kyle	9.50	150.00	1,425.00	
Totals	133.50		11,965.00	
Total Labor				11,965.00
		TOTAL		\$11,965.00
				\$11,965.00

APPROVED FOR PAYMENT

DATE 2/12/13

SIGNATURE [Signature]

094695. 1245.03

MTB 2011-4/89-110

ENTERED



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

OR 142103

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

February 7, 2013

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

Attn: Bert Kuyrkendall

Re: Highway 98 West Booster Station
City of Hattiesburg

Green Briar

Bert:

Enclosed please find Pay Estimate No.3 in the amount of \$66,782.82 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

APPROVED FOR PAYMENT

DATE 2/10/13

SIGNATURE [Signature]

094695.7245.03

MB 2012-1/156

ENTERED

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

ORIGINAL CONTRACT: \$390,080.00
CHANGE ORDERS: 0.00
REVISED CONTRACT: \$390,080.00

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

ORIGINAL COMPLETION: May 24, 2013

PROJECT: BOOSTER STATION ALONG U.S. HIGHWAY 98

ESTIMATE #: THREE

DATE: JANUARY 1, 2013 to FEBRUARY 3, 2013

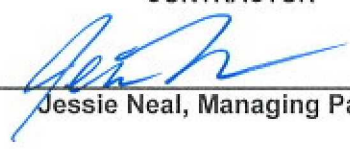
	<u>THIS PERIOD AMOUNT</u>	<u>TOTAL TO DATE AMOUNT</u>
BASE BID TOTALS:	30,632.70	105,229.20
STORED MATERIAL:	39,665.00	39,665.00
TOTALS EARNED:	70,297.70	144,894.20
AMOUNT RETAINED <u>5</u> %:	3,514.88	7,244.71
PREVIOUS PAYMENT REQUESTS:	0.00	70,866.67
AMOUNT DUE:	66,782.82	66,782.82

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 2 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated February 4, 2013

GREENBRIAR DSLP
CONTRACTOR

By: 

Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated Feb 6, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: 

OWNER APPROVAL:

BY: _____
CITY OF HATTIESBURG, MS

DATE: _____

ESTIMATE NUMBER: THREE

NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL \$ 390,080.00
COMPLETION DATE: ORIGINAL May 24, 2013
DATES OF ESTIMATE: JANUARY 1, 2013 to FEBRUARY 3, 2013
PROJECT DESCRIPTION: BOOSTER STATION ALONG U.S. HIGHWAY 98

ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
1.	Ductile Iron Water Line, Class 350	LF	60	115.00	6,900.00		-	40	4,600.00
2.	Fence with Gates	LF	161	50.00	8,050.00		-		-
3.	Site Work	LS	1	16,000.00	16,000.00		-	0.50	8,000.00
4.	Erosion Control	LS	1	6,500.00	6,500.00		-	0.60	3,900.00
5.	Block Building with Appurtenances	LS	1	105,630.00	105,630.00	0.29	30,632.70	0.84	88,729.20
6.	Suction Pumps	EA	2	22,000.00	44,000.00		-		-
7.	Controls	LS	1	106,000.00	106,000.00		-		-
8.	Piping	LS	1	30,000.00	30,000.00		-		-
9.	Generator	LS	1	56,000.00	56,000.00		-		-
10.	Chlorinator	LS	1	11,000.00	11,000.00		-		-
TOTALS					\$ 390,080.00		\$ 30,632.70		\$ 105,229.20

**CITY OF HATTIESBURG -- BOOSTER STATION ALONG U.S. HIGHWAY 98
STORED MATERIAL**

ESTIMATE NO: 3 FROM: January 1, 2013 TO: February 3, 2013

NO.	ITEM	UNIT	COST	THIS PERIOD		TOTAL TO DATE	
				ADDED	REDUCED	QUANTITY	AMOUNT
6.	Suction Pump Control Valves (General Pump Invoice # 7809)	EA	\$ 7,350.00	2	0	2	\$ 14,700.00
6.	Suction Pumps (General Pump Invoice # 7823)	EA	\$ 8,800.00	2	0	2	\$ 17,600.00
10.	Chlorinator (General Pump Invoice # 7807)	LS	\$ 7,365.00	1	0	1	\$ 7,365.00
TOTAL							\$ 39,665.00

INVOICE

GENERAL PUMP & EQUIPMENT COMPANY
P.O. BOX 126
CLINTON, MS 39060
PHONE: 800-281-4716 / 601-925-1900
FAX: 601-925-8900

INVOICE# 7809

DATE: 01/02/13

PURCHASE ORDER # 1946

TERMS: NET 30 DAY:

CUSTOMER #: 6680

GREENBRIAR DIGGING SERVICE

1941 HIGHWAY 550 NW

BROOKHAVEN, MS 39601-9615

SHIP TO:

GREENBRIAR DIGGING SERVICE

RE: HATTIESBURG BOOSTER

1941 HIGHWAY 550 NW

BROOKHAVEN, MS 39601

SALES PERSON

WALLY LAMMONS

F.O.B. POINT

DALLAS, TX

SHIP VIA

FED X FREIGHT

REFERENCE

2	8" CLA VAL MODEL 60-11 BOOSTER PUMP CONTROL VALVES	\$7,350.00	\$14,700.00
	#6		\$0.00
	1941-7-0600-M		\$0.00
	Booster Pump Control Valves		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL QUOTE
LESS THE FOLLOWING
INVOICES:

7809

\$32,300.00

\$14,700.00

BALANCE REMAINING

\$17,600.00

TAX RATE

TOTAL

\$14,700.00

TAX

\$0.00

INVOICE TOTAL

\$14,700.00



INVOICE

GENERAL PUMP & EQUIPMENT COMPANY
P.O. BOX 126
CLINTON, MS 39060
PHONE: 800-281-4716 / 601-925-1900
FAX: 601-925-8900

INVOICE# 7823

DATE: 01/30/12

PURCHASE ORDER # 1946

TERMS: NET 30 DAY:

CUSTOMER #: 6680

GREENBRIAR DIGGING SERVICE

1941 HIGHWAY 550 NW

BROOKHAVEN, MS 39601-9615

SHIP TO:

GREENBRIAR DIGGING SERVICE

RE: HATTIESBURG PROJECT

SALES PERSON

WALLY LAMMONS

E.O.B. POINT

INDIANAPOLIS, IN

SHIP VIA

CONWAY 843 028093

REFERENCE

HATTIESBURG BOOSTER

2	C1140 PEERLESS PUMP END SUCTION PUMPS RATED FOR 1000 @ 235' TDH, 100 HP, 3600 RPM	\$8,800.00	\$17,600.00
	SN 9927054429		\$0.00
			\$0.00
			\$0.00
			\$0.00
	A		\$0.00
	1940-7-0600-M		\$0.00
	PUMPS		\$0.00
			\$0.00
			\$0.00

TOTAL QUOTE
LESS THE FOLLOWING
INVOICES:

--

TAX RATE

--

TOTAL

\$17,600.00

TAX

\$0.00

INVOICE TOTAL

\$17,600.00

BALANCE REMAINING

\$0.00



INVOICE

GENERAL PUMP & EQUIPMENT COMPANY
P.O. BOX 126
CLINTON, MS 39060
PHONE: 800-281-4716 / 601-925-1900
FAX: 601-925-8900

INVOICE# 7807

DATE: 12/17/12

PURCHASE ORDER # 1946

TERMS: NET 30 DAY

CUSTOMER #: 6680
GREENBRIAR DIGGING SERVICE
1941 HIGHWAY 550 NW
BROOKHAVEN, MS 39601-9615

SHIP TO:
GREENBRIAR DIGGING SERVICE
1941 HIGHWAY 550 NW
BROOKHAVEN, MS 39601

SALES PERSON
WALLY LAMMONS

F.O.B. POINT

SHIP VIA
TRUCK

REFERENCE
HATTIESBURG BOOSTER

1	LOT OF CHLORINE EQUIPMENT	\$7,365.00	\$7,365.00
	1 - CHLORINATOR		
	1 - TWO CYLINDER SCALCE		\$0.00
	1 - BOOSTER PUMP		
	#10		\$0.00
			\$0.00
	1946-7-0710-M		\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL QUOTE
LESS THE FOLLOWING
INVOICES:

TAX RATE

TOTAL \$7,365.00

TAX \$0.00

INVOICE TOTAL \$7,365.00

BALANCE REMAINING \$0.00



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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 16 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 16 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 16 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$103,792.82 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 16 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred three thousand seven hundred ninety-two & 82/100 dollars (\$103,792.82) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 16 in the total aggregate amount of One hundred three thousand seven hundred ninety-two & 82/100 dollars (\$103,792.82) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None ABSENT: Delgado

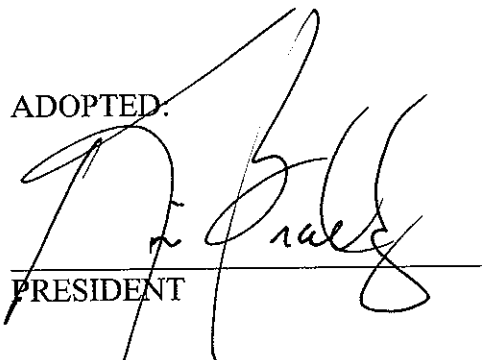
The President thereby declared the motion carried and the resolution adopted, this the 19th day of February, 2013.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2013.


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 16

DATE OF REQUISITION: 2/19/2013

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	\$ 11,965.00	17306	Construction management of Hwy 98 West Booster Station for period 12/23/12-1/26/13 2011-4/89-110
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	\$ 24,235.00	17307	Construction management of Hwy 98 Fire Lines for period 12/23/12-1/26/13. 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	\$ 810.00	17308	Construction management for COMSWIP Sewer Phase I for period 12/23/12 - 1/26/13. 2011-4/89-110
4.	Greenbriar DSLLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.03	\$ 66,782.82	Pay App No. 3	Construction of Hwy 98 West Booster Station for period 1/1/13-2/3/13 MB 2012-1/156

\$ 103,792.82



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

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

February 05, 2013
Project No: 1273-W002
Invoice No: 17306

Manager	Kyle Wallace	
Project	1273-W002	Hwy 98 West Booster Station
<u>Professional Services for the Period: December 23, 2012 to January 26, 2013</u>		
Phase	CM	Hwy 98 W Booster Sta - Construction Mgmt
Professional Personnel		

Professional Services for the Period: December 23, 2012 to January 26, 2013

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

Professional Personnel

Hours	Rate	Amount
-------	------	--------

Construction Observer

26.50	85.00	2,252.50
-------	-------	----------

Jackson, Terry

2.00	85.00	170.00
------	-------	--------

Tingle, William

Construction Observer

5.50	85.00	467.50
------	-------	--------

Jackson, Terry

McLendon, Gerald

90.00	85.00	7,650.00
-------	-------	----------

Project Engineer

9.50	150.00	1,425.00
------	--------	----------

Wallace, Kyle

Totals

133.50	11,965.00
--------	-----------

Total Labor

11,965.00

TOTAL	\$11,965.00
--------------	--------------------

\$11,965.00

APPROVED FOR PAYMENT

DATE 2/18/13

SIGNATURE

094695.7245.03

MTB 2011-4/89-110

ENTERED

OK 142097



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

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

February 05, 2013
Project No: 1273-W001
Invoice No: 17307

Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services for the Period: December 23, 2012 to January 26, 2013

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Jackson, Terry	24.00	85.00	2,040.00	
Phillips, Michael	72.00	85.00	6,120.00	
Construction Observer				
Jackson, Terry	52.00	85.00	4,420.00	
McLendon, Gerald	108.00	85.00	9,180.00	
Project Engineer				
Sellers, Bennie	3.00	150.00	450.00	
Wallace, Kyle	13.50	150.00	2,025.00	
Totals	272.50		24,235.00	24,235.00
Total Labor				
		TOTAL	\$24,235.00	
			\$24,235.00	

APPROVED FOR PAYMENT

DATE 2/16/13

SIGNATURE

094695.7245, 28

MB 2011-4/89-110

ENTERED

OK 142072



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

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

February 05, 2013
Project No: 1273-S001
Invoice No: 17308

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

Professional Services for the Period: December 23, 2012 to January 26, 2013

Phase CM Construction Management - Columbia St.

Construction Cost 776,146.00
% of Construction Cost 9.00
Total Fee 69,853.14

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

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	6.00	85.00	510.00
PROJECT ENGINEER			
Wallace, Kyle	2.00	150.00	300.00
Totals	8.00		810.00
Total Labor			810.00

TOTAL \$810.00

\$810.00

APPROVED FOR PAYMENT

DATE 2/10/13

SIGNATURE [Signature]

094695.7220.49

MB 2011-4/89-110

ENTERED



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

OR 142103

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CONNOLLY, PE., P.L.S.
KYLE D. WALLACE, PE.
SHEA E. MCNEASE, PE.
JOHN T. WEEKS, PE.
BENNIE J. SELLERS, PE., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

February 7, 2013

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

Attn: Bert Kuyrkendall

Re: Highway 98 West Booster Station
City of Hattiesburg

Green Briar

Bert:

Enclosed please find Pay Estimate No.3 in the amount of \$66,782.82 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

APPROVED FOR PAYMENT

DATE 2/10/13

SIGNATURE

094695.7245.03

G:\PROJECTS\Hattiesburg_City of\1273-W002 - Hwy 98 West Booster Station\Corres\1273W002_Kuyrkendall_Pay Estimate 3.docx

MB 2012-1/156

ENTERED

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

ORIGINAL CONTRACT: \$390,080.00
CHANGE ORDERS: 0.00
REVISED CONTRACT: \$390,080.00

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

ORIGINAL COMPLETION: May 24, 2013

PROJECT: BOOSTER STATION ALONG U.S. HIGHWAY 98

ESTIMATE #: THREE

DATE: JANUARY 1, 2013 to FEBRUARY 3, 2013

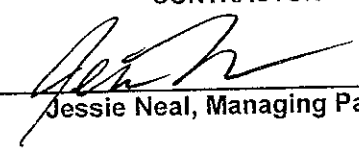
	<u>THIS PERIOD AMOUNT</u>	<u>TOTAL TO DATE AMOUNT</u>
BASE BID TOTALS:	30,632.70	105,229.20
STORED MATERIAL:	39,665.00	39,665.00
TOTALS EARNED:	70,297.70	144,894.20
AMOUNT RETAINED <u>5</u> %:	3,514.88	7,244.71
PREVIOUS PAYMENT REQUESTS:	0.00	70,866.67
AMOUNT DUE:	66,782.82	66,782.82

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 2 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated February 4, 2013

GREENBRIAR DSLP
CONTRACTOR

By: 

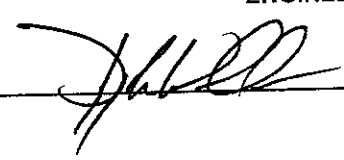
Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated Feb 6, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: 

OWNER APPROVAL:

BY: _____

CITY OF HATTIESBURG, MS

DATE: _____

ESTIMATE NUMBER: THREE

NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
 NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
 CONTRACT AMOUNT: ORIGINAL \$ 390,080.00
 COMPLETION DATE: ORIGINAL May 24, 2013
 DATES OF ESTIMATE: JANUARY 1, 2013 to FEBRUARY 3, 2013
 PROJECT DESCRIPTION: BOOSTER STATION ALONG U.S. HIGHWAY 98

ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
1.	Ductile Iron Water Line, Class 350	LF	60	115.00	6,900.00		-	40	4,600.00
2.	Fence with Gates	LF	161	50.00	8,050.00		-		-
3.	Site Work	LS	1	16,000.00	16,000.00		-	0.50	8,000.00
4.	Erosion Control	LS	1	6,500.00	6,500.00		-	0.60	3,900.00
5.	Block Building with Appurtenances	LS	1	105,630.00	105,630.00	0.29	30,632.70	0.84	88,729.20
6.	Suction Pumps	EA	2	22,000.00	44,000.00		-		-
7.	Controls	LS	1	106,000.00	106,000.00		-		-
8.	Piping	LS	1	30,000.00	30,000.00		-		-
9.	Generator	LS	1	56,000.00	56,000.00		-		-
10.	Chlorinator	LS	1	11,000.00	11,000.00		-		-
TOTALS					\$ 390,080.00		\$ 30,632.70		\$ 105,229.20

CITY OF HATTIESBURG -- BOOSTER STATION ALONG U.S. HIGHWAY 98
STORED MATERIAL

ESTIMATE NO: 3 FROM: January 1, 2013 TO: February 3, 2013

NO.	ITEM	UNIT	COST	THIS PERIOD		TOTAL TO DATE	
				ADDED	REDUCED	QUANTITY	AMOUNT
6.	Suction Pump Control Valves (General Pump Invoice # 7809)	EA	\$ 7,350.00	2	0	2	\$ 14,700.00
6.	Suction Pumps (General Pump Invoice # 7823)	EA	\$ 8,800.00	2	0	2	\$ 17,600.00
10.	Chlorinator (General Pump Invoice # 7807)	LS	\$ 7,365.00	1	0	1	\$ 7,365.00
				TOTAL			\$ 39,665.00

INVOICE

GENERAL PUMP & EQUIPMENT COMPANY
P.O. BOX 126
CLINTON, MS 39060
PHONE: 800-281-4716 / 601-925-1900
FAX: 601-925-8900

INVOICE# 7809

DATE: 01/02/13

PURCHASE ORDER# 1946

TERMS: NET 30 DAY

CUSTOMER # 6680

GREENBRIAR DIGGING SERVICE

1941 HIGHWAY 550 NW

BROOKHAVEN, MS 39601-9615

SHIP TO:

GREENBRIAR DIGGING SERVICE

RE: HATTIESBURG BOOSTER

1941 HIGHWAY 550 NW

BROOKHAVEN, MS 39601

SALES PERSON

WALLY LAMMONS

F.O.B. POINT

DALLAS, TX

SHIP VIA

FED X FREIGHT

REFERENCE

2	8" CLA VAL MODEL 60-11 BOOSTER PUMP CONTROL VALVES	\$7,350.00	\$14,700.00
			\$0.00
			\$0.00
	1441-7-0600-M		\$0.00
	Booster Pump Control Valves		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL QUOTE
LESS THE FOLLOWING
INVOICES:

\$32,300.00

7809

\$14,700.00

BALANCE REMAINING

\$17,600.00

TAX RATE

TOTAL

\$14,700.00

TAX

\$0.00

INVOICE TOTAL

\$14,700.00



INVOICE

GENERAL PUMP & EQUIPMENT COMPANY
P.O. BOX 126
CLINTON, MS 39060
PHONE: 800-281-4716 / 601-925-1900
FAX: 601-925-8900

INVOICE# 7823
DATE: 01/30/12
PURCHASE ORDER # 1946
TERMS: NET 30 DAY!

CUSTOMER # 6680
GREENBRIAR DIGGING SERVICE
1941 HIGHWAY 550 NW
BROOKHAVEN, MS 39601-9615

SHIP TO:
GREENBRIAR DIGGING SERVICE
RE: HATTIESBURG PROJECT

SALES PERSON
WALLY LAMMONS
F.O.B. POINT
INDIANAPOLIS, IN

SHIP VIA
CONWAY 843 028093
REFERENCE
HATTIESBURG BOOSTER

2	C1140 PEERLESS PUMP END SUCTION PUMPS RATED FOR 1000 @ 235' TDH, 100 HP, 3600 RPM	\$8,800.00	\$17,600.00
	SN 9927054429		\$0.00
			\$0.00
			\$0.00
	A		\$0.00
	1940-7-0600-M		\$0.00
	PUMPS		\$0.00
			\$0.00

TOTAL QUOTE
LESS THE FOLLOWING
INVOICES

TAX RATE

TOTAL \$17,600.00
TAX \$0.00
INVOICE TOTAL \$17,600.00

BALANCE REMAINING

\$0.00



INVOICE

GENERAL PUMP & EQUIPMENT COMPANY
P.O. BOX 126
CLINTON, MS 39060
PHONE: 800-281-4716 / 601-925-1900
FAX: 601-925-8900

INVOICE# 7807
DATE 12/17/12
PURCHASE ORDER # 1946
TERMS: NET 30 DAY

CUSTOMER # 6680
GREENBRIAR DIGGING SERVICE
1941 HIGHWAY 550 NW
BROOKHAVEN, MS 39601-9615

SHIP TO:
GREENBRIAR DIGGING SERVICE
1941 HIGHWAY 550 NW
BROOKHAVEN, MS 39601

SALES PERSON
WALLY LAMMONS

F.O.B. POINT

SHIP VIA

TRUCK

REFERENCE

HATTIESBURG BOOSTER

1	LOT OF CHLORINE EQUIPMENT	\$7,365.00	\$7,365.00
	1 - CHLORINATOR		
	1 - TWO CYLINDER SCALCE		\$0.00
	1 - BOOSTER PUMP		
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL QUOTE
LESS THE FOLLOWING
INVOICES

TAX RATE

TOTAL \$7,365.00
TAX \$0.00
INVOICE TOTAL \$7,365.00

BALANCE REMAINING

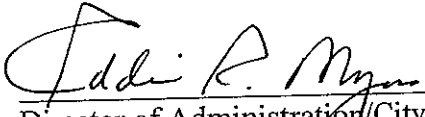
\$0.00



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

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

CITY OF HATTIESBURG, MISSISSIPPI

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



City of Hattiesburg, MS

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

Master

File Number: 2013-0077

File ID: 2013-0077

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2013

Brief Title: Purchase of property at 200 Main Street from
Stoneworks Studios, Eric Eaves, owner

Final Action: 02/19/2013

Minute Book Number: MB2013-48

Title:

Approve the purchase of property located at 200 Main Street (Forrest County Tax Parcel 2-029P-10-276.00, PPIN 023663) from Stoneworks Studios, Eric T. Eaves, owner for \$50,000.00; Authorize the issuance of a manual check(s) for closing of transaction.

Notes:

Sponsors:

Enactment Date:

Attachments: 200 Main Street - Offer to sell from Eric Eaves, 200
Main Street - Appraisal

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve the purchase of property located at 200 Main Street (Forrest County Tax Parcel 2-029P-10-276.00, PPIN 023663) from Stoneworks Studios, Eric T. Eaves, owner for \$50,000.00; Authorize the issuance of a manual check(s) for closing of transaction.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 President Bradley
Council Member Carroll
Vice President Ware
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0077

Title

Approve the purchase of property located at 200 Main Street (Forrest County Tax Parcel 2-029P-10-276.00, PPIN 023663) from Stoneworks Studios, Eric T. Eaves, owner for \$50,000.00; Authorize the issuance of a manual check(s) for closing of transaction.

Summary

Purchase of property at 200 Main Street from Stoneworks Studios, Eric Eaves, owner

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STONEWORKS STUDIOS

113 Newman Street
Hattiesburg, MS 39401
601-545-2400

Attention: Eddie Myers

This letter is to inform you of the intent to sell the property on the corner of Main and Buschman (PPIN 23663-) as discussed by myself and Ann Jones in October of 2012. For the amount of \$50,000 to The City of Hattiesburg. The City will handle all appraisal and closing costs.

If you have any questions feel free to contact me @ 601-270-0096.

Thanks,

A handwritten signature in black ink, appearing to read "Erik T. Eaves". The signature is stylized with large, flowing loops and a prominent "E" at the beginning.

Erik T. Eaves

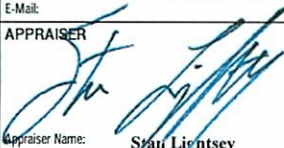
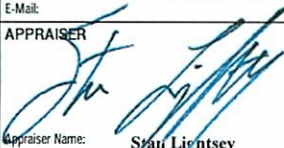
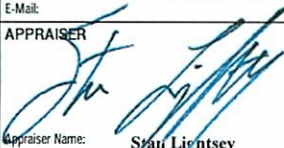
LAND APPRAISAL SUMMARY REPORT

File No.: 200 South Main Street

SUBJECT	Property Address: 200 South Main Street		City: Hattiesburg		State: MS Zip Code: 39401																																																																																										
	County: Forrest		Legal Description: Lot 7 & 8 Block 60, less the southwest 36 feet thereof, Rich Lumber Co.																																																																																												
	Subdivision																																																																																														
	Assessor's Parcel #: 2-029P-10-276.00 Tax Year: 2012 R.E. Taxes: \$ 825.14 Special Assessments: \$ 0																																																																																														
ASSIGNMENT	Market Area Name: Downtown		Map Reference: 25620		Census Tract: 0107.00																																																																																										
	Current Owner of Record: Eaves		Borrower (if applicable): City of Hattiesburg																																																																																												
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe)		HOA: \$ 0 ☐ per year ☐ per month																																																																																												
	Are there any existing improvements to the property? ☒ No ☐ Yes If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable		If Yes, give a brief description: N/A																																																																																												
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																														
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																														
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																														
	Intended Use: For possible purchase by the City of Hattiesburg.																																																																																														
SITE DESCRIPTION	Client: City of Hattiesburg		Address: Hattiesburg, MS																																																																																												
	Appraiser: Stan Lightsey, SRA		Address: Hattiesburg, MS																																																																																												
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4">Characteristics</th> <th>Predominant Occupancy</th> <th>One-Unit Housing</th> <th>Present Land Use</th> <th>Change in Land Use</th> </tr> <tr> <td>Location:</td> <td>☒ Urban</td> <td>☐ Suburban</td> <td>☐ Rural</td> <td>☒ Owner 60%</td> <td>PRICE (\$000)</td> <td>AGE (yrs)</td> <td>One-Unit %</td> <td>☒ Not Likely</td> </tr> <tr> <td>Built up:</td> <td>☒ Over 75%</td> <td>☐ 25-75%</td> <td>☐ Under 25%</td> <td>☒ Tenant 40%</td> <td>N/A</td> <td>Low</td> <td>2-4 Unit %</td> <td>☐ Likely * ☐ In Process *</td> </tr> <tr> <td>Growth rate:</td> <td>☐ Rapid</td> <td>☒ Stable</td> <td>☐ Slow</td> <td>☒ Vacant (0-5%)</td> <td>N/A</td> <td>High</td> <td>Multi-Unit %</td> <td>* To: _____</td> </tr> <tr> <td>Property values:</td> <td>☐ Increasing</td> <td>☒ Stable</td> <td>☐ Declining</td> <td>☐ Vacant (>5%)</td> <td>N/A</td> <td>N/A</td> <td>Comm'l 90 %</td> <td></td> </tr> <tr> <td>Demand/supply:</td> <td>☐ Shortage</td> <td>☒ In Balance</td> <td>☐ Over Supply</td> <td></td> <td>N/A</td> <td>Pred</td> <td>Vacant 10 %</td> <td></td> </tr> <tr> <td>Marketing time:</td> <td>☐ Under 3 Mos.</td> <td>☐ 3-6 Mos.</td> <td>☒ Over 6 Mos.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						Characteristics				Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use	Location:	☒ Urban	☐ Suburban	☐ Rural	☒ Owner 60%	PRICE (\$000)	AGE (yrs)	One-Unit %	☒ Not Likely	Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Tenant 40%	N/A	Low	2-4 Unit %	☐ Likely * ☐ In Process *	Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☒ Vacant (0-5%)	N/A	High	Multi-Unit %	* To: _____	Property values:	☐ Increasing	☒ Stable	☐ Declining	☐ Vacant (>5%)	N/A	N/A	Comm'l 90 %		Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply		N/A	Pred	Vacant 10 %		Marketing time:	☐ Under 3 Mos.	☐ 3-6 Mos.	☒ Over 6 Mos.																																
	Characteristics				Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use																																																																																							
Location:	☒ Urban	☐ Suburban	☐ Rural	☒ Owner 60%	PRICE (\$000)	AGE (yrs)	One-Unit %	☒ Not Likely																																																																																							
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Tenant 40%	N/A	Low	2-4 Unit %	☐ Likely * ☐ In Process *																																																																																							
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☒ Vacant (0-5%)	N/A	High	Multi-Unit %	* To: _____																																																																																							
Property values:	☐ Increasing	☒ Stable	☐ Declining	☐ Vacant (>5%)	N/A	N/A	Comm'l 90 %																																																																																								
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply		N/A	Pred	Vacant 10 %																																																																																								
Marketing time:	☐ Under 3 Mos.	☐ 3-6 Mos.	☒ Over 6 Mos.																																																																																												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="6">Factors Affecting Marketability</th> </tr> <tr> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> </tr> <tr> <td>Employment Stability</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Adequacy of Utilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Employment</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Property Compatibility</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Shopping</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Protection from Detrimental Conditions</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Schools</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Police and Fire Protection</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>General Appearance of Properties</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Recreational Facilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Appeal to Market</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </table>						Factors Affecting Marketability						Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐	Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐	Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐	Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐	Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐	Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐
Factors Affecting Marketability																																																																																															
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A																																																																																				
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐																																																																																				
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐																																																																																				
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐																																																																																				
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐																																																																																				
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐																																																																																				
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐																																																																																				
Market Area Comments: The subject is located in the Central Business District of Hattiesburg, MS. The area consists of a variety of commercial uses, including professional office space, restaurants, small retail stores, and multi-family dwelling units. There has been a renewed interest in the area in recent years with several large renovation projects currently underway.																																																																																															
Dimensions: 100 x 170 Site Area: 17,000 Sq.Ft.																																																																																															
Zoning Classification: B-4 Description: Downtown Business District																																																																																															
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements																																																																																															
Uses allowed under current zoning: Variety of commercial uses																																																																																															
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ _____ / _____																																																																																															
Comments: N/A																																																																																															
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain) _____																																																																																															
Actual Use as of Effective Date: Parking lot (Vacant site) Use as appraised in this report: Parking lot (Vacant site)																																																																																															
Summary of Highest & Best Use: Highest and Best Use is estimated to be for a parking area based on the four tests of Highest and Best Use, which are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive.																																																																																															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> </tr> <tr> <td>Electricity</td> <td>☒</td> <td>☐</td> <td>MS. Power</td> <td>Street</td> <td>City</td> <td>☒</td> <td>☐</td> <td>100 feet (Main) 170 feet (Buschman)</td> </tr> <tr> <td>Gas</td> <td>☒</td> <td>☐</td> <td>Willmut</td> <td>Width</td> <td>50 feet</td> <td></td> <td></td> <td>Gentle slope</td> </tr> <tr> <td>Water</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Surface</td> <td>Asphalt</td> <td></td> <td></td> <td>Average for area</td> </tr> <tr> <td>Sanitary Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Curbs/Gutter</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>Rectangular</td> </tr> <tr> <td>Storm Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Sidewalk</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>Appears adequate</td> </tr> <tr> <td>Telephone</td> <td>☒</td> <td>☐</td> <td>Area provider</td> <td>Street Lights</td> <td>Electric</td> <td>☒</td> <td>☐</td> <td>City influence</td> </tr> <tr> <td>Multimedia</td> <td>☒</td> <td>☐</td> <td>Area provider</td> <td>Alley</td> <td>Asphalt</td> <td>☒</td> <td>☐</td> <td></td> </tr> </table>						Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Electricity	☒	☐	MS. Power	Street	City	☒	☐	100 feet (Main) 170 feet (Buschman)	Gas	☒	☐	Willmut	Width	50 feet			Gentle slope	Water	☒	☐	City	Surface	Asphalt			Average for area	Sanitary Sewer	☒	☐	City	Curbs/Gutter	Concrete	☒	☐	Rectangular	Storm Sewer	☒	☐	City	Sidewalk	Concrete	☒	☐	Appears adequate	Telephone	☒	☐	Area provider	Street Lights	Electric	☒	☐	City influence	Multimedia	☒	☐	Area provider	Alley	Asphalt	☒	☐																			
Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage																																																																																							
Electricity	☒	☐	MS. Power	Street	City	☒	☐	100 feet (Main) 170 feet (Buschman)																																																																																							
Gas	☒	☐	Willmut	Width	50 feet			Gentle slope																																																																																							
Water	☒	☐	City	Surface	Asphalt			Average for area																																																																																							
Sanitary Sewer	☒	☐	City	Curbs/Gutter	Concrete	☒	☐	Rectangular																																																																																							
Storm Sewer	☒	☐	City	Sidewalk	Concrete	☒	☐	Appears adequate																																																																																							
Telephone	☒	☐	Area provider	Street Lights	Electric	☒	☐	City influence																																																																																							
Multimedia	☒	☐	Area provider	Alley	Asphalt	☒	☐																																																																																								
Other site elements: ☐ Inside Lot ☒ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe) _____																																																																																															
FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 28035C0108D FEMA Map Date 3/2/2010																																																																																															
Site Comments: The attached tax assessor's plat shows a 15' portion of the property at the southwesterly end of the site as not being contiguous to the rest of the site. According to deed records and plat filed with deed, this is in error. The 15' parcel is actually adjacent to and part of the larger parcel, making the parcel size effectively 100 feet by 170 feet. 36' parcel that was sold is recorded in Deed Book 873 at Page 418. A plat of the 36' parcel that was sold is attached to the deed.																																																																																															

LAND APPRAISAL SUMMARY REPORT

File No.: 200 South Main Street

TRANSFER HISTORY	My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																																																																																							
	Data Source(s): Tax Assessor/MLS																																																																																																							
	1st Prior Subject Sale/Transfer																																																																																																							
	Date: _____ Price: _____ Source(s): _____																																																																																																							
SALES COMPARISON APPROACH	Analysis of sale/transfer history and/or any current agreement of sale/listing: Property is not known to be currently listed for sale. The City of Hattiesburg is considering purchasing the property from the current owner and a price of \$50,000 is being considered.																																																																																																							
	2nd Prior Subject Sale/Transfer																																																																																																							
	Date: _____ Price: _____ Source(s): _____																																																																																																							
RECONCILIATION	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">FEATURE</th> <th style="width:20%;">SUBJECT PROPERTY</th> <th style="width:20%;">COMPARABLE NO. 1</th> <th style="width:20%;">COMPARABLE NO. 2</th> <th style="width:20%;">COMPARABLE NO. 3</th> </tr> </thead> <tbody> <tr> <td>Address</td> <td>200 South Main Street Hattiesburg, MS 39401</td> <td>908 W Pine St Hattiesburg, MS 39401</td> <td>Pinehurst Street Hattiesburg, MS 39401</td> <td>601 E Pine St Hattiesburg, MS 39401</td> </tr> <tr> <td>Proximity to Subject</td> <td></td> <td>0.74 miles SW</td> <td>0.92 miles W</td> <td>0.41 miles NE</td> </tr> <tr> <td>Sale Price</td> <td>\$</td> <td>\$ 74,000</td> <td>\$ 25,000</td> <td>\$ 60,000</td> </tr> <tr> <td>Price/ Sq.Ft.</td> <td>\$</td> <td>\$ 2.47</td> <td>\$ 3.33</td> <td>\$ 3.33</td> </tr> <tr> <td>Data Source(s)</td> <td>Tax Assessor</td> <td>MLS # 79002</td> <td>MLS # 72523</td> <td>Seller/Green</td> </tr> <tr> <td>Verification Source(s)</td> <td>Deed Records</td> <td>Re/Max Real Estate</td> <td>Sinopoli & Associates</td> <td>Buyer/Greater Trueway Church</td> </tr> <tr> <td>VALUE ADJUSTMENT</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> </tr> <tr> <td>Sales or Financing</td> <td>N/A</td> <td>Cash</td> <td>Cash</td> <td>Cash</td> </tr> <tr> <td>Concessions</td> <td>N/A</td> <td>Seller paid \$0</td> <td>Seller paid \$0</td> <td>Seller paid \$0</td> </tr> <tr> <td>Date of Sale/Time</td> <td>02/01/2013</td> <td>03/12/2010</td> <td>10/30/2007</td> <td>01/16/2009</td> </tr> <tr> <td>Rights Appraised</td> <td>Fee Simple</td> <td>Fee Simple</td> <td>Fee Simple</td> <td>Fee Simple</td> </tr> <tr> <td>Location</td> <td>Downtown</td> <td>West Pine</td> <td>Hardy Street</td> <td>Downtown</td> </tr> <tr> <td>Site Area (in Sq.Ft.)</td> <td>17,000</td> <td>30,000</td> <td>7,500</td> <td>18,000</td> </tr> <tr> <td>Zoning</td> <td>B-4 Downtown</td> <td>B-1 Professional</td> <td>B-3 Commercial</td> <td>B-5 Regional Bus.</td> </tr> <tr> <td>Topography</td> <td>Gentle slope</td> <td>Gentle slope</td> <td>Gentle slope</td> <td>Gentle slope</td> </tr> <tr> <td>Easements</td> <td>None noted</td> <td>None noted</td> <td>None noted</td> <td>None noted</td> </tr> <tr> <td>Improvements</td> <td>None</td> <td>None</td> <td>None</td> <td>None</td> </tr> <tr> <td>Net Adjustment (Total, in \$)</td> <td></td> <td>☐ + ☐ - \$</td> <td>☐ + ☐ - \$</td> <td>☐ + ☐ - \$</td> </tr> <tr> <td>Adjusted Sale Price (in \$)</td> <td></td> <td>Net % Gross % \$ 74,000</td> <td>Net % Gross % \$ 25,000</td> <td>Net % Gross % \$ 60,000</td> </tr> </tbody> </table>		FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	Address	200 South Main Street Hattiesburg, MS 39401	908 W Pine St Hattiesburg, MS 39401	Pinehurst Street Hattiesburg, MS 39401	601 E Pine St Hattiesburg, MS 39401	Proximity to Subject		0.74 miles SW	0.92 miles W	0.41 miles NE	Sale Price	\$	\$ 74,000	\$ 25,000	\$ 60,000	Price/ Sq.Ft.	\$	\$ 2.47	\$ 3.33	\$ 3.33	Data Source(s)	Tax Assessor	MLS # 79002	MLS # 72523	Seller/Green	Verification Source(s)	Deed Records	Re/Max Real Estate	Sinopoli & Associates	Buyer/Greater Trueway Church	VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	Sales or Financing	N/A	Cash	Cash	Cash	Concessions	N/A	Seller paid \$0	Seller paid \$0	Seller paid \$0	Date of Sale/Time	02/01/2013	03/12/2010	10/30/2007	01/16/2009	Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Location	Downtown	West Pine	Hardy Street	Downtown	Site Area (in Sq.Ft.)	17,000	30,000	7,500	18,000	Zoning	B-4 Downtown	B-1 Professional	B-3 Commercial	B-5 Regional Bus.	Topography	Gentle slope	Gentle slope	Gentle slope	Gentle slope	Easements	None noted	None noted	None noted	None noted	Improvements	None	None	None	None	Net Adjustment (Total, in \$)		☐ + ☐ - \$	☐ + ☐ - \$	☐ + ☐ - \$	Adjusted Sale Price (in \$)		Net % Gross % \$ 74,000	Net % Gross % \$ 25,000	Net % Gross % \$ 60,000	Summary of Sales Comparison Approach: Sale 1 was a vacant site that is now improved with a physician's office. The B-1 zoning is more restrictive in allowing potential uses than the subject zoning. Sale 2 was purchased as a parking lot for an adjacent office building. B-3 zoning is very similar in allowable uses to B-4 zoning. Sale 3 was purchased for parking and possible future expansion by Greater Trueway Apostolic Church. B-5 zoning is somewhat less restrictive than the subject B-4 zoning. The land sales indicate an unadjusted range in value from \$2.47 to \$3.33 per square foot. After consideration of time, zoning, size, topography, and other pertinent factors, the value opinion of the subject site is \$3.00 per square foot. 17,000 sf @ \$3.00 = \$54,000	
	FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3																																																																																																			
	Address	200 South Main Street Hattiesburg, MS 39401	908 W Pine St Hattiesburg, MS 39401	Pinehurst Street Hattiesburg, MS 39401	601 E Pine St Hattiesburg, MS 39401																																																																																																			
	Proximity to Subject		0.74 miles SW	0.92 miles W	0.41 miles NE																																																																																																			
	Sale Price	\$	\$ 74,000	\$ 25,000	\$ 60,000																																																																																																			
	Price/ Sq.Ft.	\$	\$ 2.47	\$ 3.33	\$ 3.33																																																																																																			
	Data Source(s)	Tax Assessor	MLS # 79002	MLS # 72523	Seller/Green																																																																																																			
	Verification Source(s)	Deed Records	Re/Max Real Estate	Sinopoli & Associates	Buyer/Greater Trueway Church																																																																																																			
	VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION																																																																																																			
	Sales or Financing	N/A	Cash	Cash	Cash																																																																																																			
	Concessions	N/A	Seller paid \$0	Seller paid \$0	Seller paid \$0																																																																																																			
	Date of Sale/Time	02/01/2013	03/12/2010	10/30/2007	01/16/2009																																																																																																			
	Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple																																																																																																			
	Location	Downtown	West Pine	Hardy Street	Downtown																																																																																																			
	Site Area (in Sq.Ft.)	17,000	30,000	7,500	18,000																																																																																																			
	Zoning	B-4 Downtown	B-1 Professional	B-3 Commercial	B-5 Regional Bus.																																																																																																			
	Topography	Gentle slope	Gentle slope	Gentle slope	Gentle slope																																																																																																			
	Easements	None noted	None noted	None noted	None noted																																																																																																			
	Improvements	None	None	None	None																																																																																																			
	Net Adjustment (Total, in \$)		☐ + ☐ - \$	☐ + ☐ - \$	☐ + ☐ - \$																																																																																																			
Adjusted Sale Price (in \$)		Net % Gross % \$ 74,000	Net % Gross % \$ 25,000	Net % Gross % \$ 60,000																																																																																																				
PUD	PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.																																																																																																							
	Legal Name of Project: _____ Describe common elements and recreational facilities: _____																																																																																																							
ATTACH.	Indicated Value by: Sales Comparison Approach \$ 54,000																																																																																																							
	Final Reconciliation As the subject is vacant land, only the Sales Comparison Approach was deemed applicable to its valuation.																																																																																																							
	This appraisal is made ☒ "as is", or ☐ subject to the following conditions: _____																																																																																																							
	☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.																																																																																																							
SIGNATURES	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 54,000 , as of: 02/01/2013 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.																																																																																																							
	A true and complete copy of this report contains 12 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work																																																																																																							
	☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales ☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions																																																																																																							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> Client Contact: _____ E-Mail: _____ APPRAISER  Appraiser Name: Stan Lightsey Company: Lighthouse & Associates Phone: 601-584-6260 Fax: 601-544-7026 E-Mail: slights@bellsouth.net Date of Report (Signature): 02/01/2013 License or Certification #: RA-16 State: MS Designation: SRA Expiration Date of License or Certification: 03/31/2013 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) Date of Inspection: 02/01/2013 </td> <td style="width:50%;"> Client Name: City of Hattiesburg Address: Hattiesburg, MS SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect Date of Inspection: _____ </td> </tr> </table>		Client Contact: _____ E-Mail: _____ APPRAISER  Appraiser Name: Stan Lightsey Company: Lighthouse & Associates Phone: 601-584-6260 Fax: 601-544-7026 E-Mail: slights@bellsouth.net Date of Report (Signature): 02/01/2013 License or Certification #: RA-16 State: MS Designation: SRA Expiration Date of License or Certification: 03/31/2013 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) Date of Inspection: 02/01/2013	Client Name: City of Hattiesburg Address: Hattiesburg, MS SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect Date of Inspection: _____																																																																																																				
Client Contact: _____ E-Mail: _____ APPRAISER  Appraiser Name: Stan Lightsey Company: Lighthouse & Associates Phone: 601-584-6260 Fax: 601-544-7026 E-Mail: slights@bellsouth.net Date of Report (Signature): 02/01/2013 License or Certification #: RA-16 State: MS Designation: SRA Expiration Date of License or Certification: 03/31/2013 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) Date of Inspection: 02/01/2013	Client Name: City of Hattiesburg Address: Hattiesburg, MS SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect Date of Inspection: _____																																																																																																							



City of Hattiesburg, MS

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

Master

File Number: 2013-0071

File ID: 2013-0071

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Approve Shows, Dearman & Waits, Inc. engineering contract for the reconstruction of Country Club Road.

Final Action: 02/19/2013

Minute Book Number: MB2013-48

Title:

Approve professional services agreement with Shows, Dearman & Waits, Inc. for engineering services for the Reconstruction of Country Club Road between Highway 49 and Ashford Street; Authorize Mayor to execute same in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: SD&W Letter, SD&W Contract, executed SD&W Contract

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve professional services agreement with Shows, Dearman & Waits, Inc. for engineering services for the Reconstruction of Country Club Road between Highway 49 and Ashford Street; Authorize Mayor to execute same in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 President Bradley
Council Member Carroll
Vice President Ware
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0071

Title

Approve professional services agreement with Shows, Dearman & Waits, Inc. for engineering services for the Reconstruction of Country Club Road between Highway 49 and Ashford Street; Authorize Mayor to execute same in duplicate.

Summary

Approve professional services agreement with Shows, Dearman & Waits, Inc. for engineering services for the Reconstruction of Country Club Road between Highway 49 and Ashford Street; Authorize Mayor to execute same in duplicate.

Budget Information

072201.7230.25

Percentage of construction

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.

PAUL J. SHOWS (1996)

February 11, 2013

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

Attn: Bertran Kuyrkendall

Re: Country Club Road Construction
City of Hattiesburg

Bert:

Enclosed please find two (2) copies of the contract for the above referenced project.
Please have them executed and return one (1) to our office.

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

Sincerely,

Kyle D. Wallace
Project Engineer

/jc

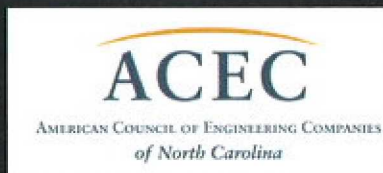
Enclosure

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ENGINEER		
1.01	Scope.....	1
ARTICLE 2 - OWNER'S RESPONSIBILITIES		
2.01	General.....	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES		
3.01	General.....	1
3.02	Suspension.....	1
ARTICLE 4 - PAYMENTS TO ENGINEER		
4.01	Methods of Payment for Services and Reimbursable Expenses of ENGINEER.....	2
4.02	Other Provisions Concerning Payments.....	2
ARTICLE 5 - OPINIONS OF COST		
5.01	Opinions of Probable Construction Cost.....	3
5.02	Designing to Construction Cost Limit.....	3
5.03	Opinions of Total Project Costs.....	3
ARTICLE 6 - GENERAL CONSIDERATIONS		
6.01	Standards of Performance.....	3
6.02	Authorized Project Representatives.....	4
6.03	Design without Construction Phase Services.....	4
6.04	Use of Documents.....	4
6.05	Insurance.....	5
6.06	Termination.....	6
6.07	Controlling Law.....	6
6.08	Successors, Assigns, and Beneficiaries.....	6
6.09	Dispute Resolution.....	7
6.10	Hazardous Environmental Condition.....	7
6.11	Allocation of Risks.....	7
6.12	Notices.....	8
6.13	Survival.....	8
6.14	Severability.....	8
6.15	Waiver.....	8
6.16	Headings.....	8
ARTICLE 7 - DEFINITIONS		
7.01	Defined Terms.....	8
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS		
8.01	Exhibits Included.....	12
8.02	Total Agreement.....	12

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2011 ("Effective Date")

between the CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: Reconstruct Country Club Road Between Highway 49 and Ashford Street to include Pavement Design, Pedestrian Lanes, Drainage, Curb and Gutter, and other items as required for a Complete Street. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified

in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than

90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related

charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, 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 cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach

agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as

requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to OWNER on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. *For convenience,*
 - a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement

will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition;

and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the

appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services--* The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement--* This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment--* The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos--* Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services--* The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid--* The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents--* The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order--* A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement--* The written instrument which is evidence of

the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract--* The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost--* The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents--* Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price--* The moneys payable by OWNER to Contractor for

completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date

indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all

governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project

Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services

of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 0 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 0 pages.

I. Exhibit I, "Allocation of Risks," consisting of 0 pages.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. APPENDIX 1 to Exhibit C, "Standard Hourly Rates Schedule," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

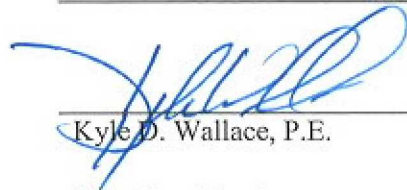
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.



OWNER: CITY of HATTIESBURG

ENGINEER: SHOWS, DEARMAN & WAITS, Inc.

By: Johnny L. DuPree, Ph.D.

By:  Kyle D. Wallace, P.E.

Title: Mayor

Title: Vice-President

Date Signed: _____

Date Signed: Feb. 11, 2013

License or Certificate No. and State: **12693 - MS**

Address for giving notices:

Address for giving notices:

P O Box 1898

P O Box 1711

Hattiesburg MS 39403-1898

Hattiesburg MS 39403-1711

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Bert Kuyrkendall, P.E.

Kyle D. Wallace, P.E.

Title: City Engineer

Title: Vice President

Phone Number: (601) 545-4540

Phone Number: (601) 544-1821

Facsimile Number: (601) 545-4647

Facsimile Number: (601) 544-0501

E-mail Address: bkuyrkendall@hattiesburgms.com

E-mail Address: kyle@sd-w.com

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.
ENGINEER shall provide Basic and Additional Services as set forth below.

SCOPE of WORK

A. Reconstruction of Country Club Road consisting of:

1. Improvements to the existing drainage system along the entire route of the project.
2. Design of curb and gutter in specific locations
3. Design of pedestrian connections and routes along the entire length of the project.
4. Design of a pavement section which will vary depending upon the location and needs.
5. Facilitate a charette with community partners, engineers, landscape architect and owner

PART I – BASIC SERVICES

A1.02 *Preliminary Design Phase*

- A. Upon written authorization from OWNER, ENGINEER shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 120 days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

- A. After acceptance by OWNER of the Preliminary Design Phase documents and opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
 3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 120 days after authorization to proceed with this phase.
- B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is varied depending on the scope of work identified by the OWNER.
 - D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:
 1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor

assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:
 - a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract

Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6b and other express or general limitations in the Agreement and elsewhere.

- b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
- b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of

Work") that the Work is acceptable (subject to the provisions of paragraph A1.05A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Service Requiring OWNER's Authorization in Advance*

- A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER 

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, Deed, and other land use restrictions.
 3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services: N/A

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201_____.

Initial:

OWNER _____

ENGINEER

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 *For Basic Services having a Determined Scope – Percentage of Construction Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Percentage of Construction of 9% with an estimated amount of \$87,750.00 based on the percentage complete of the project during critical times of the design period.
2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Percentage of Construction amount unless approved in writing by the OWNER.
3. The Percentage of Construction includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Percentage of Construction to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Percentage of Construction amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 120 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 *For Basic Services having an Undetermined Scope – Salary Costs Times a Factor Method of Payment*

A. OWNER shall pay ENGINEER for:

1. *Resident Project Representative Services.* For services of ENGINEER's resident project representative, if any, under paragraph A1.05, A.2.a of Exhibit A, an amount equal to the ENGINEER's salary costs times a factor of 3 for services of ENGINEER's employees engaged directly in resident project representation, plus reimbursable expenses and ENGINEER's consultant's charges, if any.

FEES ESTIMATED AT \$67,250.00

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of "Exhibit A," an amount equal to the ENGINEER's Salary Costs times a factor of 3 for

services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$N/A.

3. *Laboratory Testing Services:* For services of independent testing laboratory under direction of ENGINEER, an amount equal to a sum of \$N/A for services set forth under Paragraph A.1.05.3.

C4.03 *For Additional Services*

- A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,500 per day or an portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals

from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.25.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 01, 2013) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 01, 2013) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 *Other Provisions Concerning Payment*

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the

matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201_____.

Initial:

OWNER _____
ENGINEER 

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
- a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
- a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. *Resident Project Representative shall not:*

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____
ENGINEER 

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|--|-------------|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability-- | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability-- | |
| 1) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

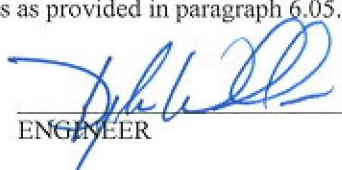
2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

a.



ENGINEER

This is **APPENDIX 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER w

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	\$150/hour
Billing Class 8	Staff Manager	\$ 0 /hour
Billing Class 7	Chief Engineer	\$125/hour
Billing Class 6	Project Engineer	\$105/hour
Billing Class 5	Professional IV	\$ 0/hour
Billing Class 4	AutoCAD	\$ 75/hour
Billing Class 3	Inspector	\$ 65/hour
Billing Class 2	Party Chief	\$ 35/hour
Billing Class 1	Rodman	\$ 25/hour
Principal		\$ 0/hour
Support Staff		\$ 0/hour

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - SERVICES OF ENGINEER	
1.01 Scope.....	1
ARTICLE 2 - OWNER'S RESPONSIBILITIES	
2.01 General.....	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	
3.01 General.....	1
3.02 Suspension.....	1
ARTICLE 4 - PAYMENTS TO ENGINEER	
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER.....	2
4.02 Other Provisions Concerning Payments.....	2
ARTICLE 5 - OPINIONS OF COST	
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 - GENERAL CONSIDERATIONS	
6.01 Standards of Performance.....	3
6.02 Authorized Project Representatives.....	4
6.03 Design without Construction Phase Services.....	4
6.04 Use of Documents.....	4
6.05 Insurance.....	5
6.06 Termination.....	6
6.07 Controlling Law.....	6
6.08 Successors, Assigns, and Beneficiaries.....	6
6.09 Dispute Resolution.....	7
6.10 Hazardous Environmental Condition.....	7
6.11 Allocation of Risks.....	7
6.12 Notices.....	8
6.13 Survival.....	8
6.14 Severability.....	8
6.15 Waiver.....	8
6.16 Headings.....	8
ARTICLE 7 - DEFINITIONS	
7.01 Defined Terms.....	8
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS	
8.01 Exhibits Included.....	12
8.02 Total Agreement.....	12

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2011 ("Effective Date")

between the CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: Reconstruct Country Club Road Between Highway 49 and Ashford Street to include Pavement Design, Pedestrian Lanes, Drainage, Curb and Gutter, and other items as required for a Complete Street. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified

in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than

90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related

charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, 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 cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach

agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as

requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement

will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition;

and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the

appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of

the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for

completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date

indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all

governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's--* Polychlorinated biphenyls.

30. *Petroleum--* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials--* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings--* The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses--* The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative--* The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project

Representative are as set forth in Exhibit D.

35. *Samples--* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings--* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site--* Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications--* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion--* The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions--* That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs--* The sum of the Construction Cost, allowances for contingencies, the total costs of services

of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 0 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 0 pages.

I. Exhibit I, "Allocation of Risks," consisting of 0 pages.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. APPENDIX 1 to Exhibit C, "Standard Hourly Rates Schedule," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.



OWNER: CITY of HATTIESBURG

ENGINEER: SHOWS, DEARMAN & WAITS, Inc.

By:

A handwritten signature in black ink, appearing to read 'Johnny L. DuPree'.

Johnny L. DuPree, Ph.D.

By:

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.

Title:

Mayor

Title:

Vice-President

Date

Signed: 2-19-13

Date

Signed: Feb. 11, 2013

License or Certificate No. and State: 12693 - MS

Address for giving notices:

Address for giving notices:

P O Box 1898

P O Box 1711

Hattiesburg MS 39403-1898

Hattiesburg MS 39403-1711

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Bert Kuyrkendall, P.E.

Kyle D. Wallace, P.E.

Title:

City Engineer

Title:

Vice President

Phone Number: (601) 545-4540

Phone Number: (601) 544-1821

Facsimile Number: (601) 545-4647

Facsimile Number: (601) 544-0501

E-mail Address: bkuyrkendall@hattiesburgms.com

E-mail Address: kyle@sd-w.com

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.
ENGINEER shall provide Basic and Additional Services as set forth below.

SCOPE of WORK

A. Reconstruction of Country Club Road consisting of:

1. Improvements to the existing drainage system along the entire route of the project.
2. Design of curb and gutter in specific locations
3. Design of pedestrian connections and routes along the entire length of the project.
4. Design of a pavement section which will vary depending upon the location and needs.
5. Facilitate a charette with community partners, engineers, landscape architect and owner

PART I – BASIC SERVICES

A1.02 *Preliminary Design Phase*

A. Upon written authorization from OWNER, ENGINEER shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 120 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 120 days after authorization to proceed with this phase.
- B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is varied depending on the scope of work identified by the OWNER.
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:
 1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor

assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:
 - a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract

Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6b and other express or general limitations in the Agreement and elsewhere.

- b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
- b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of

Work”) that the Work is acceptable (subject to the provisions of paragraph A1.05A.14.b) to the best of ENGINEER’s knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER’s staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER’s representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Service Requiring OWNER’s Authorization in Advance*

- A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201_____.

Initial:

OWNER _____
ENGINEER

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, Deed, and other land use restrictions.
 - 3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services: N/A

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201 .

Initial:

OWNER _____
ENGINEER

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 *For Basic Services having a Determined Scope – Percentage of Construction Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Percentage of Construction of 9% with an estimated amount of \$87,750.00 based on the percentage complete of the project during critical times of the design period.
2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Percentage of Construction amount unless approved in writing by the OWNER.
3. The Percentage of Construction includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Percentage of Construction to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Percentage of Construction amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 120 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 *For Basic Services having an Undetermined Scope – Salary Costs Times a Factor Method of Payment*

A. OWNER shall pay ENGINEER for:

1. *Resident Project Representative Services.* For services of ENGINEER's resident project representative, if any, under paragraph A1.05, A.2.a of Exhibit A, an amount equal to the ENGINEER's salary costs times a factor of 3 for services of ENGINEER's employees engaged directly in resident project representation, plus reimbursable expenses and ENGINEER's consultant's charges, if any.

FEES ESTIMATED AT \$67,250.00

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of "Exhibit A," an amount equal to the ENGINEER's Salary Costs times a factor of 3 for

services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$N/A.

3. *Laboratory Testing Services:* For services of independent testing laboratory under direction of ENGINEER, an amount equal to a sum of \$N/A for services set forth under Paragraph A.1.05.3.

C4.03 *For Additional Services*

- A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,500 per day or an portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals

from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.25.

- D. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 01, 2013**) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of **January 01, 2013**) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 *Other Provisions Concerning Payment*

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the

matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____
ENGINEER 

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 6. *Shop Drawings and Samples:*
 - a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. *Review of Work and Rejection of Defective Work:*
 - a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
 - a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201__.

Initial:

OWNER _____

ENGINEER W

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

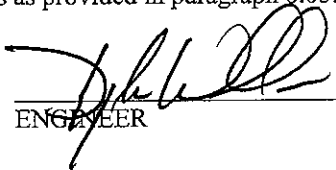
- | | |
|--|-------------|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability-- | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability-- | |
| 1) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

a. 
ENGINEER

This is **APPENDIX 2** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER w

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	\$150/hour
Billing Class 8	Staff Manager	\$ 0 /hour
Billing Class 7	Chief Engineer	\$125/hour
Billing Class 6	Project Engineer	\$105/hour
Billing Class 5	Professional IV	\$ 0/hour
Billing Class 4	AutoCAD	\$ 75/hour
Billing Class 3	Inspector	\$ 65/hour
Billing Class 2	Party Chief	\$ 35/hour
Billing Class 1	Rodman	\$ 25/hour
Principal		\$ 0/hour
Support Staff		\$ 0/hour



City of Hattiesburg, MS

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

Master

File Number: 2013-0079

File ID: 2013-0079

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2013

Brief Title: Agreement with Pine Belt Solid Waste Management
Authority for storm debris disposal

Final Action: 02/19/2013

Minute Book Number: MB2013-48

Title:

Authorize the Mayor to execute Letter of Agreement with Pine Belt Solid
Waste Management Authority for storm debris disposal.

Notes:

Sponsors:

Enactment Date:

Attachments: Pine Belt Regional SWMA - Storm debris disposal
agreement, executed Pine Belt Regional SWMA -
Storm debris disposal agreement

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize the Mayor to execute Letter of Agreement with Pine Belt Solid Waste Management Authority for storm debris disposal.							
Council member Carroll asked if this is set up at the park; Mayor DuPree said this is located 22 miles away in Runnelstown.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							

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

TEL-No Vote: 0

Text of Legislative File 2013-0079

Title

Authorize the Mayor to execute Letter of Agreement with Pine Belt Solid Waste Management Authority for storm debris disposal.

Summary

Agreement with Pine Belt Solid Waste Management Authority for storm debris disposal

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389

Petal, MS 39465

(601)545-6676

Fax (601)545-6665

February 13, 2013

Mayor Johnny DuPree
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: Storm Debris Disposal

Dear Mayor DuPree:

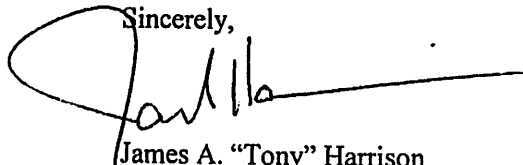
The Pine Belt Regional Solid Waste Management Authority has a Class I rubbish site co-located at the Subtitle D sanitary landfill in Runnelstown, Perry County, Mississippi.

During its meeting on February 13, 2013, the Board of Commissioners voted to approve a disposal rate of \$6.50 per cubic yard for storm debris, with a minimum charge of \$10,000 per month, pro-rated for the first and last months, based on a five day work week.

The City of Hattiesburg will be billed for this storm debris disposal separately from the normal monthly municipal solid waste disposal billing.

If this Letter Agreement is acceptable, please execute this document and return it to me as soon as possible. As soon as I receive this executed agreement the Authority will mobilize to re-establish operation of the Class I rubbish site and you will be advised as to when the City may begin hauling debris for disposal. If you have any questions or need further information please contact me at (601)545-6676 or by e-mail at pinebeltregional@bellsouth.net.

Sincerely,



James A. "Tony" Harrison
Executive Director

JAH:ld

ACCEPTED: City of Hattiesburg

BY: _____

DATE: _____

ATTEST: _____

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389

Petal, MS 39465

(601)545-6676

Fax (601)545-6665

February 13, 2013

Mayor Johnny DuPree
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: Storm Debris Disposal

Dear Mayor DuPree:

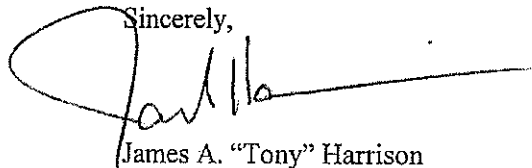
The Pine Belt Regional Solid Waste Management Authority has a Class I rubbish site co-located at the Subtitle D sanitary landfill in Runnelstown, Perry County, Mississippi.

During its meeting on February 13, 2013, the Board of Commissioners voted to approve a disposal rate of \$6.50 per cubic yard for storm debris, with a minimum charge of \$10,000 per month, pro-rated for the first and last months, based on a five day work week.

The City of Hattiesburg will be billed for this storm debris disposal separately from the normal monthly municipal solid waste disposal billing.

If this Letter Agreement is acceptable, please execute this document and return it to me as soon as possible. As soon as I receive this executed agreement the Authority will mobilize to re-establish operation of the Class I rubbish site and you will be advised as to when the City may begin hauling debris for disposal. If you have any questions or need further information please contact me at (601)545-6676 or by e-mail at pinebeltregional@bellsouth.net.

Sincerely,



James A. "Tony" Harrison
Executive Director

JAH:ld

ACCEPTED:

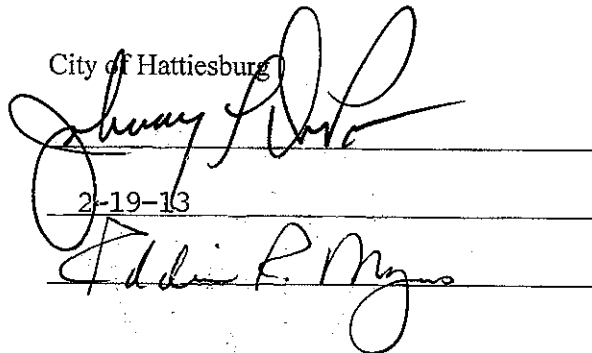
City of Hattiesburg

BY:

DATE:

2-19-13

ATTEST:





City of Hattiesburg, MS

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

Master

File Number: 2013-0082

File ID: 2013-0082

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2013

Brief Title: Storm Debris Waste Service Agreement with Waste Management for storm debris disposal

Final Action: 02/19/2013

Minute Book Number: MB2013-49

Title:

Authorize the Mayor to execute (nunc pro tunc) Storm Debris Waste Service Agreement with Waste Management for disposal of storm debris resulting from the tornado on 2/10/13.

Notes:

Sponsors:

Enactment Date:

Attachments: Waste Mgmt Storm Debris Agreement

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize the Mayor to execute Storm Debris Waste Service Agreement with Waste Management for storm debris disposal.							
Council Vice President Ware asked if [the City] is doing this to utilize the proximity of the debris and haul it in that direction. The Mayor said that this location is six miles away and will be used for most debris, but that the Runnelstown location, which is 22 miles one way, must be used for food waste.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 President Bradley
Council Member Carroll
Vice President Ware
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0082

Title

Authorize the Mayor to execute (nunc pro tunc) Storm Debris Waste Service Agreement with Waste Management for disposal of storm debris resulting from the tornado on 2/10/13.

Summary

Storm Debris Waste Service Agreement with Waste Management for storm debris disposal.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Storm Debris Waste Service Agreement Exhibit A

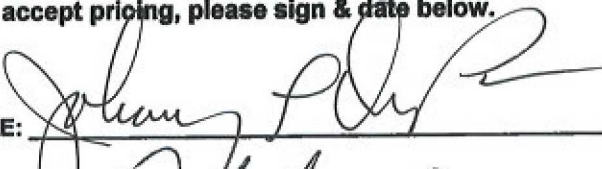
Date: FEBRUARY 14, 2013

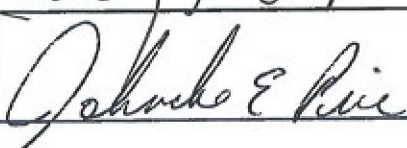
CUSTOMER BILLING INFORMATION: City of Hattiesburg, MS – Tornado Landfill P. O. Box 1898 Hattiesburg, Mississippi 39403-1898 Contact Name: Bert Kuyrkendall Contact Phone: 601-545-4640 Contact Fax: 601-545-4022 Contact Email: bkuyrkendall@hattiesburgms.com	DISPOSAL LANDFILL INFORMATION: WM Oak Grove C&D Landfill 133 Gravel Pit Road Hattiesburg, MS 39402 Phone: 601-268-1159 Fax: 601-268-8953	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">WM Profile #</th> <th style="width: 70%;">C&D MATERIAL</th> </tr> <tr> <td colspan="2">GENERATOR INFORMATION:</td> </tr> <tr> <td colspan="2">SAME</td> </tr> <tr> <td colspan="2">City: Hattiesburg</td> </tr> <tr> <td>Contact Name:</td> <td>Bert Kuyrkendall</td> </tr> <tr> <td>Contact Phone:</td> <td>601.545-4640</td> </tr> <tr> <td>Contact Fax:</td> <td>601.545.4022</td> </tr> <tr> <td>Contact Email:</td> <td>bkuyrkendall@hattiesburgms.com</td> </tr> <tr> <td>USEPA ID#</td> <td>N / A</td> </tr> <tr> <td>State Gen ID #:</td> <td>N / A</td> </tr> </table>	WM Profile #	C&D MATERIAL	GENERATOR INFORMATION:		SAME		City: Hattiesburg		Contact Name:	Bert Kuyrkendall	Contact Phone:	601.545-4640	Contact Fax:	601.545.4022	Contact Email:	bkuyrkendall@hattiesburgms.com	USEPA ID#	N / A	State Gen ID #:	N / A
WM Profile #	C&D MATERIAL																					
GENERATOR INFORMATION:																						
SAME																						
City: Hattiesburg																						
Contact Name:	Bert Kuyrkendall																					
Contact Phone:	601.545-4640																					
Contact Fax:	601.545.4022																					
Contact Email:	bkuyrkendall@hattiesburgms.com																					
USEPA ID#	N / A																					
State Gen ID #:	N / A																					
WM Technical Service Phone Number: 800.963.4776		WM Contact : Seren Ainsworth, Jackie Price, or Becky Taylor Sales Rep. Code:																				

Waste Name: <u>C&D MATERIAL- STORM DEBRIS</u>		Base	Event	<u>X</u>
Approximate Tonnage: <u>NOT APPLICABLE</u>				
Profile Received By WM:	<u>N / A</u>	Profile Approval Date:	<u>N / A</u>	
Profile Expiration Date:	<u>N / A</u>	Profile Weight Limits:	<u>N / A</u>	If Applicable
Existing Customer:	<u>X</u> Yes <u> </u> No	If yes, MAS Acct #	<u>NEW-</u>	
Intercompany:	<u> </u> Yes <u>X</u> No	Type of Acct:	<u> </u> Cash <u> </u> Check <u> </u> Credit Card	<u>149</u> Credit Acct
PO # Required	<u> </u> Yes <u>X</u> No	If required: PO #:	<u>N / A</u>	
Disposal Price:	<u>\$6.00 / Cubic Yard – Bulk Solid For Direct Landfill OR \$22.00 per ton</u>			
Mississippi Solid Waste Fee:	<u>\$1.00 / Ton * INCLUDED</u>			
Disposal Fuel Surcharge:	<u>NOT APPLICABLE</u>			
Environmental Fee:	<u>NOT APPLICABLE</u>			
Additional Fees/Surcharges:	<u>NOT APPLICABLE</u>			
Transportation Price:	<u>NOT APPLICABLE</u>			
WM Profile Approval Fee:	<u>NOT APPLICABLE</u>			
WM Profile Renewal Fee:	<u>NOT APPLICABLE</u>			

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE STORM DEBRIS DISPOSAL SERVICES AGREEMENT BETWEEN THE PARTIES DATED: N / A.

To confirm receipt and accept pricing, please sign & date below.

CUSTOMER'S SIGNATURE:  DATE: 2/15/2013

Landfill & Site Manager:  DATE: 2/15/13



STORM DEBRIS DISPOSAL AGREEMENT

COMPANY: Oak Grove Landfill & Transfer Station

A Waste Management Company

CUSTOMER: City of Hattiesburg

Name: Jackie Price February 15, 2013

Date

Title: Site Manager

Name: Bert Kuyrkendall February 15, 2013

Title: Director of Engineering

Date

Initial Term: 36 months

Effective Date of Agreement: _____

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("The Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. Solid Waste means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. Special Waste includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/leachate characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. Hazardous Waste means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws,

ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

3. TERM OF AGREEMENT. ~~THIS IS A PERMANENT AGREEMENT.~~ ^{SEP} The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. ~~Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to receive after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.~~ ^{SEP}

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 5) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state

INDUSTRIAL WASTE & DISPOSAL AGREEMENT

and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit

changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Agreed & Accepted

COMPANY

Signed: _____

Authorized Signatory

CUSTOMER

Signed: _____

Authorized Signatory



City of Hattiesburg, MS

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

Master

File Number: 2013-0068

File ID: 2013-0068

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Authorize Mayor to execute Supplemental Agreement No. 4 with ARE Consultants, Inc. for Safety Area Part Two project.

Final Action: 02/19/2013

Minute Book Number: MB2013-49

Title:

Authorize Mayor to execute duplicate originals of Supplemental Agreement No. 4 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said Supplemental Agreement is for the Safety Area Part Two of the Runway 31 Drainage Improvements A.I.P. Project No. 3-28-0031-0020-2013 at the Bobby L. Chain Municipal Airport.

Notes:

Sponsors:

Enactment Date:

Attachments: ARE Contract, executed ARE Contract

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute duplicate originals of Supplemental Agreement No. 4 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said Supplemental Agreement is for the Safety Area Part Two of the Runway 31 Drainage Improvements A.I.P. Project No. 3-28-0031-0020-2013 at the Bobby L. Chain Municipal Airport.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2013-0068

Title

Authorize Mayor to execute duplicate originals of Supplemental Agreement No. 4 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said Supplemental Agreement is for the Safety Area Part Two of the Runway 31 Drainage Improvements A.I.P. Project No. 3-28-0031-0020-2013 at the Bobby L. Chain Municipal Airport.

Summary

Authorize Mayor to execute Supplemental Agreement No. 4 to the Engineering Service Agreement with ARE Consultants, Inc. for the Safety Area Part Two project.

Budget Information

039551.7295.02 \$43,366.70

Expenditure Type

FAA Grant

Purchasing Item

Publication Information



January 25, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Runway 31 Improvements
Safety Area Part TWO

Dear Mr. Kuyrkendall,

Our contract is for providing engineering services , preparing bid documents and performing bidding assistance for the balance of the extended safety area. This will be paid by the 2013 grant. Wetlands delineation at the location off the south end of the runway and application for the construction permit also falls within our scope.

Please contact us if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Sherwood Bailey Jr.", written in a cursive style.

W. Sherwood Bailey Jr.
ARE Consultants, Inc.

1216 S. Morrison, Suite 5 ° Hammond, LA 70403
800 Spring Street, Suite 214 ° Shreveport, LA 71101
Phone (318) 222-8252 ° Fax (318) 222-8251

Engineering Services Agreement

Supplemental Agreement No. 4

For

Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

This Supplemental Agreement, made and entered into this _____ day of February, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in May 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety Area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to perform engineering services to prepare bid documents for additional safety area construction(Part TWO) and to perform additional wetlands delineation and make application to the US Army Corps of Engineers related to the construction ; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 110 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for engineering services ,wetlands delineation and related application will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **\$43,366.70** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement and upon direct written order of the owner.

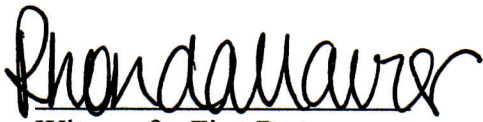
Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Consultants, Inc.


Witness for First Party


W. Sherwood Bailey, Jr.
Title: President


Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made on May , 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

Scope of services for the design associated with Runway 13 Drainage and Safety Area —
Part TWO services:

Design Phase

Part 1

- * Coordinate the initial design activities with government agencies.

Part 2 - Preliminary Plans- N/A

Part 3- Final Plans and Bid Document Preparation

- * Modify general layout plan and a summary of quantities sheet.
- * Update existing conditions and demolition plans and a construction sequence plan
- * Modify cross sections.
- * Provide estimates for probable costs, special specifications, and a quality control plan as required by the Owner.
- * Attend Plan-in-hand meetings and reviews.
- * After reviews by the Owner, incorporate required changes into the plans and specifications.
- * Revise estimates of probable cost.

Part 4

- * Provide bidding assistance.

Wetlands Report and Mitigation

1. Conduct wetland delineation in keeping with the US Army Corps of Engineers(USACE) guidance in the vicinity of the safety area extension.
2. Flag the wetland boundaries and perform GPS locations of delineation points.

Application

1. Provide the US Army Corps of Engineers a Permit Application Package consisting of a Preconstruction Notification and drawings and typical sections in the vicinity of the extended safety area. All drawings must be 8 ½" x 11".
2. Submit the information to the US Army Corps of Engineers .
3. Conduct project management activities and coordination with the USACE for approval.

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

Back-up Calculations

for

Fee Computations

Part 3 - Final Plans						
TITLE SHEET AND INDEX OF DRAWINGS	1	2	2	2	0	0
SUMMARY OF QUANTITIES	1	7	12	3	1	1
GENERAL NOTES	1	1	2	1	1	0
SITE PLAN (SURVEY CONTROL)	1	2		1	2	0
PHASING PLAN MULTIPLE SHEETS	2	5	2	2	2	0
SAFETY PLAN	1	2	2	1	1	0
EROSION CONTROL PLAN	1	1	2	1	1	0
EROSION CONTROL DETAILS	1	1	2	1	0	0
DEMOLITION PLAN	1	2		1	0	0
GEOMETRIC PLAN, MULTIPLE SHEETS	2	2	2	1	1	0
RUNWAY PLAN AND PROFILE	2	2	2	2	1	0
GRADING & SPOT ELEVATION PLANS	2	5	2	2	2	0
DRAINAGE PLANS	2	5	1	1	2	2
DRAINAGE DETAILS	2	1		4	0	0
TYPICAL SECTIONS	2	2		2	1	0
CROSS SECTIONS	4	3	2	3	1	
STRUCTURE PLAN	1	2	4	4	0	0
COST ESTIMATES			3	2	2	
SPECIAL SPECIFICATIONS	10	2	3	2	4	1
PLAN-IN-HAND	6	0	4	4	4	
QUALITY CONTROL PLAN	8	1	3	4		
Total Hours - Part 3	27	24	48	50	44	4
Part 4 - Bidding						
Pre-Bid Meetings	3	2	2	2	0	1
Procurement Support	3	0	12	2		
Bid Evaluation	1		1	2		
Total Hours - Part 4	7	2	15	6	0	1
TOTAL HOURS - DESIGN PHASE	40	60	70	60	30	16

Design/Implementation Phase II					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	16	X	\$ 65.00	\$	1,040.00
Supervisor Engineer	30	X	\$ 55.00	\$	1,650.00
Engineer	60	X	\$ 49.00	\$	2,940.00
Pre - Professional	70	X	\$ 40.00	\$	2,800.00
Technician	60	X	\$ 32.00	\$	1,920.00
Administrative	40	X	\$ 17.00	\$	680.00
Payroll				\$	11,030.00

Phase II							
Profit Percentage Computation							
A.	Super Hrs.	46	/	276	X	17%	2.83%
B.	Eng. Hrs.	60	/	276	X	14%	3.04%
C.	Other Hrs.	170	/	276	X	12%	7.39%
D.	Sub-Total						13.27%
E.	Complex. Factor						1.01
F.	Overhead ((Manual Curve)						1.02
G.	Fee Size (Manual Curve)						1.00
Profit							13.67%

Phase II			
Direct Expenses			
Item	Quantity	Rate	Total
Travel and Mileage			\$ 200.00
Postage and Repro			\$ 1,900.00
Subs/Env.- wetland/su survey			\$ 9,800.00
			\$ -
Total			\$11,900.00
Expenses		\$	11,900.00

Phase II			
Direct Costs			
Payroll		\$	11,030.00
Overhead (Includes Payroll Additives)	138%	\$	15,221.40
Expenses			\$11,900.00
Total Estimated Cost		\$	38,151.40
Profit	13.67%	\$	5,215.30
Consultant Fee		\$	43,366.70
Total Lump Sum Fee		\$	43,366.70



January 25, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Runway 31 Improvements
Safety Area Part TWO

Dear Mr. Kuyrkendall,

Our contract is for providing engineering services , preparing bid documents and performing bidding assistance for the balance of the extended safety area. This will be paid by the 2013 grant. Wetlands delineation at the location off the south end of the runway and application for the construction permit also falls within our scope.

Please contact us if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Sherwood Bailey Jr.", written in a cursive style.

W. Sherwood Bailey Jr.
ARE Consultants, Inc.

Engineering Services Agreement

Supplemental Agreement No. 4

For

Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

This Supplemental Agreement, made and entered into this _____ day of February, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in May 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety Area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to perform engineering services to prepare bid documents for additional safety area construction(Part TWO) and to perform additional wetlands delineation and make application to the US Army Corps of Engineers related to the construction ; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 110 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for engineering services ,wetlands delineation and related application will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **\$43,366.70** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement and upon direct written order of the owner.

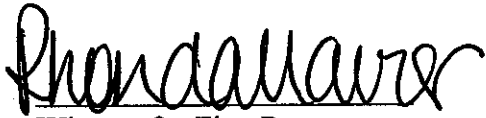
Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

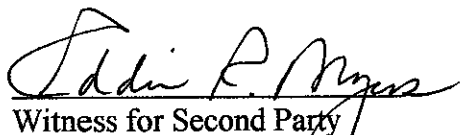
A R E Consultants, Inc.


Witness for First Party

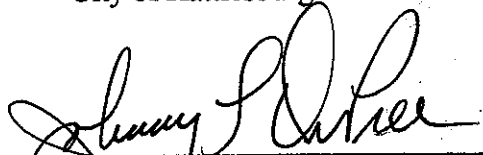

W. Sherwood Bailey, Jr.
Title: President


Witness for First Party

72-1145432
Federal Identification Number


Witness for Second Party

City of Hattiesburg


Mayor Johnny L. DuPree

Witness for Second Party

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made on May , 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

Scope of services for the design associated with Runway 13 Drainage and Safety Area —
Part TWO services:

Design Phase

Part 1

- * Coordinate the initial design activities with government agencies.

Part 2 - Preliminary Plans- N/A

Part 3- Final Plans and Bid Document Preparation

- * Modify general layout plan and a summary of quantities sheet.
- * Update existing conditions and demolition plans and a construction sequence plan
- * Modify cross sections.
- * Provide estimates for probable costs, special specifications, and a quality control plan as required by the Owner.
- * Attend Plan-in-hand meetings and reviews.
- * After reviews by the Owner, incorporate required changes into the plans and specifications.
- * Revise estimates of probable cost.

Part 4

- * Provide bidding assistance.

Wetlands Report and Mitigation

1. Conduct wetland delineation in keeping with the US Army Corps of Engineers(USACE) guidance in the vicinity of the safety area extension.
2. Flag the wetland boundaries and perform GPS locations of delineation points.

Application

1. Provide the US Army Corps of Engineers a Permit Application Package consisting of a Preconstruction Notification and drawings and typical sections in the vicinity of the extended safety area. All drawings must be 8 1/2" x 11".
2. Submit the information to the US Army Corps of Engineers .
3. Conduct project management activities and coordination with the USACE for approval.

Engineering Services Agreement
Supplemental Agreement No. 4
For
Safety Area –PART TWO

Associated with

Runway 31 Drainage Improvements

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

February, 2013

Back-up Calculations

for

Fee Computations

ENGINEERING SERVICES

Bobby L. Chain Airport

Runway 31 Drainage and Safety Part Two

DESIGN PHASE II

Engineering Manhour Estimate

[illegible]

Part 3 - Final Plans

TITLE SHEET AND INDEX OF DRAWINGS	1	2	2	2	0	0
SUMMARY OF QUANTITIES	1	7	12	3	1	1
GENERAL NOTES	1	1	2	1	1	0
SITE PLAN (SURVEY CONTROL)	1	2		1	2	0
PHASING PLAN MULTIPLE SHEETS	2	5	2	2	2	0
SAFETY PLAN	1	2	2	1	1	0
EROSION CONTROL PLAN	1	1	2	1	1	0
EROSION CONTROL DETAILS	1	1	2	1	0	0
DEMOLITION PLAN	1	2		1	0	0
GEOMETRIC PLAN, MULTIPLE SHEETS	2	2	2	1	1	0
RUNWAY PLAN AND PROFILE	2	2	2	2	1	0
GRADING & SPOT ELEVATION PLANS	2	5	2	2	2	0
DRAINAGE PLANS	2	5	1	1	2	2
DRAINAGE DETAILS	2	1		4	0	0
TYPICAL SECTIONS	2	2		2	1	0
CROSS SECTIONS	4	3	2	3	1	
STRUCTURE PLAN	1	2	4	4	0	0
COST ESTIMATES			3	2	2	
SPECIAL SPECIFICATIONS	10	2	3	2	4	1
PLAN-IN-HAND	6	0	4	4	4	
QUALITY CONTROL PLAN	8	1	3	4		
Total Hours - Part 3	27	24	48	50	44	4
Part 4 - Bidding						
Pre-Bid Meetings	3	2	2	2	0	1
Procurement Support	3	0	12	2		
Bid Evaluation	1		1	2		
Total Hours - Part 4	7	2	15	6	0	1
TOTAL HOURS - DESIGN PHASE	40	60	70	60	30	16

Design/Implementation Phase II

Hourly Wages

Position	Hours		Rate	Total Pay
Principal	16	X	\$ 65.00	\$ 1,040.00
Supervisor Engineer	30	X	\$ 55.00	\$ 1,650.00
Engineer	60	X	\$ 49.00	\$ 2,940.00
Pre - Professional	70	X	\$ 40.00	\$ 2,800.00
Technician	60	X	\$ 32.00	\$ 1,920.00
Administrative	40	X	\$ 17.00	\$ 680.00
Payroll			\$	11,030.00

Phase II

Profit Percentage Computation

A.	Super Hrs.	46	/	276	X	17%	2.83%
B.	Eng. Hrs.	60	/	276	X	14%	3.04%
C.	Other Hrs.	170	/	276	X	12%	7.39%
D.	Sub-Total						13.27%
E.	Complex. Factor						1.01
F.	Overhead ((Manual Curve)						1.02
G.	Fee Size (Manual Curve)						1.00
Profit							13.67%

Phase II

Direct Expenses

Item	Quantity	Rate	Total
Travel and Mileage		\$	200.00
Postage and Repro		\$	1,900.00
Subs/Env.- wetland/su survey		\$	9,800.00
		\$	-
Total			\$11,900.00
Expenses		\$	11,900.00

Phase II

Direct Costs

Payroll		\$	11,030.00
Overhead (Includes Payroll Additives)	138%	\$	15,221.40
Expenses			\$11,900.00
Total Estimated Cost		\$	38,151.40
Profit	13.67%	\$	5,215.30
Consultant Fee		\$	43,366.70
Total Lump Sum Fee		\$	43,366.70



City of Hattiesburg, MS

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

Master

File Number: 2013-0072

File ID: 2013-0072

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Authorize Mayor to execute Supplemental Agreement with the Orion Planning Group for the Community /Team Charrett-Hardy Street project.

Final Action: 02/19/2013

Minute Book Number: MB2013-49-50

Title:

Authorize Mayor to execute three (3) originals of Supplemental Agreement to the Professional Services Agreement with Orion Planning Group for the Update Land Development Code-Corridors project dated March 20, 2012 and approved at minute book number 2012-1/83-84. This agreement extends the scope of the project to include a three day Community/Team Charrette for Hardy St.

Notes:

Sponsors:

Enactment Date:

Attachments: Orion Invoice.pdf, Proposed Charrette.pdf, Supplemental Agreement.pdf, executed Supplemental Agreement

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute three (3) originals of Supplemental Agreement to the Professional Services Agreement with Orion Planning Group for the Update Land Development Code-Corridors project dated March 20, 2012 and approved at minute book number 2012-1/83-84. This agreement extends the scope of the project to include a three day Community/Team Charrette for Hardy St.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2013-0072

Title

Authorize Mayor to execute three (3) originals of Supplemental Agreement to the Professional Services Agreement with Orion Planning Group for the Update Land Development Code-Corridors project dated March 20, 2012 and approved at minute book number 2012-1/83-84. This agreement extends the scope of the project to include a three day Community/Team Charrette for Hardy St.

Summary

Authorize Mayor to execute Supplemental Agreement with the Orion Planning Group for the Community /Team Charrett-Hardy Street project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



INVOICE

Ms. Pattie Brantley
Director of Urban Development
P.O. Box 1898
Hattiesburg, MS39403

EIN: 27-4743542

For Professional Services for Hardy Street Charette
For the Period: March 25 through March 28, 2013

Hours	Time	Expenses	Total
24	\$2,880.00		\$2,880.00
Total			\$2,880.00

Please make check payable to Orion Planning Group and remit to the address below. Thank you!

1176 Quince Avenue, Boulder CO 80304 ♦ 303-551-2488 ♦ Graham@OrionPlanningGroup.com

Boulder, CO ♦ Hernando, MS ♦ Sheridan, WY ♦ Huntsville, AL ♦ Urbana, IL

Community/Team Charrette
Hardy Street (between US Hwy. 49 and W. Pine St.-Downtown)

Team:

G. Wade Walker, PE, Transportation Planner
Fuss & O'Neill, Inc., Davidson, NC

Bob Barber, FAICP
Orion Planning Group, Hernando, MS

Graham Billingsley, FAICP
Orion Planning Group, Boulder, CO

Russ Bryan, Landscape Architect
Neel-Schaffer, Hattiesburg, MS

City of Hattiesburg

Bert Kurykendall, City Engineer
Pattie Brantley, Urban Dev.
Donovan Scruggs, Urban Dev.
Justin Heskew, Urban Dev.
Christopher Carr, GIS

A three day Community/Team Charrette has been proposed by Neel-Schaffer and Wade Walker to coordinate efforts for Hardy Street to build a consensus-driven holistic plan for the corridor that meshes the market, land use, and preferred roadway configuration.

Anticipated typical meetings/product results:

- Day 1 (evening):
 - Opening community presentation of existing conditions and issues/opportunities/challenges from the market, land use, and transportation perspective. Also do a hands-on visioning session/table sessions to understand community desires for the corridor.
- Day 2:
 - Walking audit of corridor with team and interested stakeholders. Walking “ripe and firm” analysis to identify opportunity sites/blocks and to determine different “rooms” or breakpoints on the corridor between US 49 and Downtown that may have common themes/goals/potential.
 - Open team worksession to develop alternatives for each area of the corridor, including sketches.
 - Open community “pin up” session to vet initial alternatives (evening of Day Two)
- Day 3:
 - Team session to refine concepts into preferred plan
 - Community meeting to present preferred plan (afternoon of Day 3)

Between the
City of Hattiesburg
And
Orion Planning Group

SUPPLEMENTAL AGREEMENT

Planning Services for Community/Team Charrette for Hardy Street

WHEREAS, Orion Planning Group (Consultant) entered into the Planning Services Contract with the City of Hattiesburg (City) on the April 11, 2012 to update the Hattiesburg Land Development Code; and,

WHEREAS, the Consultant has been requested to provide additional services in support of a Community/Team Charrette for the Hardy Street Corridor (between US Highway 49 and W. Pine Street) as coordinated by the Department of Engineering and in cooperation with the Department of Urban Development; and,

WHEREAS, the City agrees that the Consultant is entitled to additional compensation for these additional services as requested; and,

WHEREAS, the Consultant agrees to perform the said additional services for the additional compensation of \$2880; and,

WHEREAS, the City agrees that said services shall be in accordance with the above referenced executed contract;

NOW THEREFORE, it is mutually agreed that the Consultant will accomplish such additional services in accordance with the Contract as modified herein and the City will compensate the Consultant for services accordingly.

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

In Witness Whereof, the parties hereto have executed this agreement as of the last date signed below.

Johnny L. Dupree, Ph.D., Mayor
City of Hattiesburg

Date

Robert L. Barber, FAICP, Partner
Orion Planning Group

Date



INVOICE

Ms. Pattie Brantley
Director of Urban Development
P.O. Box 1898
Hattiesburg, MS39403

EIN: 27-4743542

For Professional Services for Hardy Street Charette
For the Period: March 25 through March 28, 2013

Hours	Time	Expenses	Total
24	\$2,880.00		\$2,880.00
Total			\$2,880.00

Please make check payable to Orion Planning Group and remit to the address below. Thank you!

1176 Quince Avenue, Boulder CO 80304 ♦ 303-551-2488 ♦ Graham@OrionPlanningGroup.com
Boulder, CO ♦ Hernando, MS ♦ Sheridan, WY ♦ Huntsville, AL ♦ Urbana, IL

Community/Team Charrette
Hardy Street (between US Hwy. 49 and W. Pine St.-Downtown)

Team:

G. Wade Walker, PE, Transportation Planner
Fuss & O'Neill, Inc., Davidson, NC

Bob Barber, FAICP
Orion Planning Group, Hernando, MS

Graham Billingsley, FAICP
Orion Planning Group, Boulder, CO

Russ Bryan, Landscape Architect
Neel-Schaffer, Hattiesburg, MS

City of Hattiesburg

Bert Kurykendall, City Engineer
Pattie Brantley, Urban Dev.
Donovan Scruggs, Urban Dev.
Justin Heskew, Urban Dev.
Christopher Carr, GIS

A three day Community/Team Charrette has been proposed by Neel-Schaffer and Wade Walker to coordinate efforts for Hardy Street to build a consensus-driven holistic plan for the corridor that meshes the market, land use, and preferred roadway configuration.

Anticipated typical meetings/product results:

- Day 1 (evening):
 - Opening community presentation of existing conditions and issues/opportunities/challenges from the market, land use, and transportation perspective. Also do a hands-on visioning session/table sessions to understand community desires for the corridor.
- Day 2:
 - Walking audit of corridor with team and interested stakeholders. Walking "ripe and firm" analysis to identify opportunity sites/blocks and to determine different "rooms" or breakpoints on the corridor between US 49 and Downtown that may have common themes/goals/potential.
 - Open team worksession to develop alternatives for each area of the corridor, including sketches.
 - Open community "pin up" session to vet initial alternatives (evening of Day Two)
- Day 3:
 - Team session to refine concepts into preferred plan
 - Community meeting to present preferred plan (afternoon of Day 3)

Between the
City of Hattiesburg
And
Orion Planning Group

SUPPLEMENTAL AGREEMENT

Planning Services for Community/Team Charrette for Hardy Street

WHEREAS, Orion Planning Group (Consultant) entered into the Planning Services Contract with the City of Hattiesburg (City) on the April 11, 2012 to update the Hattiesburg Land Development Code; and,

WHEREAS, the Consultant has been requested to provide additional services in support of a Community/Team Charrette for the Hardy Street Corridor (between US Highway 49 and W. Pine Street) as coordinated by the Department of Engineering and in cooperation with the Department of Urban Development; and,

WHEREAS, the City agrees that the Consultant is entitled to additional compensation for these additional services as requested; and,

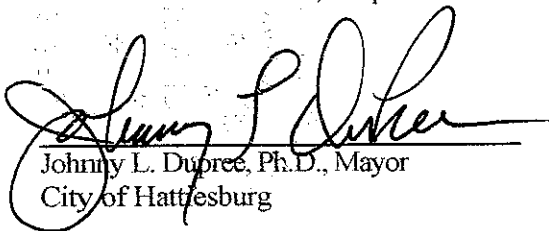
WHEREAS, the Consultant agrees to perform the said additional services for the additional compensation of \$2880; and,

WHEREAS, the City agrees that said services shall be in accordance with the above referenced executed contract;

NOW THEREFORE, it is mutually agreed that the Consultant will accomplish such additional services in accordance with the Contract as modified herein and the City will compensate the Consultant for services accordingly.

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

In Witness Whereof, the parties hereto have executed this agreement as of the last date signed below.


Johnny L. Dupree, Ph.D., Mayor
City of Hattiesburg

2-19-13
Date

Robert L. Barber, FAICP, Partner
Orion Planning Group

Date



City of Hattiesburg, MS

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

Master

File Number: 2013-0075

File ID: 2013-0075

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Approve and Declare the purchase of InterAct SAS Components for the Hattiesburg Court from AT&T. as a sole source purchase

Final Action: 02/19/2013

Minute Book Number: MB2013-50

Title: Approve and Declare the purchase of InterAct SAS Components for the Hattiesburg Court from AT&T. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Notes:

Sponsors:

Enactment Date:

Attachments: 02-19-ATT Sole Source

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve and Declare the purchase of InterAct SAS Components for the Hattiesburg Court from AT&T. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Mr. Myers stated that this purchase is for a module adding for the judge's fingerprint signature and the expediting of documents; also, he said, it includes equipment needed [to process] credit card payments at kiosks.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2013-0075

Title

Approve and Declare the purchase of InterAct SAS Components for the Hattiesburg Court from AT&T. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Summary

Approve and Declare the purchase of InterAct SAS Components for the Hattiesburg Court from AT&T. as a sole source purchase



AT&T Southeast
Sales
175 E. Capitol Street
Room 475
Jackson, MS 39201

sonya.sistrunk@att.com

Sonya Sistrunk
Application Sales Executive 3
Public Safety Sales - Mississippi
CELL (601) 278-9934
FAX (601) 949-3685
OFFICE (601) 961-1815

January 25, 2013

To Whom It May Concern:

This is to confirm that the additional InterAct-SAS components below required to support the integrated Law Enforcement and Court software solution in Hattiesburg, MS is a Sole Source procurement due to the custom interfaces and proprietary software developed to support this solution.

Computer for Lobby-On Line payments	
1- Computer (with Credit Card Scanner) for Credit card payments for Lobby-Internet services, installation, mounting of system is responsibility of City of Hattiesburg (software included).	
1- Biometric fingerprint reader with software to inset Judges Signature on warrant (also providing Software PIN for backup inserting of signature)	

If you need any additional information, please don't hesitate to contact me, or a member of my team.

Respectfully,

SONYA SISTRUNK



Quote For: AT&T Public Safety
One AT&T Plaza
Dallas, TX
75202

Quote Nbr: 00015235 V1
Create Date: January 15, 2013
Expire Date: July 14, 2013
Payment Terms: Net 30

For End User:

Contact: Angie Sanford
Phone:
Mobile:
Email:

Sales Exec: Sonya Silstrunk
Phone: (601) 961-1815
Mobile: (601) 278-9935
Email: ss7315@att.com
Orders Fax: 678-986-2162

Product Family	Product Code	Product Description	Quantity	Price Each	Extended Price
InterActCourt	SAS-HW	SAS Courts Hardware 1- Computer (with Credit Card Scanner) for Credit card payments for Lobby	1	\$ 4,217.50	\$ 4,217.50
	SAS-HW	SAS Courts Hardware 1- Biometric fingerprint reader with software	1	\$ 5,905.00	\$ 5,905.00
					\$ 10,122.50

Grand Total: \$ 10,122.50

Monthly Maintenance (60 months term) \$47.00

Special Order Note: Internet services, installation, mounting of system is responsibility of City of
Hattiesburg

Biometric fingerprint reader with software to inset Judges Signature on warrant (also
providing Software PIN for backup Inserting of signature)

Will require addendum to AT&T Special Assembly Agreement MS11-2144-01



City of Hattiesburg, MS

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

Master

File Number: 2013-0073

File ID: 2013-0073

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Final Action: 02/19/2013

Brief Title: Approve and Declare the purchase of Stalker DSR Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase

Minute Book Number: MB2013-50

Title:

Approve and Declare the purchase of Stalker DSR Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Notes:

Sponsors:

Enactment Date:

Attachments: 02-19-Stalker Radar Sole Source

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve and Declare the purchase of Stalker DSR Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							

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

TEL-No Vote: 0

Text of Legislative File 2013-0073

Title

Approve and Declare the purchase of Stalker DSR Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Summary

Approve and Declare the purchase of Stalker DSR Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

To: Mayor Johnny L. DuPree and City Council

From: Frazier Bolton, Chief of Police

Date: February 12, 2013

Re: Sole Source Purchase – Stalker DSR Radar Unit

This memo is to request approval of a sole source purchase from Applied Concepts, Inc. for ten (10) Stalker DSR Radar Units in the amount of \$24,795.00. Attached is a letter from Applied Concepts, Inc. declaring that this unit can only be purchased directly from them.

Thank you for your consideration, if you require further assistance, you may contact me at (601)545-4900.

FB/tdl

Enclosures

STALKER

ISO 9001:2008 Certified Company

The World Leader in Radar and Lidar Technology

Sole Source for *STALKER DSR* Radar System

To Whom It May Concern:

This is to confirm and verify that Applied Concepts, Inc., 2609 Technology Drive, Plano, TX 75074-7467 is the sole source manufacturer of the ***STALKER DSR*** Radar System. There is no other radar being manufactured that meets the specifications of the ***STALKER DSR*** Radar System.

The ***STALKER DSR*** Radar System can only be purchased directly from Applied Concepts, Inc. or through one of our Regional Sales Managers.

Respectfully Submitted,

Jack Beck

Jack Beck

Sales Administration Manager



applied concepts, inc.

2609 Technology Drive • Plano • TX • 75074-7467 • Phone 972-398-3780 • Fax 972-398-3781 • 1-800-STALKER
006-0404-00 Rev B

12/11/2009

applied concepts, inc.

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Presented by Donna Russell Ext: 103

Quotation

Page 1 of 1

Date: 02/08/13

Acct Rep: Debbie Aull
214-551-5538

Quote #: 90099

Effective From: 02/08/13

Valid Through: 05/09/13

Bill To: City of Hattiesburg P O Box 1898 Hattiesburg, MS 39403-1898	106949 ATTN: Accounts Payable	Ship To: Hattiesburg Police Dept 1 Government Plaza 2nd Floor Hattiesburg, MS 39401-4080	ATTN: Supply Johnny Adamo 601-545-4506
--	--	---	--

Line	Qty	Part Number	Description	Price	Ext Price
1	10	200-0809-05	DSR Counting Unit	\$2,462.00	\$24,620.00
2	10	200-0803-50	DSR-E Display, Lumex		\$0.00
3	20	200-0326-30	DSR KA Antenna		\$0.00
4	10	200-0830-00	DSR Remote Control		\$0.00
5	10	200-0769-00	25 MPH KA Tuning Fork		\$0.00
6	10	200-0770-00	40 MPH KA Tuning Fork		\$0.00
7	10	200-0345-00	Counting Unit/Display Short Dash Mount		\$0.00
8	10	200-0502-00	Antenna Swivel Mount W/Glass Adhesive		\$0.00
9	10	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	10	200-0648-00	Display Sun Shield		\$0.00
11	20	155-2055-16	Antenna Cable, 16 Ft		\$0.00
12	20	155-2211-00	Remote Display Interconnect Cable		\$0.00
13	10	155-2283-70	CAN/VSS Cable, Automatic Car Power Detection		\$0.00
14	10	200-0821-00	DSR Manual Kit		\$0.00
15	10	200-0324-00	Shipping Container		\$0.00
16	10	060-1000-36	36 Month Warranty		\$0.00

Pmnt Terms: Net 30 days

**Lead Time is 30 business days
after receipt of order.**

Product	24,620.00	Sub-Total:	24,620.00
Discount 0.00%	0.00	Sales Tax 0.00%	0.00
Trade-in:		Shipping & Handling:	175.00
		Total:	24,795.00



City of Hattiesburg, MS

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

Master

File Number: 2013-0061

File ID: 2013-0061

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/06/2013

Brief Title: Housing Repair Grant Award - 701 LaFayette Avenue

Final Action: 02/19/2013

Minute Book Number: MB2013-50-51

Title:

Amend Housing Repair Grant Award found at MB2012-1/369, from \$5,000.00 to \$10,000.00.
Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed \$10, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & L. West-S. Grubbs Agreement 02.06.13, Grant Agreement - L. West & S. Grubbs (\$10K-) 02.06.13, executed COHCD Contractor & L. West-S. Grubbs Agreement 02.06.13, executed Grant Agreement - L. West & S. Grubbs (\$10K-) 02.06.13

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Vice President Ware to Amend Housing Repair Grant Award found at MB2012-1/369, from \$5,000.00 to \$10,000.00 [and to] Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed \$10, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2013-0061

Title

Amend Housing Repair Grant Award found at MB2012-1/369, from \$5,000.00 to \$10,000.00.

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed \$10, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 19th day of February, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and LaFonda West and Sandra Grubbs of 701 LaFayette Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 701 LaFayette Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 701 LaFayette Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 701 LaFayette Avenue for three (3) years. Homeowner agrees to occupy the reconstructed home for three (3) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

LaFonda West, Homeowner Date

Sandra Grubbs, Homeowner Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

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

By my signature below We, **LaFonda West & Sandra Grubbs of 701 LaFayette 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 our grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature

Homeowner's Signature

GRANT AWARD

The Homeowner(s), LaFonda West & Sandra Grubbs of 701 LaFayette Avenue, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 19th day of February, **2013.**

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 19th day of February, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and LaFonda West and Sandra Grubbs of 701 LaFayette Avenue, Hereinafter called Owner, and Housing Alternatives in Hattiesburg, with its principal place of business located at 4100 Mamie Street, Hattiesburg, Mississippi 39402, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 701 LaFayette Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 701 LaFayette Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand two hundred forty dollars &00/100 (\$9,240.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 701 LaFayette Avenue for three (3) years. Homeowner agrees to occupy the reconstructed home for three (3) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 26th day of February, 2013.

LaFonda West 2/26/13
LaFonda West, Homeowner Date

Sandra Grubbs 2/26/13
Sandra Grubbs, Homeowner Date

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: 2-19-13

Attest: _____

City Clerk

Contractor

By: _____

Date: 2/26/13

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

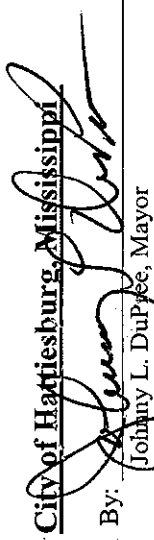
1. Sc I certify that I currently live in and own the home for which I am accepting repair assistance.
2. Sc I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. Sc 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. Sc 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. Sc I understand that I will not be able to remove any of my things out of storage prior to move back.
6. Sc 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. Sc 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. Sc 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. Sc 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. Sc I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. Sc I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
12. Sc I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. Sc I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. Sc I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. Sc 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 We, **LaFonda West & Sandra Grubbs of 701 LaFayette 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 our grant and/or repayment of expended grant funds this the 26th day of February, 2013.

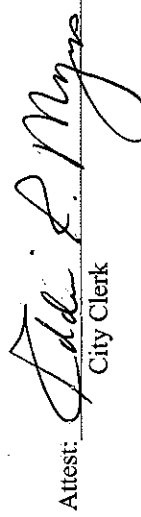

Homeowner's Signature  Homeowner's Signature

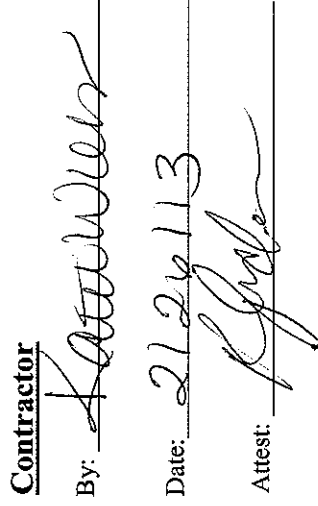
GRANT AWARD

The Homeowner(s), LaFonda West & Sandra Grubbs of 701 LaFayette Avenue, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 19th day of February, 2013.

City of Hattiesburg, Mississippi
By: 
Johnny L. DuPree, Mayor

Date: 2-19-13

Attest: 
City Clerk

Contractor
By: 
Date: 2/26/13
Attest: 



City of Hattiesburg, MS

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

Master

File Number: 2013-0066

File ID: 2013-0066

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: RJ Young Rental Agreement

Final Action:

Minute Book Number: MB2013-52

Title:

Authorize Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young in the amount of \$187.22 monthly for a period of 48 months for equipment, software, and services for a C5035 copier/printer/scanner for the Department of Federal and State Programs.

Notes:

Sponsors:

Enactment Date:

Attachments: RJ Young Rental Agreement, executed RJ Young Rental Agreement

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013					

Text of Legislative File 2013-0066

Title

Authorize Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young in the amount of \$187.22 monthly for a period of 48 months for equipment, software, and services for a C5035 copier/printer/scanner for the Department of Federal and State Programs.

Summary

RJ Young Rental Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

Revised Date: 01/10/2005

The Agreement is entered into by and between **City of Hattiesburg/ Federal Programs** (hereinafter referred to as "Customer"), and **RJ Young** (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

- E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.
6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. **PAYMENTS:**
- A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
- B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
- A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
- B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories,

attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

- C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:**

- A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. **WAIVER:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.
17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **THIRD PARTY ACTION NOTIFICATION** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
21. **RECORD RETENTION AND ACCESS TO RECORDS:** Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.
28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions,

understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: **RJ Young**

By: Buddy Wade
Authorized Signature

Printed Name: **Buddy Wade**

Title: **Account Manager**

WITNESS: _____

Witness my signature this the _____ day of _____, 20____.

State of Mississippi **City of Hattiesburg / Federal Programs**

By: X
Authorized Signature

Printed Name: _____

Title: _____

WITNESS: _____

Revised Date: 01/10/2005

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: **RJ Young Company**

Customer Agency Name: **City of Hattiesburg / Federal Programs**

Bill to Address: **P.O. Box 1898**

Ship to Address: **200 W. Front Street, Hattiesburg, Ms. 39403 -1989**

Description of Equipment, Software, or Services

Price

**1 - Canon IRC 5035 Digital Copier
with Staple Sorter , Cassette Feeding Unit
and PCL Print Kit and Fax Module**

**\$187.22 per month
for 48 months**

Service Pricing: copies billed in arrears at the following rate:

Black and white @ \$.0092 per copy

Color copies @ \$.0507

Pricing based on State Contract #5-600-21161-11

Delivery Schedule and Installation Date: ASAP

Rental Term: Number of Months **48** Start Date **2/28/2013**

End Date **2/27/2017**


Customer Signature and Date


Vendor Signature and Date

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep # 10SA53	
Billing Location				Install Location			
Full Customer Name - Include Inc., Corp., LLC etc. City of Hattiesburg				Customer Name City of Hattiesburg			
				Department Federal Programs		County	
Street Address P.O. Box 1898				Street Address P.O. Box 1898 400 Forrest Street			
City Hattiesburg		State MS	Zip+4 39401	City Hattiesburg		State MS	Zip+4 39401
Contact Name Anita Bratcher		Phone # 601-554-1000	Fax #	Key Operator Anita Bratcher		Phone # 601-554-1000	Fax #
Email				Email			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	canon		imageRUNNER ADVANCE C5035 V2 Base Model			
1	canon		Cassette Feeding Unit-AD1			
1	canon		Internal Staple Finisher			
1	canon		PCL Printer Kit-AE1			
1	canon		Super G3 FAX Board-AE1			
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Tax Exempt ☐ Yes ☒ No Attach Exemption Certificate	Total

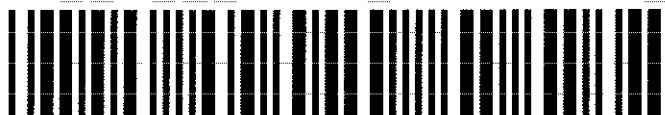
1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
2/28/2013	48		\$187.22	Monthly	Quarterly

Monthly Minimum Number of B&W Copies 0	Overage Rate per B&W Copy 0.009200	Monthly Minimum Number of Color Copies 0	Overage Rate per Color Copy 0.050700	Agreement Includes ☐ Yes ☒ No Master Unit ☒ Yes ☐ No Color Supplies ☒ Yes ☐ No Drum/Photo Conductor ☐ Yes ☒ No Imaging Units ☒ Yes ☐ No Parts/Labor ☒ Yes ☐ No Toner/Dispersant ☐ Yes ☒ No Developer ☐ Yes ☒ No Other ☐ New Account ☒ New Equipment ☒ Upgrade ☐ Remanufactured Equipment ☐ Additional Unit ☐ Used ☐ MAM ☐ MICR Toner
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	

Remarks:
Cancel service contract on I.D. 379BH and issue credit for annual contract on invoice #307874 for \$936

Additional terms and conditions on page 2.		Sales Rep: <i>Buddy Wade</i>	Date:
Signature: <i>[Signature]</i>		Sales Manager:	Date:
Print Name: <i>[Signature]</i>			
Title:	Date:		



*This is a non-cancelable agreement*Order # **ED4W00**

2. RENTAL-AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between **City of Hattiesburg/ Federal Programs** (hereinafter referred to as "Customer"), and **RJ Young** (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

- E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.
6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. **PAYMENTS:**
 - A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
 - B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
 - C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
 - A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
 - B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories,

attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

- C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:**

- A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.
17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.
26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.
28. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions,

understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: BJ Young

By: Buddy Wade
Authorized Signature

Printed Name: Buddy Wade

Title: Account Manager

WITNESS:

Witness my signature this the 19th day of February, 2013.

State of Mississippi City of Hattiesburg / Federal Programs

By: Johnny L. DuPree
Authorized Signature

Printed Name: Johnny L. DuPree

Title: Mayor

WITNESS:

Eddie R. Myers

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: **RJ Young Company**

Customer Agency Name: **City of Hattiesburg / Federal Programs**

Bill to Address: **P.O. Box 1898**

Ship to Address: **200 W. Front Street, Hattiesburg, Ms. 39403 -1989**

Description of Equipment, Software, or Services

Price

**1 - Canon IRC 5035 Digital Copier
with Staple Sorter , Cassette Feeding Unit
and PCL Print Kit and Fax Module**

**\$187.22 per month
for 48 months**

Service Pricing: copies billed in arrears at the following rate:

Black and white @ \$.0092 per copy

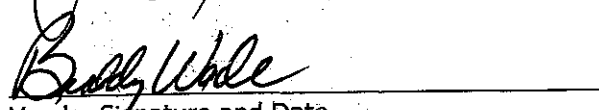
Color copies @ \$.0507

Pricing based on State Contract #5-600-21161-11

Delivery Schedule and Installation Date: **ASAP**

Rental Term: Number of Months **48** Start Date **2/28/2013** End Date **2/27/2017**


Customer Signature and Date


Vendor Signature and Date

Cost Per Copy Agreement

Customer Purchase Order

Billing Location

Install Location

Full Customer Name - Include Inc., Corp., LLC etc.
City of Hattiesburg

Customer Name
City of Hattiesburg

Department
Federal Programs

County

Street Address
P.O. Box 1898

Street Address
P.O. Box 1898 400 Forrest Street

City
Hattiesburg

State
MS

Zip+4
39401

City
Hattiesburg

State
MS

Zip+4
39401

Contact Name
Anita Bratcher

Phone #
601-554-1000

Fax #

Key Operator
Anita Bratcher

Phone #
601-554-1000

Fax #

Email

Email

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	canon		imageRUNNER ADVANCE C5035 V2 Base Model			
1	canon		Cassette Feeding Unit-AD1			
1	canon		Internal Staple Finisher			
1	canon		PCL Printer Kit-AE1			
1	canon		Super G3 FAX Board-AE1			

Trade-In/Buyout (Items to be picked up)

Total This Page

Total From Add'l
Equipment List

Sales Tax

Tax Exempt ☐ Yes ☒ No
Attach Exemption Certificate

Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
2/28/2013	48		\$187.22	Monthly	Quarterly
Monthly Minimum Number of B&W Copies 0	Overage Rate per B&W Copy 0.009200	Monthly Minimum Number of Color Copies 0	Overage Rate per Color Copy 0.050700	Agreement Includes ☐ Yes ☒ No Master Unit ☒ Yes ☐ No Color Supplies ☒ Yes ☐ No Drum/Photo Conductor ☐ Yes ☒ No Imaging Units ☒ Yes ☐ No Parts/Labor ☒ Yes ☐ No Toner/Dispersant ☐ Yes ☒ No Developer ☐ Yes ☒ No Other ☐ New Account ☒ New Equipment ☒ Upgrade ☐ Remanufactured Equipment ☐ Additional Unit ☐ Used ☐ MAM ☐ Yes ☒ No MICR Toner	
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print		
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2		

Remarks:

Cancel service contract on I.D. 379BH and issue credit for annual contract on invoice #307874 for \$936

Additional terms and conditions on page 2.

Signature: Andrew Ellard
Print Name: Andrew Ellard
Title: _____ Date: _____

Sales Rep: Bobby Wade Date: _____
Sales Manager: _____ Date: _____



COST PER COPY AGREEMENT TERMS AND CONDITIONS

Page 2 of 2

This is a non-cancelable agreement

Order # **ED4W00**

2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. **RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.



City of Hattiesburg, MS

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

Master

File Number: 2013-0067

File ID: 2013-0067

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Award contract for Water Well #3 at Water Plant #2 to Lyman Well Company.

Final Action:

Minute Book Number: MB2013-52

Title:

Acknowledge bids received 1/24/13 for the Water Well #3 at Water Plant #2 project and award bid to Lyman Well Company of Gulfport, MS in the amount of \$346,000.00 as being the lowest and best bid; Authorize Mayor to execute contracts for same upon preparation.

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Tab

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013					

Text of Legislative File 2013-0067

Title

Acknowledge bids received 1/24/13 for the Water Well #3 at Water Plant #2 project and award bid to Lyman Well Company of Gulfport, MS in the amount of \$346,000.00 as being the lowest and best bid; Authorize Mayor to execute contracts for same upon preparation.

Summary

Acknowledge bids received 1/24/13 for the Water Well #3 at Water Plant #2 project and award bid to Lyman Well Company of Gulfport, MS in the amount of \$346,000.00 as being the lowest and best bid; Authorize Mayor to execute contracts for same upon preparation.

Budget Information

075695.7245.02

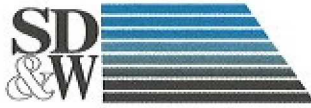
\$346,000.00

Expenditure Type

partial grant

Purchasing Item

Publication Information



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

January 24, 2013

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

Attn: Mr. Bertran Kuyrkendall, P. E.

Re: 1500 GPM WATER WELL AT WATER PLANT #2 WATER WELL #3
City of Hattiesburg

Dear Mr. Kuyrkendall:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on January 24, 2013 for the above referenced project.

I am recommending the lowest bidder, Lyman Well Company of Gulfport, MS in the bid amount of Three Hundred and Forty-six Thousand dollars, and No Cents (\$346,000.00).

Enclosed is a copy of the original bid from Lyman Well Company and the original bids from all other bidders.

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

Sincerely,

John W. Weeks, P.E.
Project Engineer

/rs

Enclosures

BID TAB				January 24, 2013			
Project: 1500 GPM Water Well at Water Plant #2 - Water Well #3							
Project No. 1237C							
BASE BID							
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	1500 GPM Water Well	1	Each	\$320,000.00	\$320,000.00	\$333,800.00	\$333,800.00
2	Master Meter	1	Each	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
3	Yard Piping	1	Lump Sum	\$14,000.00	\$14,000.00	\$8,000.00	\$8,000.00
4	8" Ductile Iron Watermain	55	Lin. Ft.	\$72.7272	\$4,000.00	\$40.00	\$2,200.00
5	Electrical Work	1	Lump Sum	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
6	Erosion Control	1	Lump Sum	\$1,000.00	\$1,000.00	\$500.00	\$500.00
Bid Total:				\$346,000.00		\$349,000.00	
							\$387,600.00
					</		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on January 24, 2013, and that said tabulation is true and correct to the best of my belief.

JOHN T. WEEKS
Professional Engineer
18912
State of Mississippi
1/24/13
John T. Weeks, P.E.



City of Hattiesburg, MS

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

Master

File Number: 2013-0059

File ID: 2013-0059

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 02/05/2013

Brief Title: Buyback 6 graves spaces from Lee

Final Action:

Minute Book Number: MB2013-52

Title:

Approve the City's purchase of six (6) grave spaces located in East Half (E1/2) of Southwest Quarter (SW1/4) Lot 9 Section 7 , Highland Cemetery, recorded at MB I/584 (7/16/25), in the amount of Three Hundred Dollars (\$300.00) from Mrs. R.E. Lee (Margaret Lee), and authorize a manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Buyback.Lee, Deed to Cemetery Lot

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/19/2013					

Text of Legislative File 2013-0059

Title

Approve the City's purchase of six (6) grave spaces located in East Half (E1/2) of Southwest Quarter (SW1/4) Lot 9 Section 7 , Highland Cemetery, recorded at MB I/584 (7/16/25), in the amount of Three Hundred Dollars (\$300.00) from Mrs. R.E. Lee (Margaret Lee), and authorize a manual check for the same.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

March 29, 2012

Adalynn Hinton
Cemetery Dept.
City of Hattiesburg

I am the sole heir to the cemetery lots
mentioned in the attached Deed and ~~would~~
like to sell them back to the city
at \$50.00 each for a total of \$300.00

Thank you.

Sincerley, Margaret V. Lee
6145 Narrows Circle
Ocean Springs MS 39564
(228) 365-4197

4-2-12
6 grave spaces @ \$50.00 each → \$300.00
Lot 9 Section 7 Southwest Quarter (SW 1/4)
OK by Long Hood East Half (E 1/2)

GENERAL POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, Robert Emmett Lee [YOUR FULL LEGAL NAME], residing at
6145 Garraway Circle, Ocean Springs MS 39564
[YOUR FULL ADDRESS], hereby appoint Margaret Victoria Lee of
6145 Garraway Circle, Ocean Springs
MS 39564, as my Attorney-in-Fact ("Agent").

If my Agent is unable to serve for any reason, I designate
Lancee A. Lee of 12521 Brentford St
Ocean Springs, MS 39564, as my successor
Agent.

I hereby revoke any and all general powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions.
 - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
 - b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
 - c. Have access to any safe deposit box that I might own, including its contents.
2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
3. Purchase and/or maintain insurance, including life insurance upon my life or the life of any other appropriate person.
4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

5. Enter into binding contracts on my behalf.
6. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, or other investments.
7. Maintain and/or operate any business that I may own.
8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.
9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.
10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:
 - a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.
 - b. Obtain information or documents from any government or its agencies, and negotiate, compromise, or settle any matter with such government or agency (including tax matters).
 - c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including military and social security benefits).
- ~~11. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving. However, my Agent may not make gifts of my property to the Agent. I appoint _____ of _____ as my substitute Agent for the sole purpose of making gifts of my property to my Agent, as appropriate.~~
12. Transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.
13. Disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, and (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated 28 April, 2006 at BarnesSouth

YOUR SIGNATURE:

Robert Emmett Lee

YOUR PRINTED FULL LEGAL NAME:

Robert Emmett Lee

WITNESS' SIGNATURE:

Teresa L. Lee

WITNESS' PRINTED FULL LEGAL NAME:

TERESA L. LEE

WITNESS' SIGNATURE:

Jettie Ozburn

WITNESS' PRINTED FULL LEGAL NAME:

Jettie OZBURN

Acknowledgement:

STATE OF Mississippi

COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 28th day of April, 2006 by BarnesSouth [YOUR FULL LEGAL NAME], who is personally known to me or who has produced MSDL as identification.

Monica L. Curtis
Signature of person taking acknowledgment
Monica L. Curtis
Name typed, printed, or stamped
Notary Public
Notary Commission Expires: DEC 15, 2007

Serial number (if applicable)

This document was prepared by:

Name: _____
Address: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT

HIGHLAND CEMETERY

For and in consideration of the sum of TWENTY-FIVE AND NO/100 Dollars (\$25.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto MRS. R. E. LEE subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

ALL OF

Lot Number: 9 Section Number: 7
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) grave space(s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of September, 1992.

ATTEST:

Clarice Wansley
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Gar
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, J. Ed Morgan and Clarice Wansley Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of September, 1992.

My Commission Expires:

My Commission Expires September 24, 1995.

Bettye D. Matt
NOTARY PUBLIC

Mr. Robert Emmett Lee, 6145 Garraway Circle, Ocean Springs, Ms 39564

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT

HIGHLAND CEMETERY

For and in consideration of the sum of TWENTY-FIVE AND NO/100 Dollars (\$25.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto MRS. R. E. LEE subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

ALL OF

Lot Number: 9 Section Number: 2
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) grave space(s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of September, 1992.

ATTEST:

Clarice Wansley
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, J. Ed Morgan and Clarice Wansley Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of September, 1992.

My Commission Expires:

My Commission Expires September 24, 1995.

Buttye E. Matt
NOTARY PUBLIC

DEED TO CEMETERY LOT
HIGHLAND CEMETERY
HATTIESBURG, MISS.

THE STATE OF MISSISSIPPI,
County of Forrest
City of Hattiesburg.

M. B. I.
Page 584
16th July 1925
Commission Expires Dec 7 1929

In consideration of Twenty-five Dollars Dollars paid to the City of Hattiesburg, in said County and State, I convey unto Mrs. R. E. Lee

Lot No. 18 in Section 4 according to the Cemetery Survey of said City, in Highland Cemetery, but the grantee shall not sell or convey this Lot without a written permit from the Mayor and Board of Commissioners.

Given under my hand this the 16th day of July 1925

Buttye E. Matt
Mayor of the City of Hattiesburg, Mississippi.

THE STATE OF MISSISSIPPI,
County of Forrest,
City of Hattiesburg.

Personally appeared before me, the undersigned authority, in and for the City of Hattiesburg of the County of Forrest, the within named B.D. Moore Mayor of Hattiesburg, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of the City of Hattiesburg.

Given under my hand and official seal, this the 16th day of July, 1992.

[Signature]
CLERK OF THE CITY

7-9

SECTION 7
LOT 9
R.E. Lee

SECTION 7

1 open	2 Robert E Lee 12-29-1890 3-2-1925	3 Ms. Robert E Lee (Rada H.) unknown 3-16-1907 12-11-1958 B. V. Family 9-15-92	4 open
5 open	6 open	7 open	8 Tree

SECTION 4 13500 8-27-40 HIGHLAND SECTION 7
LOT 18 MBR 362 W

1 William R. Evans 1957	2 Sara E. Evans 1940	3 Winona W. Osteen 1962	4 open
5 Robert T. Myers 1973	6 Isabella J. Myers 1984	7 open	8 open

OK

OK



City of Hattiesburg, MS

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

Master

File Number: 2013-0065

File ID: 2013-0065

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: Sale of grave spaces

Final Action:

Minute Book Number: MB2013-53

Title:

Approve sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Feb 2013 Memo, Feb 2013 Cemetery Receipts, Feb 2013 Deeds, Executed deeds 2.19.13

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013					

Text of Legislative File 2013-0065

Title

Approve sale of grave spaces, per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: February 19, 2013

RE: Grave Sells

The following represent the grave sells from January 29, 2012 through February 9, 2012:

Ann Burkett, Maggie Pace and George Pace
(3) spaces \$525.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 56, Section 35, Highland Cemetery
Southeast Quarter (SE1/4)
Lot 51, Section 35, Highland Cemetery

Phyllis Walker Jackson
(1) space \$175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 35, Section 30, Highland Cemetery

Charles Ray Crosby
(1) space \$175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 77, Section 34, Highland Cemetery

David and Sara Ann Owen
(8) spaces \$1400.00
Lot 78, Section 36, Highland Cemetery

Charlie and Betty Jacobs
(2) spaces \$350.00
Northwest Quarter (NW1/4)
Lot 43, Section 36, Highland Cemetery

Charlie and Betty Jacobs
(6) spaces \$1050.00
East Half (E1/2) and Southwest Quarter (SW1/4)
Lot 43, Section 36, Highland Cemetery

Ceola Murphy
(1) space \$175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)
Lot 55, Section 34, Highland Cemetery

Tanesha Moye

(1) space \$175.00

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot 97, Section 37, Highland Cemetery

Robert Grace

(1) space \$150.00

East Half (E1/2) of the Southeast Quarter (SE1/4)

Lot 81, Section 1, South Hill Cemetery

Mary Lindsey

(1) space \$150.00

East Half (E1/2) of the Northwest Quarter (NW1/4)

Lot 115, Section 2, South Hill Cemetery

Linda Carolyn Carter

(1) space \$150.00

West Half (W1/2) of the Southeast Quarter (SE1/4)

Lot 127, Section 1, South Hill Cemetery

Betty Dwight and Jackie Outley

(6) spaces \$900.00

Northwest Quarter (NW1/4)

Southwest Quarter (SW1/4)

Southeast Quarter (SE1/4)

Lot 75, Section 2, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 1-29-2013

SOLD TO:

~~Mr. Mrs. Miss~~

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

and N NE 1/4 Lot No. 56

Section No. 35

in

Highland

Cemetery

Number of grave spaces 3

Price per grave space \$ 175.00

Price Received \$ 525.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Adalyn K. Hinton
Supt. of City Cemeteries

mail to:

Sylvia Walker

54 Dazetown Rd

Ellisville, MS 39437

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-1-2013

SOLD TO:

~~Mr. Mrs. Miss~~

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N NE 1/4 Lot No. 35

Section No. 30

in

Highland

Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Adalyn K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-1-2013

SOLD TO:

~~Mr. Mrs. Miss~~

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S NE 1/4 Lot No. 77

Section No. 34

in

Highland

Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Adalyn K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-4- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 Lot No. 78 Section No. 36 in Highland Cemetery

Number of grave spaces 8

Price per grave space \$ 175.00

Price Received \$

1400.00
check 1603

CITY OF HATTIESBURG, MISSISSIPPI

By

Nadalyo K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-5- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 Lot No. 43 Section No. 36 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00
check 3604

CITY OF HATTIESBURG, MISSISSIPPI

By

Nadalyo K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-7- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 43 Section No. 36 in Highland Cemetery

Number of grave spaces 6

Price per grave space \$ 175.00

Price Received \$

1050.00
check 2608

CITY OF HATTIESBURG, MISSISSIPPI

By

Nadalyo K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.

2-8- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 55

Section No. 34

in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Malvin K. Hinton
Supt. of City Cemeteries

check 10117

Mail to:

PO Box 245
Hattiesburg, MS 39403

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.

2-9- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 97

Section No. 37

in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Malvin K. Hinton
Supt. of City Cemeteries

check 6034

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

1-29- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1/4 Lot No. 81

Section No. 1

in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Malvin K. Hinton
Supt. of City Cemeteries

check 10004

Mail to Rd **CITY OF HATTIESBURG**
203 Ralston **PURCHASE OF CEMETERY GRAVE SPACES**
Hattiesburg Ms 39401

Hattiesburg, Miss., 2-1 2013

SOLD TO:

Mr. Mrs. Miss Mary Lindsey

ADDRESS 839 2nd St Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 115 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150⁰⁰

Price Received \$ 150⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H Williams
Supt. of City Cemeteries

Mail to: Laverne A Carter **CITY OF HATTIESBURG**
370 Concord Drive **PURCHASE OF CEMETERY GRAVE SPACES**
Clinton, MS 39056

Hattiesburg, Miss., 2-1- 2013

SOLD TO:

Mr. Mrs. Miss Linda Carolyn Carter

ADDRESS 622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 127 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150⁰⁰

Price Received \$ 150⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Malcolm K Horton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-6 2013

SOLD TO:

Mr. Mrs. Miss Betty Dwight and Jackie Outley

ADDRESS 1004 Spencer St. Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/4 NW $\frac{1}{4}$ Lot No. 75 Section No. 2 in South Hill Cemetery

Number of grave spaces 6 Price per grave space \$ 150⁰⁰

Price Received \$ 900⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

11.11.13

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)
**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ann Burkett, Maggie Pace and George Pace, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 56 Section 35

and

Southeast Quarter(SE1/4)

Lot 51 Section 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Phyllis Walker Jackson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4).

Lot Number: 35

Section Number: 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles Ray Crosby, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 77

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David and Sara Ann Owen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 78

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
 eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charlie and Betty Jacobs, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW1/4)

Lot Number 43 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February , 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars (\$1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charlie and Betty Jacobs, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

And

Southwest Quarter(SW 1/4)

Lot 43 Section 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
 six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ceola Murphy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 55

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tanesha Moye, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 97

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Lindsey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E $\frac{1}{2}$)
of the
Northwest Quarter (NW $\frac{1}{4}$)

Lot Number: 115 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert Grace, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Southeast Quarter (SE¼)

Lot Number: 81 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda Carolyn Carter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W $\frac{1}{2}$)
of the
Southeast Quarter (SE $\frac{1}{4}$)

Lot Number: 127 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.
My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of NINE HUNDRED FIFTY AND NO/100 Dollars (\$900.00) cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Betty Dwight and Jackie Outley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Southwest Quarter (NW 1/4)

Southeast Quarter (SE 1/4)

Lot Number : 75

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing

Six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 97th day of February, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ann Burkett, Maggie Pace and George Pace, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 56 Section 35

and

Southeast Quarter(SE1/4)

Lot 51 Section 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

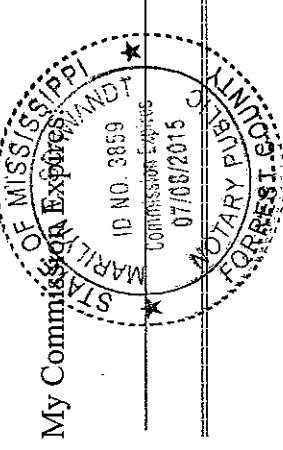
(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.



Marlyn T. Schwartz
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Phyllis Walker Jackson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 35

Section Number: 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the

Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

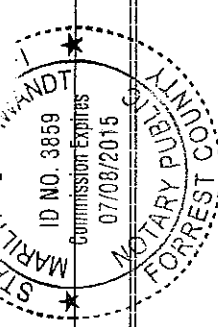
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires:

Marvin T. Schumacher
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles Ray Crosby, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 77

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

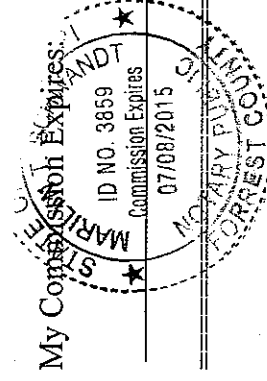
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.



Marvin T. Schmitt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David and Sara Ann Owen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 78

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

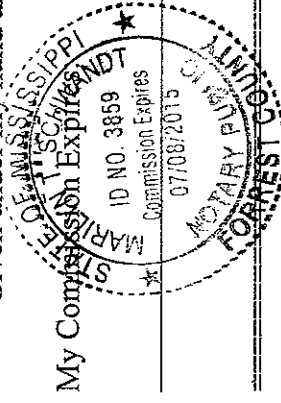
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.



Marlyn T. Schmitt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charlie and Betty Jacobs, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW1/4)

Lot Number 43 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

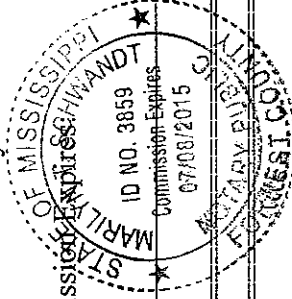
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires



Mark L. DuFree
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars (\$1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charlie and Betty Jacobs, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

And

Southwest Quarter(SW 1/4)

Lot 43 Section 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
 six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

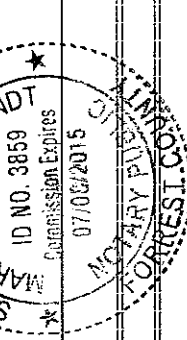
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February 2013.

My Commission Expires

Maury T. DeLuna
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ceola Murphy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 55

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

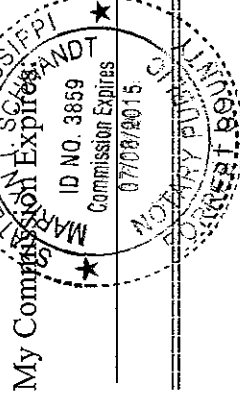
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.



Marie T. Schmitt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tanesha Moye, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 97

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

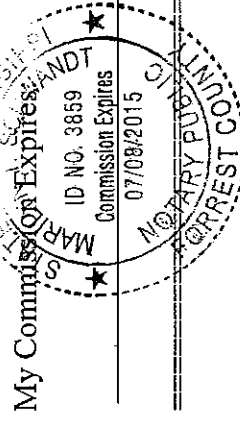
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.



Mary T. Schwartz
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert Grace, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E $\frac{1}{2}$)
of the
Southeast Quarter (SE $\frac{1}{4}$)

Lot Number: 81 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. DuPree
CITY CLERK

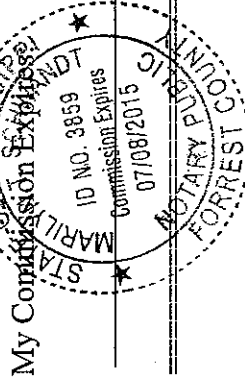
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.



Marlyn T. Schumacher
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Lindsey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Northwest Quarter (NW¼)

Lot Number: 115

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. DuPree
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

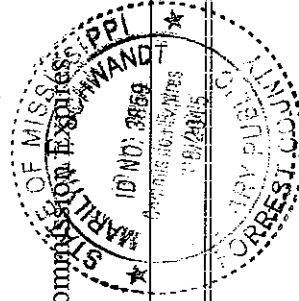
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Commission Expires



Mary T. Schuler
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT SOUTH HILL CEMETERY

For and in consideration of the sum of NINE HUNDRED FIFTY AND NO/100 Dollars (\$900.00) cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Betty Dwight and Jackie Outley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW1/4)

Southwest Quarter (NW1/4)

Southeast Quarter (SE 1/4)

Lot Number : 75

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

Henry J. Baker
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

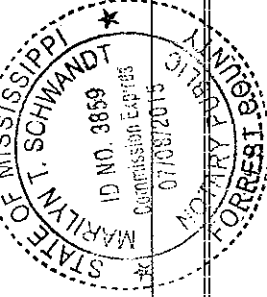
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 97th day of February, 2013.

My Commission Expires:



Marilyn T. Schwandt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda Carolyn Carter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W $\frac{1}{2}$)

of the

Southeast Quarter (SE $\frac{1}{4}$)

Lot Number: 127

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of February, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

James J. Myers
MAYOR

(S E A L)

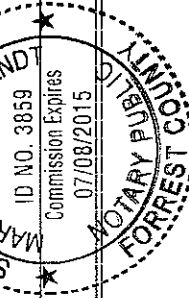
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of February, 2013.

My Comm. Expires:

Marlyn L. Schmitt
NOTARY PUBLIC





City of Hattiesburg, MS

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

Master

File Number: 2013-0060

File ID: 2013-0060

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/05/2013

Brief Title: Privilege License Report for January 2013.

Final Action:

Minute Book Number: MB2013-53

Title:

Acknowledge receipt of Privilege License Report for the month of January 2013, from the Tax Deaprtment, as per recommendation.

Notes:

Sponsors:

Enactment Date:

Attachments: Jan 2013 New PL, Jan 2013 Renew PL

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013					

Text of Legislative File 2013-0060

Title

Acknowledge receipt of Privilege License Report for the month of January 2013, from the Tax Deaprtment, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130015	20.00		ISAAC DMITRI GROUP, LLC 204 SHADOW WOOD DRIVE HATTIESBURG, MS 39404
0130044	20.00		ACCENTS LLC 11 OFFICE PARK DR., STE 60 HATTIESBURG, MS 39402
0130058	20.00		ANOINTED DESIGNS BY GEORGIA 1002 INEZ ST. HATTIESBURG, MS 39401
0130059	20.00		BUILD RETAIL INC 103 GANNAWAY DR JAMESTOWN, NC 27282
0130061	20.00		GO FIT CLUB, LLC 35 CARAL DR. HATTIESBURG, MS 39402
0130070	20.00		PKC CONSTRUCTION CO 520 WEST 103RD ST., #299 KANSAS CITY, MO 64114
0130076	20.00		MAY & MAY REPAIR SHOP 911 BOUIE ST. HATTIESBURG, MS 39401
0130078	30.00		BREWSKY'S 3818 W. 4TH ST. HATTIESBURG, MS 39402
0130085	30.00		RIO GRANDE AUTH. MEXICAN REST. LLC 153 TURTLE CREEK DR HATTIESBURG, MS 39402
0130099	126.00		GROVE TRANSPORTATION 1721 HARDY ST HATTIESBURG, MS 39401
0130101	20.00		BRIAN JONES GLOBAL, LLC 1707 LINCOLN ROAD, STE A & B HATTIESBURG, MS 39402
0130106	20.00		CABLEWORKS, INC 500 CAMPBELL LOOP, STE 10 HATTIESBURG, MS 39401
0130107	20.00		ELDER DRAGON GAMES 2621 LINCOLN RD HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130121	20.00		A KUT ABOVE THE REST 102 N 38TH AVE. STE D HATTIESBURG, MS 39402
0130127	30.00		EXQUISITEZ SALON & CUTZ 334 N. 25TH AVE., STE A HATTIESBURG, MS 39401
0130129	30.00		LIBERTY TAX SERVICE 560 WEATHERSBY ROAD, STE 100 COLUMBIA, MS 39429
0130130	20.00		YOUNG CONSTRUCTION, LLC 411 JOHNSTONE DR MADISON, MS 39110
0130135	30.00		SUNRISE ROOFING INC 448 BENT FARM ROAD STONEVILLE, NC 27048
0130148	20.00		SPEEDY PAWS-DOG WALKING/PET 2300 LINCOLN ROAD, #106 HATTIESBURG, MS 39402
0130151	20.00		PRIME RETAIL SERVICES, INC 3617 SOUTHLAND DRIVE, STE A FLOWERY BRANCH, GA 30542
0130167	32.50		TOYS R US 1000 TURTLE CREEK DRIVE #75 WAYNE, NJ 07470

21	588.50	.00	

164 16,108.50 382.20

Total Collection For January

New Licenses	588.50
Renewed Licenses	16,108.50
Penalties	382.20
Grand Total	17,079.20

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130002	600.00		SOUTHERN PAWN, INC. 201 S. 40TH AVE. HATTIESBURG, MS 39402
0130003	20.00		MCB'S 6555 HWY 98 W SUITE 18 HATTIESBURG, MS 39402
0130004	20.00		BOBBY'S MUFFLER & BRAKE SHOP 806 E. 63RD ST. HATTIESBURG, MS 39401
0130005	40.00		STRICKLAND FURNITURE INC. 6431 H/W 49 N. HATTIESBURG, MS 39401
0130006	20.00		MONEY NOW 1100 HARDY ST. STE #20 MERIDIAN, MS 39302
0130007	129.00		THE FIRST A NATIONAL BANKING ASSOC. 6480 US HWY 98 HATTIESBURG, MS 39404
0130008	45.00		REDBOX AUTOMATED RETAIL LLC 1909 HARDY ST OAKBROOK TERRACE, IL 60181
0130009	45.00		REDBOX AUTOMATED RETAIL LLC 5021 HWY 42 OAKWOOD TERRACE, IL 60181
0130010	54.00		MOTEL 6 #235 6508 US HWY 49 CARROLTON, TX 75011
0130011	30.00		APRIA HEALTHCARE, INC 5912 HWY 49 SUITE C-1 LAKE FOREST, CA 92609
0130012	20.00		BIJOU HAIR BRAIDING 1000 S 17TH AVE., STE 5 HATTIESBURG, MS 39401
0130013	20.00		WAGON WHEEL VIDEO 5693 U S 49 S HATTIEBURG, MS 39401
0130014	30.00		A & A HOME HEALTH EQUIPMENT, INC. 1608 BROADWAY DR. STE 30 GREENVILLE, MS 38703

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130016	20.00		BOOTH'S AUTO REPAIR 710 BOUIE ST. HATTIESBURG, MS 39401
0130017	600.00		CITY PAWN SHOP INC 211 MOBILE ST HATTIESBURG, MS 39403
0130018	80.00		EASY REACH BRUSH, INC. 32 RASPBERRY LANE PETAL, MS 39465
0130019	30.00		POPEYES #11 5900 HWY 49S HATTIESBURG, MS 39401
0130020	20.00		B LINE ARTWORKS 612 WOODLAND HILL DRIVE HATTIESBURG, MS 39402
0130021	25.00		GIGGLES 6555 US HWY 98, SUITE 17 HATTIESBURG, MS 39401
0130022	30.00		BAYMONT INN & SUITES 123 PLAZA DRIVE HATTIESBURG, MS 39402
0130023	20.00		ORECK OF HATTIESBURG 5064 HARDY ST. STE. 10 HATTIESBURG, MS 39404
0130024	30.00		NOBLES CONTRACTING LLC 105 BAYBERRY LOOP S HATTIESBURG, MS 39402
0130025	30.00		MEADOWS ELECTRICAL CONTRACTING, INC 319 SOUTH SAGE AVE, MOBILE AL MOBILE, AL 36606
0130026	20.00		TOWNSEND BROTHERS INC 90 DELK ROAD HATTIESBURG, MS 39401
0130027	20.00		JEFFERSON SPRINKLER 1903 HANCOCK STREET GRETN, LA 70054
0130028	20.00	5.80	SOUTHERN STYLES SALON 340 N. 25TH AVENUE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130029	20.00	3.40	SOUTHERN STYLES SALON 340 N. 25TH AVENUE HATTIESBURG, MS 39401
0130030	20.00		WATKINS AUTO SALES 1532 N. MAIN PETAL, MS 39465
0130031	30.00		BROADWAY MOTORS 1920 WEST PINE ST. SUMRALL, MS 39482
0130032	20.00		SOUTHGATE REALTY, LLC 1700 S 28TH AVE, STE C HATTIESBURG, MS 39404
0130033	20.00		WEST CHIROPRACTIC CLINIC 4700 W. HARDY ST SUITE M HATTIESBURG, MS 39402
0130034	30.00		BUDGET INN 6574 U.S. HWY 49 N. HATTIESBURG, MS 39401
0130035	20.00		FREEMAN'S ARTS & CRAFTS 244 OLD AIRPORT RD. HATTIESBURG, MS 39401
0130036	20.00		SUMRALL'S AIR CONTROL SERVICE 91-A ROGERS ROAD HATTIESBURG, MS 39401
0130037	150.00		ALTER TRADING CORP. 600 EAST 6TH ST. WEBSTER, NY 14580
0130038	20.00		SUBWAY SANDWICH SHOP OF HATTIESBURG 300 SOUTH 25TH AVENUE HATTIESBURG, MS 39401
0130039	20.00		MORGAN EXTERMINATING CO. W. 4TH ST. EXT. HATTIESBURG, MS 39404
0130040	20.00		MCCLESKEY ASSOCIATES/ARCHITECT, PLLC 103 PATTON AVE. HATTIESBURG, MS 39401
0130041	20.00		LIBERTY TAX SERVICE 1000 BROADWAY DRIVE SUITE 40 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130042	80.00		F-S PRESTRESS, LLC. 7284 US HWY 49 N. HATTIESBURG, MS 39404
0130043	30.00		NAILS SQUARE 1000 TURTLE CREEK DR. SPACE 520 HATTIESBURG, MS 39402
0130045	120.00		MAC'S CONSTRUCTION 6555 US HWY 98 SUITE#13 HATTIESBURG, MS 39404
0130046	30.00		OAK GROVE HEATING & AIR INC. 2855 OAK GROVE ROAD HATTISBURG, MS 39402
0130047	20.00		VFP FIRE SYSTEMS, INC. 301 YORK AVENUE (NEW ADDRESS) ST. PAUL, MN 55130
0130048	20.00		SOUTH MS PRIMARY CARE 101 ASBURY CIRCLE HATTIESBURG, MS 39402
0130049	20.00		T SHIRT AND HANDBAG MANIA 1000 TURTLE CREEK HATTIESBURG, MS 39402
0130050	80.00		CONSOLIDATED CONVERTING SERVICES 5372 HIGHWAY 42 HATTIESBURG, MS 39401
0130051	30.00		METHODIST ORTHOTICS & PROSTHETICS 107 FAIRFIELD DRIVE, SUITE 10 JACKSON, MS 39216
0130052	30.00		SONIC DRIVE IN 6872 HWY 49 RIDGELAND, MS 39158
0130053	20.00		T MICHAEL REED 612 NORTH MAIN STREET HATTIESBURG, MS 39403
0130055	20.00		GNT JANITORIAL SERVICES 1002 INEZ ST HATTIESBURG, MS 39401
0130056	20.00		CHARLEY'S GRILLED SUBS 1000 TURTLE CREEK DRIVE, SUITE 310 HOMWOOD, AL 35209

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130057	80.00		HATTIESBURG PAPER COMPANY, LLC #1 W.L. RUNNELS DR. GREEN BAY, WI 54307
0130060	20.00		LEGGETT'S BARBER SHOP 546 DAWSON RD. HATTIESBURG, MS 39401
0130062	20.00		LEE'S NAILS 4600 HARDY STREET, SUITE 7 HATTIESBURG, MS 39401
0130063	45.00		ST JAMES WRIGHT V.F.W. 108 MARKET ST HATTIESBURG, MS 39401
0130064	1,840.00		LOWE'S OF HATTIESBURG #537 6004 US HWY 98 MOORESVILLE, NC 28117
0130065	30.00		THE PERSONAL GROWTH CENTER 1003 W. PINE ST HATTIESBURG, MS 39401
0130066	30.00	3.60	DISABILITY CLAIMS PROFESSIONALS INC 6158 HWY 49 STE 7 HATTIESBURG, MS 39404
0130067	20.00		ADVANCED CARPET CARE & RESTORATION, 6413 HWY 98 PURVIS, MS 39475
0130068	20.00		JACKSON HEWITT TAX SERVICE 3801 W. 4TH STREET HATTIESBURG, MS 39401
0130069	20.00		FLOWERS N THINGS FLORIST 500 KATIE AVENUE SUITE C HATTIESBURG, MS 39401
0130071	20.00		RAC ACCEPTANCE #05947 4700 J HARDY ST PLANO, TX 75024
0130072	20.00		BLACKWELL PLUMBING 620 S 28TH AVE #504 HATTIESBURG, MS 39402
0130073	20.00		EDWARDS STREET COIN OPERATED LAUND. 1807 EDWARDS STREET PETAL, MS 39465

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130074	20.00	4.20	ADVANTAGE TAX & PRINTING SERVICE 2407 W 4TH ST WAYNESBORO, MS 39401
0130075	20.00		ADVANTAGE TAX & PRINTING SERVICE 2407 W 4TH ST WAYNESBORO, MS 39401
0130077	20.00	2.20	YACHAD TRANSPORT SERVICES LL 8 PARK PLACE STE 325N HATTIESBURG, MS 39401
0130079	42.00		HEALTHCARE SERVICES OF MS INC. 934 BROADWAY DRIVE SUITE 20 ORLANDO, FL 32804
0130080	30.00		YORK & COCKERHAM 1421 SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0130081	30.00		RARE DESIGN 127 A BUSCHMAN ST HATTIESBURG, MS 39401
0130082	20.00		C & M AUTO SALES, LLC 5597 HWY 42 STE A PETAL, MS 39465
0130083	1,566.00		DUFF AMUSEMENT CO, INC. 5194 HWY 49 S HATTIESBURG, MS 39401
0130084	30.00	3.30	ESSCO HEATING & A/C 1502 MAIN STREET HATTIESBURG, MS 39403
0130086	92.50		NEWPOINTE PHARMACY 6555 HWY 98 WEST, SUITE 6 HATTIESBURG, MS 39402
0130087	20.00		GOLDEN EAGLE SELF STORAGE 6497 HIGHWAY 98 GULFPORT, MS 39505
0130088	300.00		NEWELL PAPER CO./HATTIESBURG 5192 HWY 42 HATTIESBURG, MS 39403
0130089	45.00		HAVARD PEST CONTROL, INC. 5268 HWY 42 BYPASS HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130090	30.00	6.30	LAW OFFICE OF SUSAN K. STEADMAN PLLC 522 MAIN ST. HATTIESBURG, MS 39403
0130091	30.00		LAW OFFICE OF SUSAN K. STEADMAN PLLC 522 MAIN ST. HATTIESBURG, MS 39403
0130092	30.00		JOHN PACE BANK REPO & AS IS AUTO 2812 EDWARDS ST. SUMRALL, MS 39482
0130093	63.00		IMMEDIATE CARE OF HATTIESBURG 105 THORNHILL DR HATTIESBURG, MS 39401
0130094	30.00		HARRISON FINANCE COMPANY 4600 HARDY STREET, SUITE 18 HATTIESBURG, MS 39402
0130095	20.00	2.20	H C SECURITY 107 CITY PARK CIRCLE HATTIESBURG, MS 39401
0130096	30.00		MINOR CARE CLINIC 222 SOUTH 27TH AVE. HATTIESBURG, MS 39403
0130097	30.00		HARRIS, HUEL 1014 S. 28TH AVE. HATTIESBURG, MS 39402
0130098	20.00		FLANAGAN ELECTRIC SERVICE P. O. BOX 15033 HATTIESBURG, MS 39402
0130100	66.00		BRADY ELECTRIC, INC 806 MONTERREY LANE LAUREL, MS 39440
0130102	20.00		BLACKSTOCK ELECTRIC 31 COUNTRY CLUB LN HATTIESBURG, MS 39402
0130103	600.00		AMERICAN PAWN AND JEWELRY 1316 W. PINE ST. HATTIESBURG, MS 39401
0130104	20.00		FIXRITE HOME REPAIR LLC 104 CARRIE RD. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130105	20.00	2.20	MILDRED MADDOX REAL ESTATE 1331 N MAIN ST HATTIESBURG, MS 39404
0130108	20.00		ANGEL ACADEMY LEARNING CENTER 6080 HWY 49 S HATTIESBURG, MS 39401
0130109	20.00		HMP NURSING SERVICES, INC. 124 WALNUT STREET HATTIESBURG, MS 39401
0130110	30.00		GARDNER LAW FIRM HATTIESBURG P.C. 709 HARDY ST. HATTIESBURG,, MS 39401
0130111	45.00	5.85	TOPHER'S ROCK N ROLL GRILL 5252 OLD HWY 11 HATTIESBURG, MS 39401
0130112	20.00		CARROLL JEWELRY CO. 3702-3 HARDY ST. UNIVERSITY MALL HATTIESBURG, MS 39402
0130113	20.00		EXQUISITE NAILS 4700 HARDY ST. STE S HATTIESBURG, MS 39401
0130114	600.00		PAWN SHOP PLUS 1910 W PINE ST. HATTIESBURG, MS 39403
0130115	150.00		RANDY PRICE & CO. 6156 HWY 98 WEST HATTIESBURG, MS 39402
0130116	440.00		UNITED APPAREL LIQUIDATORS, INC. 1829 HARDY ST. HATTIESBURG, MS 39401
0130117	54.00	5.94	COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103
0130118	90.00	9.90	COMCAST OF SOUTHERN MISSISSIPPI, INC 2100 LINCOLN RD PHILADELPHIA, PA 19103
0130119	30.00		R & J CONSTRUCTION INC. 1637 HWY 184 EAST LAUREL, MS 39443

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130120	20.00		HAIR CREATIONS 1605 ADELINE STREET HATTIESBURG, MS 39401
0130122	200.00	26.00	PINE BELT INDUSTRIAL SUPPLY 1406 CORINNE STREET HATTIESBURG, MS 39401
0130123	20.00		PROVISION LIVING AT HATTIESBURG 217 METHODIST BLVD. ST LOUIS, MO 63131
0130124	30.00		JEFCOAT FENCE COMPANY INC OF H'BURG 5328 HWY 42 PEARL, MS 39288
0130125	20.00		JOHN W. LEE, JR., ATTORNEY 119 HARDY ST. HATTIESBURG, MS 39403
0130126	30.00		THE KOERBER COMPANY, P.A. 103 MADISON PLAZA HATTIESBURG, MS 39404
0130128	20.00		FYR-FYTER SALES-SERVICE, INC. 608 SOUTH BROAD STREET MOBILE, AL 36603
0130131	30.00		GEOCON LABORATORIES, INC. 104 NORTH 12TH AVE. HATTIESBURG, MS 39404
0130132	20.00		CADILLAC CORNER 1600 E HARDY STREET HATTIESBURG, MS 39401
0130133	20.00		LUCKETT LAND TITLE, INC. 6555 HWY 98 WEST STE 3 JACKSON, MS 39216
0130134	81.00	8.91	LAQUINTA INN 6563 HWY 49 HATTIESBURG, MS HACIENDA HEIGHTS, CA 91745
0130136	20.00		OCCASIONS 4356 LINCOLN ROAD EXTENSION STE 20 HATTIESBURG, MS 39402
0130137	20.00		SHINE ON FLOORS 423 S 12TH AVE. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130138	30.00		RYAN MOTORS INC. 1501 W. PINE ST. HATTIESBURG, MS 39403
0130139	20.00		SURETURN, LLC DBA H & R BLOCK 5040 HARDY ST. STE 10 PURVIS, MS 39475
0130140	20.00		AMERICAN STEEL LINE BUILDING SUPPLY 5689 US HWY 49 SOUTH HATTIESBURG, MS 39401
0130141	20.00		RILEY, JACK 612 NORTH MAIN ST. STE 100 HATTIESBURG, MS 39403
0130142	30.00		BURGER KING #1695 806 BROADWAY DR. NEW ORLEANS, LA 70174
0130143	36.00		MOORE FUNERAL HOME INC. 805 HARDY ST. HATTIESBURG, MS 39401
0130144	20.00		SHEILA HAVARD SMALLWOOD 612 NORTH MAIN ST PETAL, MS 39465
0130145	20.00		MARTIN HEATING & COOLING, LLC 318 GOLF COURSE ROAD MENDENHALL, MS 39114
0130146	20.00		BILL'S PLUMBING COMPANY 1188 MACEDONIA ROAD PETAL, MS 39465
0130147	20.00		CELLULAR SALES 2604 HARDY STREET KNOXVILLE, TN 37919
0130149	230.00	115.00	TOM'S SNACK COMPANY 184 RAWLS SPRINGS LOOP ROAD HATTIESBURG, MS 39404
0130150	230.00		TOM'S SNACK COMPANY 184 RAWLS SPRINGS LOOP ROAD HATTIESBURG, MS 39404
0130152	20.00		KEVIN M. PASSER, M.D., P.A. 5317-4 OLD HWY 11 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130153	150.00		CRACKER BARREL OLD CRTY STORE INC. 6659 US HWY 49 LEBANON, TN 37088
0130154	60.00		KRYSTAL COMPANY 6635 HWY 49 N. CHATTANOOGA, TN 37402
0130155	40.00		LIVING SPACES HOMESTORE 6190 HWY 98 STARKVILLE, MS 39760
0130156	20.00		UNCLE BOB'S MANAGEMENT LLC #808 2033 OAK GROVE ROAD WILLIAMSVILLE, NY 14221
0130157	20.00		GET SOME INK TATTOO 6204 HWY 49N HATTIESBURG, MS 39401
0130158	20.00		NORRIS, LARRY 101 FERGUSON ST. HATTIESBURG, MS 39403
0130159	20.00		VETERINARY ASSOCIATES OF HATTIESBUR 1907 BROADWAY DR. HATTIESBURG, MS 39402
0130160	20.00		908 PLACE 908 HARDY ST HATTIESBURG, MS 39401
0130161	30.00		POPEYES #35 5034 US HWY 98 HATTIESBURG, MS 39401
0130162	30.00		P.J.'S HAIR SALON 3420 HARDY ST. HATTIESBURG, MS 39402
0130163	30.00		QUALITY INN 6511 HWY 49 NORTH HATTIESBURG, MS 39401
0130164	20.00		SUPER 8 MOTEL / SHRIJI, INC. 6529 HWY 49N HATTIESBURG, MS 39401
0130165	20.00		BELTONE HEARING CENTER 105 N 40TH AVE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130166	20.00		SOUTHERN OAKS HOUSE AND GARDEN LLC 1246 RICHBURG RD. HATTIESBURG, MS 39402
0130168	1,460.00	160.60	ACADEMY SPORTS & OUTDOORS #108 6173 U S HWY 98 KATY, TX 77449
0130169	20.00		ALLEY RENTAL MINI WAREHOUSE 119 WEST RED ST. HATTIESBURG, MS 39401
0130170	20.00		HUB CITY LAUNDRY SERVICE 528 N 38TH AVE HATTIESBURG, MS 39402
0130171	30.00		TOUCHSTONE MOTOR SALES, INC. 1801 CORINNE ST. HATTIESBURG, MS 39401
0130172	200.00		AUTOZONE #590 6114 US HWY 98 MEMPHIS, TN 38101
0130173	2,445.00		ENTERPRISE RENT A CAR 410 BROADWAY DR. BRANDON, MS 39042
0130174	20.00		MORRIS BART & ASSOCIATES, APLC #6 PLAZA DRIVE HATTIESBURG, MS NEW ORLEANS, LA 70112
0130175	20.00		PETER'S PO-BOY 715 BROADWAY DRIVE HATTIESBURG, MS 39401
0130176	20.00	8.00	JACKSON BEAUTY & BARBER 700 HALL AVENUE HATTIESBURG, MS 39401
0130177	20.00	5.60	JACKSON BEAUTY & BARBER 700 HALL AVENUE HATTIESBURG, MS 39401
0130178	20.00	3.20	JACKSON BEAUTY & BARBER 700 HALL AVENUE HATTIESBURG, MS 39401
0130179	20.00		BARHAM HEATING & AIR 4293 OLD HWY 11, PURVIS, MS HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
January 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130180	20.00		BARHAM'S ELECTRICAL CO. 4293 OLD HWY 11, PURVIS, MS HATTIESBURG, MS 39401
0130181	20.00		DAVID ALLEN GOLF SHOP 61 CLASSIC DRIVE HATTIESBURG, MS 39402
0130182	20.00		CLICK BOUTIQUE & GALLERY 138 EAST FRONT STREET HATTIESBURG, MS 39401
0130183	30.00		HEIDELBERG LAW FIRM, PLLC 301 W. PINE ST. HATTIESBURG, MS 39403
0130184	20.00		BROWN LAWN SERVICE 252 CYPRESS AVE HATTIESBURG, MS 39401
0130185	20.00		DAVID M. COX, INC. 10 98 PLACE BOULEVARD HATTIESBURG, MS 39402
0130186	20.00		LA MEXICANA 5224 HWY 42 UNIT II HATTIESBURG, MS 39401
0130187	20.00		CHINA EXPRESS 5912 US HWY 49, SUITE FC3 HATTIESBURG, MS 39402



City of Hattiesburg, MS

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

Master

File Number: 2013-0070

File ID: 2013-0070

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2013-53

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Manual Check Supporting Docs

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013					

Text of Legislative File 2013-0070

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: February 12, 2013

The following request for payment is being submitted for approval during the City Council's February 19, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Breakthrough Community Services
Activity:	Rehabilitation/Homebuyer
Program:	HOME - CHDO
Project Site:	506 Hall Ave.
Amount Requested:	\$8,000.00
Purpose of Request:	Draw #7
Work Provided by:	J&J Construction

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	HOME
Project Site:	309 N 21 st Ave
Amount Requested:	\$491.55
Purpose of Request:	Lead Inspection
Work Provided by:	Bonner Analytical



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Acquisition Rehab	506 Hall Avenue	07	January 28, 2013

Quantity	Description	Unit Price	Total
1	Draw for work completed: plumbing, labor, and materials (see attached)	1	8,000
			\$8,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

02-07-13A09:50 RCVD

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 51612

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	
01/28/13			Origin			
Purchase Order Number		Order Date	Sales Person		Our Order Number	
		01/28/13				
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD BASED PAINT INSPECTION	491.55	491.55

Invoice subtotal 491.55

Invoice total 491.55



Thank You



City of Hattiesburg, MS

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

Master

File Number: 2013-0069

File ID: 2013-0069

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2013

Brief Title: CDGB Manual Checks

Final Action:

Minute Book Number: MB2013-53

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Manual Check Supporting Docs

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013					

Text of Legislative File 2013-0069

Title

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

Summary

CDGB Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: February 12, 2013

The following request for payment is being submitted for approval during the City Council's February 19, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Maudell Corley
Activity:	Rehabilitation
Program:	CDBG
Project Site:	302 Hall Ave
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 2/07/201 – 3/06/2013
Work Provided by:	n/a

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	CDBG
Project Site:	302 Hall Ave.
Amount Requested:	\$18,000.00
Purpose of Request:	Draw #3
Work Provided by:	Smith's Remodeling

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Maudell Corley
302 Hall Ave.
Hattiesburg, MS 39401

Request: 3rd draw for work done. Completion of electrical work, Sanding of cabinets and
Needed floors, cutting of limbs and for cleaning of exterior. New exterior doors
Were installed and the plumbing items were reworked also with rear steps.

\$18,000.00

RJ

Signature:

Date: 2-07-13

Johnnie L. Smith



City of Hattiesburg, MS

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

Master

File Number: 2013-0080

File ID: 2013-0080

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2013

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2013-53

Title:

Approve claims docket for the period ending February 15, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims Docket 22613

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/19/2013					

Text of Legislative File 2013-0080

Title

Approve claims docket for the period ending February 15, 2013.

Summary

Claims docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG					1		
DOCKET OF CLAIMS					-		
PERIOD ENDING FEBRUARY 15, 2013					- 02/13/13		
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	12-66355	GUI 00130798	12002867	SERV 12/15/12 GUILBEAU-PRSNR	02/15/13	228620	204.28-
A A A AMBULANCE SERVICE							
Sum							
00001 AAMCO TRANS/AUTOMOTIVE S	125555		00130662	12002827 REPRS U#16238 CEMETERY	02/15/13	228621	204.28-
AAMCO TRANS/AUTOMOTIVE S							
Sum							495.00-
00001 AARON OIL COMPANY INC	70232-V		00130824	12002888 WASTE OIL RMVL-SHOP	02/15/13	228622	157.50-
AARON OIL COMPANY INC							
Sum							157.50-
00001 ADVANCE AUTO PARTS	560430294781		00130526	12002795 REPR PTS POLICE STOCK	02/15/13	228623	1,107.22-
ADVANCE AUTO PARTS							
Sum							1,107.22-
00001 ADVANCED CARPET CARE & R	9645		00130960	12003050 CLEAN CARPET P/F ACADEMY	02/15/13	228624	275.00-
ADVANCED CARPET CARE & R							
Sum							275.00-
00001 AFFORDABLE EMERGENCY LIG	585		00130691	12002838 RADAR CABLE REPR U#17575	02/15/13	228628	66.25-
00001 AFFORDABLE EMERGENCY LIG	586		00130691	12002839 INSTALL COMPUTERS VARI UNITS	02/15/13	228628	2,422.50-
00001 AFFORDABLE EMERGENCY LIG	584		00130005	12002952 INSTALL LIGHTS U#14676 SHOP	02/15/13	228628	767.93-
AFFORDABLE EMERGENCY LIG							
Sum							3,256.68-
00001 AGRI-AFC LLC	1033358		00130735	12002865 LAWN CARE PRODUCTS FIRE DEPT	02/15/13	228634	95.01-
AGRI-AFC LLC							
Sum							95.01-
00001 ALLBRITTON CHAIN SAW & L	24355		00130660	12002826 CHAINSAW CHAINS-FORESTRY	02/15/13	228635	84.00-
00001 ALLBRITTON CHAIN SAW & L	24472		00130936	12003051 CHAINSAW PTS-TORNADO SUPPLIES	02/15/13	228635	142.43-
ALLBRITTON CHAIN SAW & L							
Sum							226.43-
00001 AMERICAN PLANNING ASSN (	259994-12080		00130627	12002780 2013 MBRSH-PYPOLITE	02/15/13	228636	71.00-
AMERICAN PLANNING ASSN (							
Sum							71.00-
00001 ANDERSON RETAIL INC	88146		00129748	12002844 OFFICE CHAIRS TRAFFIC/CONSTR	02/15/13	228637	1,253.45-
00001 ANDERSON RETAIL INC	88047		00129733	12002931 CARPET RPLCMNT HUMAN RES DEPT	02/15/13	228637	894.56-
00001 ANDERSON RETAIL INC	88414		00130531	12002932 INSTALL BLINDS HUMAN RES DEPT	02/15/13	228637	250.00-
ANDERSON RETAIL INC							
Sum							2,398.01-
00001 ARNOLD LINE WATER ASSN I	2145 1/24/13		00020135	12002766 SERV 12/20-1/21/13 #8 FIRE	02/15/13	228641	19.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ARNOLD LINE WATER ASSN I Sum							19.00-
00001 ASH MILLWORKS	34406	00130913	12002994	BLDG MATLS-DESK-COUNCIL ROOM	02/15/13	228642	93.76-
ASH MILLWORKS Sum							93.76-
00001 ASSN OF METROPOLITAN PLA 2013-57		00130780	12002860	2013 MBRSHP DUES	02/15/13	228643	482.15-
ASSN OF METROPOLITAN PLA Sum							482.15-
00001 AT&T	601M23905500	00020135	12002830	VEHICLE LOCATOR 2/13 POLICE	02/15/13	228644	202.00-
AT&T Sum							202.00-
00001 AUTO ARMATURE SERVICE IN 8021		00130706	12002822	STARTER U#13514 CONSTR	02/15/13	228645	149.95-
00001 AUTO ARMATURE SERVICE IN 7988		00130636	12002835	BATTERY U#17707 POLICE	02/15/13	228645	119.95-
00001 AUTO ARMATURE SERVICE IN 7989		00130636	12002836	BATTERY U#17313 POLICE	02/15/13	228645	119.95-
00001 AUTO ARMATURE SERVICE IN 7990		00130636	12002837	BATTERY U#16754 POLICE	02/15/13	228645	134.95-
00001 AUTO ARMATURE SERVICE IN 7934		00130608	12002849	BATTERY CONSTR GENERATOR	02/15/13	228645	128.95-
00001 AUTO ARMATURE SERVICE IN 8010		00130599	12002887	BATTERIES-SCHOOL LIGHTS-TRAFF	02/15/13	228645	201.90-
00001 AUTO ARMATURE SERVICE IN 8226		00130937	12003055	ATV BATTERY FIRE DEPT	02/15/13	228645	91.95-
AUTO ARMATURE SERVICE IN Sum							947.60-
00001 AUTO TRIM	6008	00130696	12002803	TINT WINDOWS/GRAPHICS U#17354	02/15/13	228646	155.00-
00001 AUTO TRIM	6018	00130696	12002804	REPLACE GRAPHICS U#17354	02/15/13	228646	375.00-
AUTO TRIM Sum							530.00-
00001 AUTOMOTIVE GLASS SPECIAL I140939		00130125	12002840	WINDSHIELD U#17708 POLICE	02/15/13	228647	245.00-
AUTOMOTIVE GLASS SPECIAL Sum							245.00-
00001 BANCORPSOUTH EQUIPMENT F 02/01/13		02013247	12002714	GARBAGE TRUCK LEASE DUE 02/15	02/01/13	17371	34,542.83-
BANCORPSOUTH EQUIPMENT F Sum							34,542.83-
00001 BEAVER INDUSTRIES INC	10839	00130512	12002796	CAR CLEAN SUPP POLICE DEPT	02/15/13	228650	127.00-
BEAVER INDUSTRIES INC Sum							127.00-
00001 BENNETT'S LOCK & KEY SHO 62151		00130579	12002825	MASTER LOCKS CEMETERY GATES	02/15/13	228652	77.76-
00001 BENNETT'S LOCK & KEY SHO 62026		00129142	12002850	LOCKS/KEYS 12/12 POLICE DEPT	02/15/13	228652	3.75-
00001 BENNETT'S LOCK & KEY SHO 62067		00129826	12002851	LOCKS/KEYS 1/13 POLICE DEPT	02/15/13	228652	9.25-
00001 BENNETT'S LOCK & KEY SHO 62084		00129826	12002852	LOCKS/KEYS 1/13 POLICE DEPT	02/15/13	228652	2.50-
00001 BENNETT'S LOCK & KEY SHO 62110		00129826	12002853	LOCKS/KEYS 1/13 POLICE DEPT	02/15/13	228652	10.50-
00001 BENNETT'S LOCK & KEY SHO 62148		00129826	12002854	LOCKS/KEYS 1/13 POLICE DEPT	02/15/13	228652	8.00-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013						Page Date	3 - 02/13/13
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BENNETT'S LOCK & KEY SHO Sum							111.76-
00001 BOURNE BROTHERS PRINTING	46346		00130534	12002930 SELF INKING STAMPS-MUN COURT	02/15/13	228656	59.85-
BOURNE BROTHERS PRINTING Sum							59.85-
00001 BRADLEY OUTDOOR POWER			PO#130129	1/ 00130129 12003057 STORAGE BLDG #2 FIRE STA	02/15/13	228659	2,394.00-
BRADLEY OUTDOOR POWER Sum							2,394.00-
00001 BRANTLEY, PATRICIA G			TRAV ADVANCE	00130603 12002720 TRAV ADV PLANN CONF CHICAGO	02/15/13	228661	1,251.64-
BRANTLEY, PATRICIA G Sum							1,251.64-
00001 BROADWAY DRIVE TIRE	085836		00130012	12002724 TIRES POLICE STOCK	02/15/13	228662	925.86-
00001 BROADWAY DRIVE TIRE	085890		00130109	12002732 TIRES U#15920 STREET	02/15/13	228662	533.12-
00001 BROADWAY DRIVE TIRE	086152		00130606	12002743 TIRES U#9606 CONSTR	02/15/13	228662	481.28-
BROADWAY DRIVE TIRE Sum							1,940.26-
00001 C & S AUTOMOTIVE LLC	385		00129764	12002736 ALIGNMENT U#10809 STREET	02/15/13	228669	47.00-
00001 C & S AUTOMOTIVE LLC	440		00130124	12002750 REPRS U#14677 SANIT	02/15/13	228669	392.93-
00001 C & S AUTOMOTIVE LLC	431		00130007	12002751 REPRS U#14715 HEALTH	02/15/13	228669	224.79-
00001 C & S AUTOMOTIVE LLC	316		00130867	12002936 ALIGNMENT POLICE UNIT	02/15/13	228669	47.00-
00001 C & S AUTOMOTIVE LLC	313		00130867	12002937 ALIGNMENT U#17577 POLICE	02/15/13	228669	47.00-
00001 C & S AUTOMOTIVE LLC	420		00130867	12002938 ALIGNMENT U#16642 POLICE	02/15/13	228669	47.00-
00001 C & S AUTOMOTIVE LLC	467		00130867	12002939 ALIGNMENT U#18326 POLICE	02/15/13	228669	47.00-
C & S AUTOMOTIVE LLC Sum							852.72-
00001 C D W GOVERNMENT	W807191		00130431	12002991 LASER PRINTERS VARI DEPTS	02/15/13	228670	790.00-
00001 C D W GOVERNMENT	X093655		00130431	12002992 SOFTWARE-ENGR DEPT	02/15/13	228670	250.86-
00001 C D W GOVERNMENT	W897062		00130431	12002993 SOFTWARE INFO TECH	02/15/13	228670	711.20-
C D W GOVERNMENT Sum							1,752.06-
00001 C SPIRE WIRELESS (CELLUL			02013253	12002856 CELL PHONE SERV 12/12 VARI DEP	02/15/13	228671	7,958.12-
C SPIRE WIRELESS (CELLUL Sum							7,958.12-
00001 CARQUEST AUTO PARTS STOR	14758-393		00130884	12002980 SHOP PTS/SUPP CEM/FORESTRY	02/15/13	228673	61.84-
CARQUEST AUTO PARTS STOR Sum							61.84-
00001 CENTER FOR GOVERNMENTAL			REG-ROBINSON	00130922 12002997 ROBINSON-CERTIF TRNG PROGRAM	02/15/13	228674	200.00-
CENTER FOR GOVERNMENTAL							

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	4 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							200.00-
00001 CERTIFIED LABORATORIES	989274	00130466	12002818	PREMALUBE PUBLIC WORKS SHOP	02/15/13	228676	834.00-
00001 CERTIFIED LABORATORIES	989274 FRT	00130738	12002819	FREIGHT CHGS PO#130466	02/15/13	228676	100.47-
CERTIFIED LABORATORIES							
Sum							934.47-
00001 CHAIN ELECTRIC COMPANY	22960	00130219	12002956	GENERATOR REPR PTS MCNAIR CTR	02/15/13	228677	1,695.93-
00001 CHAIN ELECTRIC COMPANY	22959	00130362	12003004	FOUNDATION HOLE-LIGHTS-PCS	02/15/13	228677	266.00-
00001 CHAIN ELECTRIC COMPANY	22961	00130833	12003008	CONTROLLER REPR P/F ACADEMY	02/15/13	228677	589.95-
CHAIN ELECTRIC COMPANY							
Sum							2,551.88-
00001 CITY OF HATTIESBURG FUND	02/05/13	02013254	12002832	TRF 1ST 02/13 PAYROLL	02/05/13	17383	872,045.34-
CITY OF HATTIESBURG FUND							
Sum							872,045.34-
00001 COBURN'S SUPPLY CO INC	605533769	00130085	12003006	ROTO ROUTER PLUMBING CABLE	02/15/13	228682	666.10-
COBURN'S SUPPLY CO INC							
Sum							666.10-
00001 COMCAST CABLEVISION OF H	095776168240	00130732	12002782	INTERNET 2/13 #1 FIRE STA	02/15/13	228684	58.95-
00001 COMCAST CABLEVISION OF H	095776410200	00131001	12003120	BRDBAND SRV 2/15-3/14 #7 FIRE	02/15/13	228684	60.59-
COMCAST CABLEVISION OF H							
Sum							119.54-
00001 COMPREHENSIVE RADIOLOGY	CRS034737411	00130802	12002868	SERVS 11/29/12 MINOR-PRISONER	02/15/13	228686	37.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034737411	00130802	12002869	SERVS 11/20/12 MINOR-PRISONER	02/15/13	228686	39.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034827444	00130802	12002870	SERVS 12/20/12 EASHMOND-PRSNR	02/15/13	228686	650.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034564740	00130802	12002871	SERVS 10/21/12 WRIGHT-PRNSR	02/15/13	228686	72.00-
COMPREHENSIVE RADIOLOGY							
Sum							798.00-
00001 COMSOUTH	168226	00130310	12002810	RADIO REPR-NEAL-LAND CODE	02/15/13	228687	141.50-
00001 COMSOUTH	168525	00130689	12002999	RADIO BATTERY-SHAPPLEY-POLICE	02/15/13	228687	84.00-
COMSOUTH							
Sum							225.50-
00001 COURTNEY'S RESTAURANT EQ	7372	00130700	12002969	ICE MACHINE MAINT TRAIN DEPOT	02/15/13	228689	482.82-
COURTNEY'S RESTAURANT EQ							
Sum							482.82-
00001 DAVIS VETERINARY HOSPITA	101710	00130741	12002786	DOG FOOD-TONKA-POLICE K-9	02/15/13	228691	510.00-
00001 DAVIS VETERINARY HOSPITA	102623	00130741	12002787	SERVS-TONKA-POLICE K-9	02/15/13	228691	38.66-
00001 DAVIS VETERINARY HOSPITA	102781	00130741	12002788	SERVS-BOOMER-POLICE K-9	02/15/13	228691	822.10-
DAVIS VETERINARY HOSPITA							
Sum							1,370.76-

CITY OF HATTIESBURG					Page	5	
DOCKET OF CLAIMS					Date	- 02/13/13	
PERIOD ENDING FEBRUARY 15, 2013							
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 DEPOT COFFEEHOUSE AND BI	075019	00130777	12002933	REFRESHMENTS MPO MEETING	02/15/13	228692	74.00-
DEPOT COFFEEHOUSE AND BI							74.00-
Sum							
00001 DUNAGIN PEST CONTROL(PRE	8731700	00020133	12003090	SRV 1-3/13 POLICE COMPLEX	02/15/13	228700	135.00-
00001 DUNAGIN PEST CONTROL(PRE	8732001	00020133	12003091	SRV 1-3/13 POLICE SUB-STA	02/15/13	228700	56.70-
00001 DUNAGIN PEST CONTROL(PRE	8731684	00020133	12003092	SRV 1-3/13 #1 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731685	00020133	12003093	SRV 1-3/13 #2 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731686	00020133	12003094	SRV 1-3/13 #3 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731693	00020133	12003095	SRV 1-3/13 #4 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731688	00020133	12003096	SRV 1-3/13 #5 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731689	00020133	12003097	SRV 1-3/13 #6 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731690	00020133	12003098	SRV 1-3/13 #7 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731691	00020133	12003099	SRV 1-3/13 #8 FIRE STA	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731699	00020133	12003100	SRV 1-3/13 POLICE RANGE	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731702	00020133	12003101	SRV 1-3/13 P/F ACADEMY	02/15/13	228700	60.00-
00001 DUNAGIN PEST CONTROL(PRE	8732002	00020133	12003102	SRV 1-3/13 PAVILION-LAKEVW	02/15/13	228700	56.70-
00001 DUNAGIN PEST CONTROL(PRE	8731677	00020133	12003103	SRV 1-3/13 CITY HALL	02/15/13	228700	75.00-
00001 DUNAGIN PEST CONTROL(PRE	8731668	00020133	12003104	SEMI-ANNUAL ARCHIVES	02/15/13	228700	390.00-
00001 DUNAGIN PEST CONTROL(PRE	8731710	00020133	12003105	SRV 1-3/13 TRAFFIC	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731683	00020133	12003106	SRV 1-3/13 ENGR	02/15/13	228700	60.00-
00001 DUNAGIN PEST CONTROL(PRE	8731675	00020133	12003107	SRV 1-3/13 CITY BARN	02/15/13	228700	285.00-
00001 DUNAGIN PEST CONTROL(PRE	8731669	00020133	12003108	SRV 1-3/13 AIRPORT	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731667	00020133	12003109	SRV 1-3/13 AIRPORT MAINT	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731950	00020133	12003110	SRV 1-3/13 HANGER #3	02/15/13	228700	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8731681	00020133	12003111	SRV 1-3/13 TRAIN DEPOT	02/15/13	228700	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8731694	00020133	12003112	SRV 1-3/13 HIGHLAND CEM	02/15/13	228700	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8731706	00020133	12003113	SRV 1-3/13 SOUTH HILL CEM	02/15/13	228700	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8533107	00130997	12003121	SENTRICON SERV #4 FIRE STA	02/15/13	228700	60.05-
00001 DUNAGIN PEST CONTROL(PRE	8647245	00130997	12003122	SENTRICON SERV #4 FIRE STA	02/15/13	228700	60.05-
00001 DUNAGIN PEST CONTROL(PRE	8731692	00130997	12003123	SENTRICON SERV	02/15/13	228700	60.05-
DUNAGIN PEST CONTROL(PRE							
Sum							2,135.55-
00001 ECONOMY SUPPLY CO	184740	00130444	12002847	BLDG SUPP/SHOVELS-CONSTR	02/15/13	228704	159.00-
00001 ECONOMY SUPPLY CO	184658	00130690	12002848	RAKES STREET CREW	02/15/13	228704	115.50-
00001 ECONOMY SUPPLY CO	185038	00130851	12002995	BLDG MATLS COMPUTER SPACE HR	02/15/13	228704	47.20-
00001 ECONOMY SUPPLY CO	184946	00130744	12003007	BLDG MATLS CONSTR DEPT	02/15/13	228704	263.31-
ECONOMY SUPPLY CO							
Sum							585.01-
00001 EDDIE PIERSON ROOFING &	698	00128713	12002808	ROOF REPRS FIRE ADM OFFICE	02/15/13	228705	9,613.62-
EDDIE PIERSON ROOFING &							
Sum							9,613.62-
00001 EMERGENCY EQUIPMENT PROF	405807	00129621	12002945	NOZZLE TIPS FIRE DEPT	02/15/13	228707	119.60-
00001 EMERGENCY EQUIPMENT PROF	405808	00129844	12002946	NOZZLE TIPS FIRE DEPT	02/15/13	228707	598.00-
EMERGENCY EQUIPMENT PROF							
Sum							717.60-
00001 F B I NATIONAL ACADEMY A	38390	00130865	12002943	2013 MERSHP DUES MISENHELTER	02/15/13	228708	80.00-
Sum							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
F B I NATIONAL ACADEMY A Sum							80.00-
00001 FASTENAL COMPANY	MSHAT156037	00130461	12003125	LEATHER GLOVES PUBLIC WORKS	02/15/13	228712	246.71-
FASTENAL COMPANY Sum							246.71-
00001 FERGUSON ENTERPRISES INC	1170417	00130479	12003053	PLUMB SUPP #6 FIRE STA	02/15/13	228714	497.89-
00001 FERGUSON ENTERPRISES INC	1171905	00130803	12003054	PLUMB SUPP #6 FIRE STA	02/15/13	228714	667.26-
FERGUSON ENTERPRISES INC Sum							1,165.15-
00001 FLOWERS BY MARIAM	11133	00130727	12002985	RED BOWS HEART WALK CEREMONY	02/15/13	228715	100.00-
FLOWERS BY MARIAM Sum							100.00-
00001 FLOWERS N THINGS	PO#130666 1/	00130666	12002718	PLANT-CRUMPLER-MYLC MEMBER	02/15/13	228716	40.00-
FLOWERS N THINGS Sum							40.00-
00001 FLOYD READY ASSOC INC	155883	00130897	12003126	WELDING SUPP-SHOP	02/15/13	228717	184.64-
00001 FLOYD READY ASSOC INC	155883 FRT	00130988	12003127	FREIGHT CHGS PO#130897	02/15/13	228717	22.71-
FLOYD READY ASSOC INC Sum							207.35-
00001 FORD, PHILLIP	PETTY CASH 2	00131004	12003124	PETTY CASH TRAFF/CONSTR/AIRPT	02/15/13	228718	316.84-
FORD, PHILLIP Sum							316.84-
00001 FORREST CTY CHANCERY CLK BILLING #13	00130804	12002884	MNTHLY ARREARAGE PYMT 2/13		02/15/13	228719	13,798.91-
FORREST CTY CHANCERY CLK Sum							13,798.91-
00001 FORREST CTY DISTRICT ATT BAD CHECK FE	02013264	12003070	BAD CHECK RECOVERY FEE		02/15/13	228720	200.00-
FORREST CTY DISTRICT ATT Sum							200.00-
00001 FORREST CTY SUPERVISORS JAIL 10/12 E	00130800	12002885	JAIL 10/12 EXPENSES		02/15/13	228721	127,200.00-
00001 FORREST CTY SUPERVISORS JAIL 10/12 M	00130800	12002886	JAIL 10/12 MEDICAL		02/15/13	228721	2,175.96-
FORREST CTY SUPERVISORS Sum							129,375.96-
00001 FORREST GENERAL HOSPITAL 34501718 JON	00130792	12002872	SERVS 10/7-8/12 JONES-PRSNR		02/15/13	228722	218.22-
00001 FORREST GENERAL HOSPITAL 34501718 JON	00130792	12002873	SERVS 10/8/12 JONES-PRISONER		02/15/13	228722	1,004.12-
00001 FORREST GENERAL HOSPITAL 34696583 TAT	00130792	12002875	SERVS 11/20/12 TATUM-PRISONER		02/15/13	228722	844.15-
FORREST GENERAL HOSPITAL Sum							2,066.49-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 2	00130716	12002784	EAP CHARGE 2/13	02/15/13	228723	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 G & K SERVICES	1035344437	00130790	12002889	UNIFORMS 1/15 STREET	02/15/13	228738	132.36-
00001 G & K SERVICES	1035346522	00130790	12002890	UNIFORMS 1/22 STREET	02/15/13	228738	132.36-
00001 G & K SERVICES	1035348651	00130790	12002891	UNIFORMS 1/29 STREET	02/15/13	228738	132.36-
00001 G & K SERVICES	1035350754	00130790	12002892	UNIFORMS 2/05 STREET	02/15/13	228738	134.18-
00001 G & K SERVICES	1035342307	00130790	12002893	UNIFORMS 1/08 ENGR	02/15/13	228738	8.90-
00001 G & K SERVICES	1035344418	00130790	12002894	UNIFORMS 1/15 ENGR	02/15/13	228738	8.90-
00001 G & K SERVICES	1035346503	00130790	12002895	UNIFORMS 1/22 ENGR	02/15/13	228738	8.90-
00001 G & K SERVICES	1035348632	00130790	12002896	UNIFORMS 1/29 ENGR	02/15/13	228738	8.90-
00001 G & K SERVICES	1035344438	00130790	12002897	UNIFORMS 1/15 SHOP	02/15/13	228738	40.00-
00001 G & K SERVICES	1035346523	00130790	12002898	UNIFORMS 1/22 SHOP	02/15/13	228738	44.00-
00001 G & K SERVICES	1035348652	00130790	12002899	UNIFORMS 1/29 SHOP	02/15/13	228738	44.00-
00001 G & K SERVICES	1035350755	00130790	12002900	UNIFORMS 2/05 SHOP	02/15/13	228738	44.00-
00001 G & K SERVICES	1035344433	00130790	12002901	UNIFORMS 1/15 GO&FS	02/15/13	228738	8.00-
00001 G & K SERVICES	1035346518	00130790	12002902	UNIFORMS 1/22 GO&FS	02/15/13	228738	8.00-
00001 G & K SERVICES	1035350750	00130790	12002903	UNIFORMS 2/05 GO&FS	02/15/13	228738	32.00-
00001 G & K SERVICES	1035348647	00130790	12002904	UNIFORMS 1/29 GO&FS	02/15/13	228738	24.95-
00001 G & K SERVICES	1035244440	00130790	12002905	MOP/MAT 1/15 GO&FS	02/15/13	228738	24.95-
00001 G & K SERVICES	1035346525	00130790	12002906	MOP/MAT 1/22 GO&FS	02/15/13	228738	24.95-
00001 G & K SERVICES	1035348654	00130790	12002907	MOP/MAT 1/29 GO&FS	02/15/13	228738	24.95-
00001 G & K SERVICES	1035350757	00130790	12002908	MOP/MAT 2/05 GO&FS	02/15/13	228738	27.66-
00001 G & K SERVICES	1035344432	00130790	12002909	UNIFORMS 1/15 DRNGE	02/15/13	228738	27.66-
00001 G & K SERVICES	1035346517	00130790	12002910	UNIFORMS 1/22 DRNGE	02/15/13	228738	27.66-
00001 G & K SERVICES	1035348646	00130790	12002911	UNIFORMS 2/05 DRNGE	02/15/13	228738	140.00-
00001 G & K SERVICES	1035350749	00130790	12002912	UNIFORMS 1/15 SANIT	02/15/13	228738	140.00-
00001 G & K SERVICES	1035344436	00130790	12002913	UNIFORMS 1/22 SANIT	02/15/13	228738	140.00-
00001 G & K SERVICES	1035346521	00130790	12002914	UNIFORMS 1/29 SANIT	02/15/13	228738	140.00-
00001 G & K SERVICES	1035348650	00130790	12002915	UNIFORMS 2/05 SANIT	02/15/13	228738	16.50-
00001 G & K SERVICES	1035350753	00130790	12002916	MOP/MAT 1/15 SANIT	02/15/13	228738	16.50-
00001 G & K SERVICES	1035344439	00130790	12002917	MOP/MAT 1/22 SANIT	02/15/13	228738	16.50-
00001 G & K SERVICES	1035346524	00130790	12002918	MOP/MAT 1/29 SANIT	02/15/13	228738	16.50-
00001 G & K SERVICES	1035348653	00130790	12002920	MOP/MAT 2/05 SANIT	02/15/13	228738	38.18-
00001 G & K SERVICES	1035350756	00130790	12002921	UNIFORMS 1/05 ST CLEAN	02/15/13	228738	38.18-
00001 G & K SERVICES	1035344434	00130790	12002922	UNIFORMS 1/22 ST CLEAN	02/15/13	228738	38.18-
00001 G & K SERVICES	1035346519	00130790	12002923	UNIFORMS 1/29 ST CLEAN	02/15/13	228738	38.18-
00001 G & K SERVICES	1035348648	00130790	12002924	UNIFORMS 2/05 ST CLEAN	02/15/13	228738	20.00-
00001 G & K SERVICES	1035350751	00130790	12002925	UNIFORMS 1/15 HEALTH	02/15/13	228738	20.00-
00001 G & K SERVICES	1035344435	00130790	12002926	UNIFORMS 1/22 HEALTH	02/15/13	228738	20.00-
00001 G & K SERVICES	1035346520	00130790	12002927	UNIFORMS 1/29 HEALTH	02/15/13	228738	20.00-
00001 G & K SERVICES	1035348649	00130790	12002928	UNIFORMS 2/05 HEALTH	02/15/13	228738	8.90-
00001 G & K SERVICES	1035350752	00130790	12002929	UNIFORMS 1/01 ENGR	02/15/13	228738	24.00-
00001 G & K SERVICES	1035340220	00130934	12003012	UNIFORMS 1/01 TRAFFIC	02/15/13	228738	24.00-
00001 G & K SERVICES	1035340221	00130934	12003013	UNIFORMS 1/08 TRAFFIC	02/15/13	228738	24.00-
00001 G & K SERVICES	1035342308	00130934	12003014	UNIFORMS 1/15 TRAFFIC	02/15/13	228738	24.00-
00001 G & K SERVICES	1035344419	00130934	12003015	UNIFORMS 1/22 TRAFFIC	02/15/13	228738	24.00-
00001 G & K SERVICES	1035346504	00130934	12003016	UNIFORMS 1/29 TRAFFIC	02/15/13	228738	39.09-
00001 G & K SERVICES	1035348633	00130934	12003017	UNIFORMS 1/01 CONSTR	02/15/13	228738	39.09-
00001 G & K SERVICES	1035340222	00130934	12003018	UNIFORMS 1/08 CONSTR	02/15/13	228738	39.09-
00001 G & K SERVICES	1035342309	00130934	12003019	UNIFORMS 1/15 CONSTR	02/15/13	228738	39.09-
00001 G & K SERVICES	1035344420	00130934	12003020	UNIFORMS 1/22 CONSTR	02/15/13	228738	39.09-
00001 G & K SERVICES	1035346505	00130934	12003021	UNIFORMS 1/29 CONSTR	02/15/13	228738	4.50-
00001 G & K SERVICES	1035348634	00130934	12003022	MOP/MAT 1/01 CONSTR	02/15/13	228738	
00001 G & K SERVICES	1035340223	00130934	12003022	MOP/MAT 1/01 CONSTR	02/15/13	228738	

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 G & K SERVICES	1035342310	00130934	12003023	MOP/MAT 1/08 CONSTR	02/15/13	228738	4.50-
00001 G & K SERVICES	1035344421	00130934	12003024	MOP/MAT 1/15 CONSTR	02/15/13	228738	4.50-
00001 G & K SERVICES	1035346506	00130934	12003025	MOP/MAT 1/22 CONSTR	02/15/13	228738	4.50-
00001 G & K SERVICES	1035348635	00130934	12003026	MOP/MAT 1/29 CONSTR	02/15/13	228738	4.50-
00001 G & K SERVICES	1035340243	00130934	12003027	UNIFORMS 1/01 AIRPORT	02/15/13	228738	12.00-
00001 G & K SERVICES	1035342330	00130934	12003028	UNIFORMS 1/08 AIRPORT	02/15/13	228738	12.00-
00001 G & K SERVICES	1035344441	00130934	12003029	UNIFORMS 1/15 AIRPORT	02/15/13	228738	12.00-
00001 G & K SERVICES	1035346526	00130934	12003030	UNIFORMS 1/22 AIRPORT	02/15/13	228738	12.00-
00001 G & K SERVICES	1035348655	00130934	12003031	UNIFORMS 1/29 AIRPORT	02/15/13	228738	12.00-
00001 G & K SERVICES	1035331810	00130943	12003072	UNIFORMS 12/04 CEM/FORESTRY	02/15/13	228738	68.60-
00001 G & K SERVICES	1035333902	00130943	12003073	UNIFORMS 12/11 CEM/FORESTRY	02/15/13	228738	58.30-
00001 G & K SERVICES	1035336006	00130943	12003074	UNIFORMS 12/18 CEM/FORESTRY	02/15/13	228738	52.00-
00001 G & K SERVICES	1035338093	00130943	12003075	UNIFORMS 12/25 CEM/FORESTRY	02/15/13	228738	52.00-
00001 G & K SERVICES	1035340217	00130943	12003076	UNIFORMS 1/01 CEM/FORESTRY	02/15/13	228738	52.00-
00001 G & K SERVICES	1035342304	00130943	12003077	UNIFORMS 1/08 CEM/FORESTRY	02/15/13	228738	52.00-
00001 G & K SERVICES	1035344415	00130943	12003078	UNIFORMS 1/15 CEM/FORESTRY	02/15/13	228738	52.00-
00001 G & K SERVICES	1035346500	00130943	12003079	UNIFORMS 1/22 CEM/FORESTRY	02/15/13	228738	52.00-
00001 G & K SERVICES	1035348629	00130943	12003080	UNIFORMS 1/29 CEM/FORESTRY	02/15/13	228738	52.00-
00001 G & K SERVICES	1035331820	00130943	12003081	MOP/MAT 12/04 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035333903	00130943	12003082	MOP/MAT 12/11 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035336007	00130943	12003083	MOP/MAT 12/16 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035338094	00130943	12003084	MOP/MAT 12/25 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035340218	00130943	12003085	MOP/MAT 1/01 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035342305	00130943	12003086	MOP/MAT 1/08 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035344416	00130943	12003087	MOP/MAT 1/15 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035346501	00130943	12003088	MOP/MAT 1/22 CEM/FORESTRY	02/15/13	228738	21.44-
00001 G & K SERVICES	1035348630	00130943	12003089	MOP/MAT 1/29 CEM/FORESTRY	02/15/13	228738	21.44-
G & K SERVICES Sum							2,955.73-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00130900	12002970	CAFE PLAN ADM FEES 1/13	02/15/13	228739	307.45-
G G A ADMINISTRATORS Sum							307.45-
00001 GARNER LUMLEY ELECTRIC S	484177	00130611	12002740	ELEC SUPP ENGR DEPT 2ND FLR	02/15/13	228740	258.22-
GARNER LUMLEY ELECTRIC S Sum							258.22-
00001 GILLILANDS ELECTRONICS S	54116	00130731	12002781	MOVE PHONE LINE HUMAN RES	02/15/13	228742	150.74-
GILLILANDS ELECTRONICS S Sum							150.74-
00001 GLADDEN LAW OFFICE PLLC	10314	00130953	12003041	SERVS LIGHTHOUSE RESCUE MISSN	02/15/13	228743	969.75-
00001 GLADDEN LAW OFFICE PLLC	10313	00130953	12003042	SERVS PEARSON'S FIREWORKS	02/15/13	228743	1,031.01-
GLADDEN LAW OFFICE PLLC Sum							2,000.76-
00001 H'BURG COCA COLA BOTTLIN	56002057240	00130642	12002717	DRINKING WATER M/ADM	02/15/13	228747	90.00-
H'BURG COCA COLA BOTTLIN Sum							90.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 H'BURG HYDRAULICS INC	50332	00130453	12002733	REPR PTS U#12065 STREET	02/15/13	228749	79.67-
H'BURG HYDRAULICS INC Sum							79.67-
00001 HANGER PROSTHETICS & ORT	2JA3XIB1PNB1	00130797	12002876	SERVS 11/20/12 TATUM-PRISONER	02/15/13	228750	60.00-
HANGER PROSTHETICS & ORT Sum							60.00-
00001 HARVEY, ROBERT G	PETTY CASH 1	00130730	12002824	PETTY CASH CEMETERY/FORESTRY	02/15/13	228751	242.49-
HARVEY, ROBERT G Sum							242.49-
00001 HILL, LEROY COFFEE CO IN	11460	00130818	12002858	COFFEE SERV M/ADM	02/15/13	228752	15.96-
HILL, LEROY COFFEE CO IN Sum							15.96-
00001 HOOD, CHINIKA	TRAVEL REIMB	00130989	12003116	EXPNS MML CONF JACKSON	02/15/13	228754	109.89-
HOOD, CHINIKA Sum							109.89-
00001 HUDSON'S TREASURE HUNT (	MILLIE MILTO	02013263	12003063	MERCHANT FEE & FINE	02/15/13	228757	86.15-
00001 HUDSON'S TREASURE HUNT (	CYNTHIA MOON	02013263	12003065	MERCHANT FEE & FINE	02/15/13	228757	134.47-
00001 HUDSON'S TREASURE HUNT (	CYNTHIA MOON	02013163	12003066	MERCHANT FEE & FINE	02/15/13	228757	112.00-
00001 HUDSON'S TREASURE HUNT (	LADONNA KNIG	02013163	12003068	MERCHANT FEE & FINE	02/15/13	228757	144.49-
00001 HUDSON'S TREASURE HUNT (	LADONNA KNIG	02013163	12003069	MERCHANT FEE & FINE	02/15/13	228757	49.93-
HUDSON'S TREASURE HUNT (							527.04-
00001 HUGHES, SALLY W	13-01	00130687	12002821	SERVS TIMBERTON PARK	02/15/13	228758	162.50-
HUGHES, SALLY W Sum							162.50-
00001 I B M CORPORATION - MA P	1305246	00129122	12003133	AS400 MAINT CITY HALL	02/15/13	228759	2,594.16-
I B M CORPORATION - MA P Sum							2,594.16-
00001 ID GROUP	32903/33048	00130185	12003037	ID SUPPLIES HUMAN RES DEPT	02/15/13	228761	522.70-
ID GROUP Sum							522.70-
00001 INDOFF INC	2220124	00130312	12002728	OFFICE SUPP PUBLIC WORKS	02/15/13	228762	93.31-
00001 INDOFF INC	2220118	00130352	12002729	JANIT SUPP PUBLIC WORKS	02/15/13	228762	449.94-
00001 INDOFF INC	2220120	00130352	12002730	JANIT SUPP PUBLIC WORKS	02/15/13	228762	47.94-
00001 INDOFF INC	2220115	00130354	12002731	JANIT SUPP PUBLIC WORKS	02/15/13	228762	9.29-
00001 INDOFF INC	2224790	00130532	12002806	RECYCLE BINS FIRE ADM OFFICE	02/15/13	228762	55.92-
00001 INDOFF INC	2222556	00130414	12002812	JANIT SUPP PUBLIC WORKS	02/15/13	228762	296.26-
00001 INDOFF INC	2224218	00130488	12002845	OFFICE/JANIT SUPP PUB WORKS	02/15/13	228762	224.45-
00001 INDOFF INC	2185732	00128840	12002953	2013CALENDARS GO&FS	02/15/13	228762	80.22-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 INDOFF INC	2223166	00129924	12002984	CREDIT	02/15/13	228762	15.99
00001 INDOFF INC	2228830	00130724	12003048	OFFICE SUPP P/F ACADEMY	02/15/13	228762	21.99
00001 INDOFF INC	2228917	00130724	12003049	OFFICE SUPP P/F ACADEMY	02/15/13	228762	12.49
INDOFF INC Sum							1,275.82
00001 INGRAM EQUIPMENT CO LLC	0016653-IN	00130321	12002746	REPR PTS SANIT STOCK	02/15/13	228764	165.84
00001 INGRAM EQUIPMENT CO LLC	0016653-IN F	00130646	12002747	FREIGHT CHGS PO#130321	02/15/13	228764	16.70
INGRAM EQUIPMENT CO LLC Sum							182.54
00001 INTL ASSN OF CHIEFS OF P	1609328 MISE	00130921	12003001	2013 DUES MISENHELTER	02/15/13	228765	120.00
INTL ASSN OF CHIEFS OF P Sum							120.00
00001 IRBY, STUART C CO	S00730165400	00130499	12002807	ELEC SUPP-LIGHTS #1 FIRE STA	02/15/13	228766	64.38
00001 IRBY, STUART C CO	S007310114.0	00130793	12002862	FLOODLAMP POLICE DEPT	02/15/13	228766	194.46
00001 IRBY, STUART C CO	S007296627.0	00130793	12002863	ELEC SUPP POLICE DEPT	02/15/13	228766	206.16
IRBY, STUART C CO Sum							465.00
00001 JET CONSTRUCTION	1554	00129952	12002742	ROAD BED TOPPING-DRAINAGE	02/15/13	228769	1,050.00
00001 JET CONSTRUCTION	1551	00130155	12002813	TOPSOIL STREET DEPT	02/15/13	228769	1,200.00
00001 JET CONSTRUCTION	1555	00129951	12002820	CLAY GRAVEL DRAINAGE	02/15/13	228769	2,300.00
JET CONSTRUCTION Sum							4,550.00
00001 JOHNSON, W WESLEY PHD	#10 10/12-12	00130628	12002716	SERVS JAIL DIV GRANT	02/15/13	228770	1,000.00
JOHNSON, W WESLEY PHD Sum							1,000.00
00001 KENTWOOD SPRINGWATER	594858	00130664	12002725	DRINKING WATER POLICE DEPT	02/15/13	228775	161.25
KENTWOOD SPRINGWATER Sum							161.25
00001 KEYES ELECTRIC INC	01802	00130649	12002752	LIGHT REPR AIRPORT	02/15/13	228776	455.00
00001 KEYES ELECTRIC INC	01803	00130649	12002753	RUN-WAY LIGHT REPR AIRPORT	02/15/13	228776	520.00
KEYES ELECTRIC INC Sum							975.00
00001 LAMAR CTY SHERIFF	JAIL 12/12	00130794	12002948	JAIL EXPENSE 12/12	02/15/13	228782	1,560.00
LAMAR CTY SHERIFF Sum							1,560.00
00001 LANCASTER'S MACHINE & WE	21113	00129651	12003119	DUMPESTER REPAIR POLICE DEPT	02/15/13	228783	708.00
LANCASTER'S MACHINE & WE Sum							708.00

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00131000	12003114	ONLINE SEARCHES 12/12 POLICE	02/15/13	228784	50.00-
00001 LEXISNEXIS RISK DATA MAN	1127340-2013	00131000	12003115	ONLINE SEARCHES 1/13 COURT	02/15/13	228784	50.00-
LEXISNEXIS RISK DATA MAN Sum							100.00-
00001 LIGHTSEY & ASSOCIATES	200 SOUTH MA	00130361	12002834	APPRAISAL 200 S MAIN STREET	02/15/13	228785	450.00-
LIGHTSEY & ASSOCIATES Sum							450.00-
00001 LOWE'S OF HATTIESBURG IN	901281	00129188	12002755	HAND TOOLS/BATTERIES-ACADEMY	02/15/13	228788	103.55-
00001 LOWE'S OF HATTIESBURG IN	924944	00129188	12002756	HAND TOOLS, BATTERIES-ACADEMY	02/15/13	228788	34.15-
00001 LOWE'S OF HATTIESBURG IN	936972	00129853	12002757	BLINDS-CAPT MYERS OFFICE	02/15/13	228788	136.80-
00001 LOWE'S OF HATTIESBURG IN	942695	00129856	12002758	MAINT SUPP P/F ACADEMY	02/15/13	228788	247.61-
00001 LOWE'S OF HATTIESBURG IN	967645	00130179	12002759	SHELVES #1 FIRE STA	02/15/13	228788	607.96-
00001 LOWE'S OF HATTIESBURG IN	942786	00129843	12002760	HAND TOOLS-LEE-CONSTR DEPT	02/15/13	228788	42.63-
00001 LOWE'S OF HATTIESBURG IN	953009	00130084	12002761	PLUMB TOOLS CONSTR DEPT	02/15/13	228788	76.75-
00001 LOWE'S OF HATTIESBURG IN	942783	00129798	12002762	DOOR BELLS PUB WORKS/SANIT	02/15/13	228788	109.23-
00001 LOWE'S OF HATTIESBURG IN	924619	00130098	12002763	SHOP TOOLS CEM/FORESTRY	02/15/13	228788	188.10-
LOWE'S OF HATTIESBURG IN Sum							1,546.78-
00001 M & M PUBLISHING INC	1666A	00124787	12002986	AD CAMP SHELBY MAGAZINE	02/15/13	228789	795.00-
M & M PUBLISHING INC Sum							795.00-
00001 MARVIN'S INC	15266503-413	00130501	12002954	BAGS CEMENT DRAINAGE STOCK	02/15/13	228790	641.20-
MARVIN'S INC Sum							641.20-
00001 MCCAIN UNIFORMS	235276-1	00126363	12002791	UNIFORM BOOTS-POLICE	02/15/13	228791	78.00-
00001 MCCAIN UNIFORMS	235859-1	00126363	12002792	UNIFORM BOOTS-POLICE	02/15/13	228791	78.00-
00001 MCCAIN UNIFORMS	241357-1	00126363	12002793	UNIFORM BOOTS-POLICE	02/15/13	228791	78.00-
00001 MCCAIN UNIFORMS	247388-1	00126363	12002794	UNIFORM BOOTS-POLICE	02/15/13	228791	78.00-
MCCAIN UNIFORMS Sum							312.00-
00001 MCELHANEY PLUMBING INC	200887	00129144	12002765	HARDWARE SUPP 12/12 POLICE	02/15/13	228792	35.69-
00001 MCELHANEY PLUMBING INC	203099	00130752	12002947	PLUMB SUPP #4 FIRE STA	02/15/13	228792	119.80-
00001 MCELHANEY PLUMBING INC	203882	00130904	12003009	PLUMBING SUPP AIRPORT MAINT	02/15/13	228792	67.53-
MCELHANEY PLUMBING INC Sum							223.02-
00001 MCMULLAN EQUIPMENT CO	145588P	00130302	12002734	REPR PTS U#15920 STREET	02/15/13	228793	36.90-
00001 MCMULLAN EQUIPMENT CO	341175	00130661	12002809	REPRS U#14147 FIRE DEPT	02/15/13	228793	99.30-
MCMULLAN EQUIPMENT CO Sum							136.20-
00001 METRO CRIMESTOPPERS INC	02/04/13	02013242	12002773	CITY COURT COST 01/13	02/04/13	17378	1,933.06-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	12 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
METRO CRIMESTOPPERS INC Sum							1,933.06-
00001 MID SOUTH UNIFORM & SUPP	493071	00130429	12002723	TACTICAL HOLSTER POLICE DEPT	02/15/13	228796	153.01-
MID SOUTH UNIFORM & SUPP Sum							153.01-
00001 MITCHELL TOOL SALES & SE	85994	00130465	12003128	PLUMBING TOOLS CONSTR DEPT	02/15/13	228801	115.99-
MITCHELL TOOL SALES & SE Sum							115.99-
00001 MOTOR VEHICLE INSPECTION	INSPECT STAT	00130694	12002798	VEHICLE INSPECTION APPL FEE	02/15/13	228804	10.00-
MOTOR VEHICLE INSPECTION Sum							10.00-
00001 MOTORCYCLE GEAR	2007	00130367	12002940	BRAKE REPR U#18002 POLICE	02/15/13	228805	87.95-
00001 MOTORCYCLE GEAR	2006	00130367	12002941	TIRE/BRAKE REPR U#18005	02/15/13	228805	525.75-
00001 MOTORCYCLE GEAR	2005	00130367	12002942	BATTERY/CLUTCH U#18007 POLICE	02/15/13	228805	236.90-
MOTORCYCLE GEAR Sum							850.60-
00001 MS ASSN OF CODE ENFORCEM	2013 DUES-VA	00130819	12002866	2013 DUES VARI IDC EMP	02/15/13	228806	225.00-
MS ASSN OF CODE ENFORCEM Sum							225.00-
00001 MS EMBROIDERY COMPANY	8326	00129986	12002971	UNIFORM CAP-REED-POLICE	02/15/13	228807	20.00-
MS EMBROIDERY COMPANY Sum							20.00-
00001 MS MUNICIPAL ATTORNEYS A	2013 DUES-LA	00130772	12002859	2013 MBRSHS DUES LAWRENCE	02/15/13	228808	25.00-
MS MUNICIPAL ATTORNEYS A Sum							25.00-
00001 MS POWER COMPANY	2/13 GENERAL	00020139	12003036	MNTHLY ELEC-GENERAL	02/15/13	228809	12,516.85-
MS POWER COMPANY Sum							12,516.85-
00001 MS STATE/TREASURER/FINAN	01/2013	02013243	12002768	FINE COLLECTIONS 01/13	02/04/13	17373	109,043.63-
MS STATE/TREASURER/FINAN Sum							109,043.63-
00001 MULTITECH OFFICE MACHINE	13020057	00130712	12003038	PRINTER SUPP INFO TECH	02/15/13	228810	3,987.15-
00001 MULTITECH OFFICE MACHINE	13020086	00130712	12003039	PRINTER SUPP INFO TECH	02/15/13	228810	394.80-
MULTITECH OFFICE MACHINE Sum							4,381.95-
00001 MYERS, EDGAR R	TRAVEL REIMB	00130954	12003044	EXPNS MML CONF JACKSON	02/15/13	228811	370.52-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MYERS, EDGAR R Sum							370.52-
00001 N & H ELECTRONIC DISTRIB	111562		00130761	12002998 FLASHLIGHT BATTERIES-POLICE	02/15/13	228813	157.78-
N & H ELECTRONIC DISTRIB Sum							157.78-
00001 NAFECO-NORTH ALABAMA FIR	677031		00130174	12002726 GLOVES,GEAR BAGS,LIGHTS-ACDMY	02/15/13	228814	1,132.58-
00001 NAFECO-NORTH ALABAMA FIR	678086		00130174	12002727 GEAR BAG ACADEMY	02/15/13	228814	100.81-
NAFECO-NORTH ALABAMA FIR Sum							1,233.39-
00001 NAPA AUTO PARTS	483651		00130427	12002741 REPR PTS/SUPP-SHOP	02/15/13	228816	58.52-
00001 NAPA AUTO PARTS	483649		00130426	12002744 REPR PTS U#16240 CONSTR	02/15/13	228816	260.85-
00001 NAPA AUTO PARTS	483654		00130460	12002748 REPR PTS SANIT STOCK	02/15/13	228816	53.72-
00001 NAPA AUTO PARTS	483655		00130455	12002754 REPR PTS U#16238 CEMETERY	02/15/13	228816	102.00-
00001 NAPA AUTO PARTS	483652		00130451	12002814 REPR PTS U#18547 STREET	02/15/13	228816	14.98-
00001 NAPA AUTO PARTS	483910		00130635	12002957 REPR PTS U#15892 SANIT	02/15/13	228816	36.45-
00001 NAPA AUTO PARTS	484222		00130843	12003003 REPR PTS U#14516 FIRE DEPT	02/15/13	228816	70.84-
00001 NAPA AUTO PARTS	484393		00130910	12003052 RESCUE EQUIP #8 FIRE STA	02/15/13	228816	76.49-
00001 NAPA AUTO PARTS	484460		00130952	12003056 BATTERY/JACK U#16025 FIRE	02/15/13	228816	204.70-
NAPA AUTO PARTS Sum							878.55-
00001 NATL FIRE PROTECTION ASS	690510	21170	00130883	12002973 ANNUAL DUES FIRE DEPT	02/15/13	228817	165.00-
NATL FIRE PROTECTION ASS Sum							165.00-
00001 NATL RIFLE ASSN (LEAD)	CD-001		00129091	12002972 TRNG RIFLES P/F ACADEMY	02/15/13	228818	65.00-
NATL RIFLE ASSN (LEAD) Sum							65.00-
00001 NEWELL PAPER COMPANY	554197		00130533	12002722 JANIT SUPP CITY HALL	02/15/13	228819	263.52-
00001 NEWELL PAPER COMPANY	555019		00130878	12003045 JANIT SUPP POLICE DEPT	02/15/13	228819	555.20-
NEWELL PAPER COMPANY Sum							818.72-
00001 NORFOLK SOUTHERN CORP	90063406		00130968	12003062 3/13 LEASE RR ST PK LOT	02/15/13	228820	1,402.10-
NORFOLK SOUTHERN CORP Sum							1,402.10-
00001 OFFICE DEPOT INC	638289287001		00129811	12002777 OFFICE SUPP PLANNING DEPT	02/15/13	228822	173.49-
00001 OFFICE DEPOT INC	638289413001		00129811	12002778 OFFICE SUPP PLANNING DEPT	02/15/13	228822	84.53-
00001 OFFICE DEPOT INC	638289414001		00129811	12002779 OFFICE SUPP PLANNING DEPT	02/15/13	228822	5.42-
00001 OFFICE DEPOT INC	638289413001		00129811	12002829 OFFICE SUPP PLANNING DEPT	02/15/13	228822	13.56-
00001 OFFICE DEPOT INC	1549042676		00130708	12002974 OFFICE SUPP CONSTR DEPT	02/15/13	228822	53.68-
00001 OFFICE DEPOT INC	1548417565		00130637	12002979 OFFICE SUPP CEM/FORESTRY	02/15/13	228822	35.47-
00001 OFFICE DEPOT INC	643512207001		00130650	12002981 OFFICE SUPP P/F ACADEMY	02/15/13	228822	159.98-
00001 OFFICE DEPOT INC	643512205001		00130919	12002982 OFFICE SUPP P/F ACADEMY	02/15/13	228822	57.11-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	14 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 OFFICE DEPOT INC	643512206001	00130919	12002983	OFFICE SUPP P/F ACADEMY	02/15/13	228822	12.59-
00001 OFFICE DEPOT INC	1548417569	00130671	12002990	OFFICE SUPP INFO TECH	02/15/13	228822	1,719.88-
00001 OFFICE DEPOT INC	1549042675	00130711	12003005	OFFICE SUPP CONSTR DEPT	02/15/13	228822	99.95-
00001 OFFICE DEPOT INC	624170150001	00127070	12003010	BAL STMT	02/15/13	228822	79.99-
00001 OFFICE DEPOT INC	640074099001	00127070	12003011	BAL STMT	02/15/13	228822	79.99-
OFFICE DEPOT INC Sum							2,415.66-
00001 ORION PLANNING GROUP	#10	00130932	12002989	PYMT#10 LAND DEV CODE UPDATE	02/15/13	228823	3,903.65-
ORION PLANNING GROUP Sum							3,903.65-
00001 OVERHEAD DOOR CO OF HBUR	62529	00130673	12002800	GATE REPR POLICE SERVICE CNTR	02/15/13	228824	395.00-
OVERHEAD DOOR CO OF HBUR Sum							395.00-
00001 OWENS BUSINESS MACHINES	247265	00130737	12002799	COPIER MAINT 2013 POLICE	02/15/13	228825	1,210.00-
OWENS BUSINESS MACHINES Sum							1,210.00-
00001 PEANUTS TOWING SERVICE	61867	00130017	12002737	TOWING U#8669 STREET	02/15/13	228827	75.00-
PEANUTS TOWING SERVICE Sum							75.00-
00001 PEARL RIVER VALLEY EPA (	102100005 2/	00020139	12003033	MNTHLY 2/13 PUBLIC SERVICES	02/15/13	228828	593.11-
00001 PEARL RIVER VALLEY EPA (	2/13 GENERAL	00020139	12003034	MNTHLY 2/13 PUBLIC SERVICES	02/15/13	228828	5,245.92-
PEARL RIVER VALLEY EPA (							5,839.03-
Sum							98,793.00-
00001 PEARL TO LEAF RIVER RAIL FYE 9/30/13	00130991	12003131	ANNUAL CONTRIBUTION		02/15/13	228829	139.50-
PEARL TO LEAF RIVER RAIL Sum							139.50-
00001 PEAVEY, LYNN COMPANY	268508	00129725	12002764	EVIDENCE TAPE POLICE DEPT	02/15/13	228830	24,401.14-
PEAVEY, LYNN COMPANY Sum							5,178.17-
00001 PINE BELT OIL COMPANY IN	1009704	00130523	12002715	GASOLINE, DIESEL PUBLIC WORKS	02/15/13	228832	1,223.00-
00001 PINE BELT OIL COMPANY IN	POLICE 1/1-3	00130719	12002789	MINIT MART CHGS 1/13 FIRE	02/15/13	228832	489.38-
00001 PINE BELT OIL COMPANY IN	FIRE 1/1-31/	00130719	12002790	MINIT MART CHGS 1/13 FIRE	02/15/13	228832	26.80-
00001 PINE BELT OIL COMPANY IN	655548	00130739	12002815	GAS CARD FEES PUBLIC WORKS	02/15/13	228832	47.55-
00001 PINE BELT OIL COMPANY IN	2195678	00130868	12002934	GASOLINE CHARGE POLICE DEPT	02/15/13	228832	26,149.60-
00001 PINE BELT OIL COMPANY IN	2195680	00130863	12002944	DIESEL U#13933 FIRE DEPT	02/15/13	228832	461.96-
00001 PINE BELT OIL COMPANY IN	1009701	00130743	12002963	GASOLINE, DIESEL PUBLIC WORKS	02/15/13	228832	
00001 PINE BELT OIL COMPANY IN	656165	00130870	12003046	MOTOR OIL POLICE STOCK	02/15/13	228832	
PINE BELT OIL COMPANY IN Sum							57,977.60-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Page 15
Date - 02/13/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 PINE BELT REGIONAL SOLID	100006 1/13	00130895	12002976	REFUSE DISPOSAL 12/31-1/30	02/15/13	228833	40,722.44-
00001 PINE BELT REGIONAL SOLID	100006 1/13	00130955	12003060	ADDL DISPOSAL CHGS 1/13	02/15/13	228833	3,451.89-
PINE BELT REGIONAL SOLID Sum							44,174.33-
00001 PRISONER TRANSPORT SERVI	69738	00130487	12003118	SERVS T YVOME-OHIO 2/6/13	02/15/13	228839	791.35-
PRISONER TRANSPORT SERVI Sum							791.35-
00001 PRO TRAVEL INC	DL/G3MBET DU	00130766	12002833	DUPREE 3/21-24 CALEA CONF	02/15/13	228840	475.60-
PRO TRAVEL INC Sum							475.60-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00130717	12002785	LOBBYING RETAINER FEE 2/13	02/15/13	228841	3,000.00-
PRUITT GROUP, THE Sum							3,000.00-
00001 PRUITT, TOMMIE L	02/05/13	00130784	12002831	ENT 2/5 BLACK HISTORY PROGRAM	02/05/13	17382	550.00-
PRUITT, TOMMIE L Sum							550.00-
00001 QUILL CORPORATION	9250978	00130707	12003058	OFFICE SUPP TRAFFIC/CONSTR	02/15/13	228844	890.49-
00001 QUILL CORPORATION	9258628	00130707	12003059	OFFICE SUPP TRAFFIC/CONSTR	02/15/13	228844	21.98-
QUILL CORPORATION Sum							912.47-
00001 RAY-E FOUNDATION INC	JUNETEENTH S	00131002	12003117	JUNETEENTH SPONSORSHIP 2013	02/15/13	228845	1,000.00-
RAY-E FOUNDATION INC Sum							1,000.00-
00001 RICOH CORP	5024867725	00130734	12002783	COPIER MAINT 2013 INFO TECH	02/15/13	228847	4,095.12-
RICOH CORP Sum							4,095.12-
00001 RJ YOUNG COMPANY	319314	00130684	12002805	COPIER LEASE 2013 DETECTIVES	02/15/13	228848	518.00-
00001 RJ YOUNG COMPANY	319265	00130765	12002841	COPIER MAINT 2013 FIRE DEPT	02/15/13	228848	196.00-
00001 RJ YOUNG COMPANY	319264	00130765	12002842	COPIER OVERAGE 10/28-1/28/13	02/15/13	228848	2.94-
00001 RJ YOUNG COMPANY	319705	00130852	12002951	COPIER MAINT 12/28-1/28 ENGR	02/15/13	228848	311.60-
00001 RJ YOUNG COMPANY	319274	00130886	12002968	COPIER MAINT 12/28-1/28 PLANN	02/15/13	228848	390.00-
RJ YOUNG COMPANY Sum							1,418.54-
00001 SCHWANDT, MARILYN T	PETTY CASH 1	00130899	12002965	PETTY CASH VARI DEPTS	02/15/13	228855	386.44-
SCHWANDT, MARILYN T Sum							386.44-
00001 SCOTTS HYDRAULIC SERVICE	13891	00130885	12002978	REPR PTS U#16724 AIRPORT	02/15/13	228857	94.94-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	16 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SCOTTS HYDRAULIC SERVICE Sum							94.94-
00001 SCRUGGS, DONOVAN	TRAV ADVANCE	00130604	12002721	TRAV ADV PLANN CONF CHICAGO	02/15/13	228858	1,326.12-
SCRUGGS, DONOVAN Sum							1,326.12-
00001 SHERWIN-WILLIAMS FLOOR C 6193-1	00127587	12002816		FLOORING ENGR DEPT UPSTAIRS	02/15/13	228860	8,946.94-
00001 SHERWIN-WILLIAMS FLOOR C 6193-1 (B)	00129590	12002817		ADDL AMT DUE PO#127587	02/15/13	228860	1,341.17-
SHERWIN-WILLIAMS FLOOR C Sum							10,288.11-
00001 SOLAR SUPPLY INC	0562145	12002797		FREON POLICE STOCK	02/15/13	228863	425.00-
00001 SOLAR SUPPLY INC	3439392	12002955		HVAC TOOLS CONSTR DEPT	02/15/13	228863	65.00-
00001 SOLAR SUPPLY INC	3439411	12002975		HAND TOOLS CONSTR DEPT	02/15/13	228863	69.06-
00001 SOLAR SUPPLY INC	3439396	12003040		HVAC MAINT SUPP TRAIN DEPOT	02/15/13	228863	298.99-
00001 SOLAR SUPPLY INC	3439395	12003132		HVAC FILTERS AIRPORT MAINT	02/15/13	228863	38.52-
SOLAR SUPPLY INC Sum							896.57-
00001 SOUTH MS EMERGENCY PHYSI	116915582/27	00130795	12002877	SERVS 11/20/12 TATUM-PRISONER	02/15/13	228864	512.00-
00001 SOUTH MS EMERGENCY PHYSI	117260114/27	00130795	12002878	SERVS 11/29/12 MINOR-PRISONER	02/15/13	228864	763.00-
00001 SOUTH MS EMERGENCY PHYSI	115554788/27	00130795	12002879	SERVS 9/23/12 BROWN-PRISONER	02/15/13	228864	512.00-
00001 SOUTH MS EMERGENCY PHYSI	114613913/27	00130795	12002880	SEVS 9/10/12 JACKSON-PRISONER	02/15/13	228864	512.00-
00001 SOUTH MS EMERGENCY PHYSI	113932726/27	00130795	12002881	SERVS 8/21/12 JEFFERSON-PRSNR	02/15/13	228864	512.00-
00001 SOUTH MS EMERGENCY PHYSI	115667553/27	00130795	12002882	SERVS 10/7/12 JONES-PRISONER	02/15/13	228864	852.00-
00001 SOUTH MS EMERGENCY PHYSI	280191812719	00130795	12002883	SERVS 12/15/12 GUILBEAU-PRSNR	02/15/13	228864	1,693.00-
SOUTH MS EMERGENCY PHYSI Sum							5,356.00-
00001 SOUTHEASTERN CONCRETE CO	8614	00130652	12002846	CONCRETE VARI LOC STREET	02/15/13	228865	353.25-
SOUTHEASTERN CONCRETE CO Sum							353.25-
00001 SOUTHERN BEVERAGE (BAD C DANIEL WALLE	02013263	12003064		MERCHANT FEE & FINE	02/15/13	228866	50.00-
SOUTHERN BEVERAGE (BAD C Sum							50.00-
00001 SOUTHERN MS PINE STRAW	7816	00130811	12002949	PINE STRAW PUBLIC WORKS	02/15/13	228867	60.00-
SOUTHERN MS PINE STRAW Sum							60.00-
00001 SOUTHERN PINE ELECTRIC P 2/13 GENERAL	00020139	12003035		MNTHLY 2/13 PUBLIC SERVICES	02/15/13	228868	1,318.25-
SOUTHERN PINE ELECTRIC P Sum							1,318.25-
00001 SOUTHERN PINES ANIMAL SH 3/13	00130999	12003130		HANDLING,HOUSING 3/13	02/15/13	228869	9,374.00-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	17 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN PINES ANIMAL SH Sum							9,374.00-
00001 SOUTHGROUP (GALEY)	HATTIES-02	9	00130801	12002864 NOTARY BOND-MOORE-POLICE DEPT	02/15/13	228872	100.00-
SOUTHGROUP (GALEY) Sum							100.00-
00001 SQUAD-FITTERS	0163274-IN		00130668	12002935 MOTORCYCLE COLLAR PINS	02/15/13	228873	71.20-
SQUAD-FITTERS Sum							71.20-
00001 STANDARD OFFICE SUPPLY C	0031810-00		00130630	12002719 OFFICE SUPP MUN CLERK	02/15/13	228874	80.83-
00001 STANDARD OFFICE SUPPLY C	0021770-001		00130463	12002776 NOTARY BOOK/STAMP-PURCHASING	02/15/13	228874	47.63-
00001 STANDARD OFFICE SUPPLY C	0031778-001		00130625	12002861 OFFICE SUPP POLICE DEPT	02/15/13	228874	879.44-
00001 STANDARD OFFICE SUPPLY C	0031467-001		00130346	12002964 OFFICE SUPP MUN COURT	02/15/13	228874	1,113.62-
00001 STANDARD OFFICE SUPPLY C	0032054-001		00130821	12002966 OFFICE SUPP ACCTG DEPT	02/15/13	228874	142.53-
00001 STANDARD OFFICE SUPPLY C	0032011-001		00130775	12002967 COPY PAPER PURCHASING	02/15/13	228874	79.98-
STANDARD OFFICE SUPPLY C Sum							2,344.03-
00001 STEVE SPEED ELECTRIC MOT	36		00130880	12002996 ELEC CORD CITY HALL FOUNTAIN	02/15/13	228875	95.00-
STEVE SPEED ELECTRIC MOT Sum							95.00-
00001 T & B MARINE WORLD INC	585295		00130903	12003002 RESCUE BOAT MOTOR/SHAFT-ACDMY	02/15/13	228876	1,240.00-
T & B MARINE WORLD INC Sum							1,240.00-
00001 TEMPLE INC	INV0117964		00129787	12002811 SIGNAL SUPP TRAFFIC DEPT	02/15/13	228877	3,469.77-
TEMPLE INC Sum							3,469.77-
00001 THOMAS, DARIEL A			02013267	12003071 MUNICIPAL COURT REFUND	02/15/13	228879	304.00-
THOMAS, DARIEL A Sum							304.00-
00001 THYSSENKRUPP ELEVATOR CO	334618		00130944	12003061 MAINT 2/13 PINE ST GARAGE	02/15/13	228880	410.45-
THYSSENKRUPP ELEVATOR CO Sum							410.45-
00001 TIFCO INDUSTRIES	70831710		00130615	12002977 HAND TOOLS AIRPORT MAINT	02/15/13	228881	564.37-
TIFCO INDUSTRIES Sum							564.37-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE		00131006	12003134 BAGGAGE-WASHINGTON NLC MEET	02/15/13	228883	25.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE		00131006	12003135 MEAL WASHINGTON NLC MEETING	02/15/13	228883	21.62-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE		00131006	12003136 BAGGAGE WASHINGTON NLC MEET	02/15/13	228883	25.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE		00131006	12003137 MEAL MADISON SHERIFF'S DEPT	02/15/13	228883	8.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00131006	12003138	GAS MML CONF JACKSON 1/29-31	02/15/13	228883	52.20-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00131006	12003139	HOTEL MML CONF JKSN 1/29-30	02/15/13	228883	398.88-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00131006	12003140	CHARTER AWARD SUBMISSION	02/15/13	228883	250.00-
TRUSTMARK BUSINESS CARD							
Sum							780.70-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	02013248	12002713	GARBAGE CAN LEASE DUE 02/28/13	02/01/13	17369	23,186.40-
TRUSTMARK NATIONAL BANK/							
Sum							23,186.40-
00001 U S CONFERENCE OF MAYORS	42832	00130915	12002987	2013 MBRSHF FEE	02/15/13	228884	3,489.00-
U S CONFERENCE OF MAYORS							
Sum							3,489.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1505	00130923	12003000	SERVS 1/28/13 POLICE DEPT	02/15/13	228887	30.66-
UNITED PARCEL SERVICE IN							
Sum							30.66-
00001 UNIVERSITY OF MISSISSIPPI	REG-LAWRENCE	00130905	12002988	REG-LAWRENCE-JACKSON CONF	02/15/13	228888	125.00-
UNIVERSITY OF MISSISSIPPI							
Sum							125.00-
00001 V F W OF THE US	PARKING SPAC	00130715	12002828	PARKING SPACES 2/13	02/15/13	228889	75.00-
V F W OF THE US							
Sum							75.00-
00001 WARREN PAVING INC	11824MB	00129706	12002855	CRUSHED CONCRETE VARI LOC ST	02/15/13	228895	2,597.94-
WARREN PAVING INC							
Sum							2,597.94-
00001 WASTE MANAGEMENT OF SOUT	0006231-2526	00130866	12002961	REFUSE DISPOSAL 1-16/31 SANIT	02/15/13	228896	5,588.44-
WASTE MANAGEMENT OF SOUT							
Sum							5,588.44-
00001 WASTE PRO HATTIESBURG	227070	00130982	12003129	RECYCLING FEES 1/13 SANIT	02/15/13	228897	5,700.00-
WASTE PRO HATTIESBURG							
Sum							5,700.00-
00001 WATERS INTERNATIONAL TRU	1032H	00127190	12002767	ASSET ID #18907	02/04/13	17372	204,792.56-
00001 WATERS INTERNATIONAL TRU	230280027	00130422	12002749	REPRS U#17731 SANIT	02/15/13	228898	576.96-
00001 WATERS INTERNATIONAL TRU	230350052	00130733	12002950	REPRS U#13982 STREET	02/15/13	228898	1,841.04-
00001 WATERS INTERNATIONAL TRU	8-230360060	00130631	12002958	REPR PTS U#17722 SANIT	02/15/13	228898	292.21-
00001 WATERS INTERNATIONAL TRU	8-230360060	00130631	12002959	REPR PTS U#12891 CEMETERY	02/15/13	228898	555.00-
00001 WATERS INTERNATIONAL TRU	230350030	00130723	12002960	REPRS U#17727 SANIT	02/15/13	228898	372.16-
WATERS INTERNATIONAL TRU							
Sum							208,429.93-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Page	- 19
Date	- 02/13/13

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Descript.
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
11	...
12	...
13	...
14	...
15	...
16	...
17	...
18	...
19	...
20	...
21	...
22	...
23	...
24	...
25	...
26	...
27	...
28	...
29	...
30	...
31	...
32	...
33	...
34	...
35	...
36	...
37	...
38	...
39	...
40	...
41	...
42	...
43	...
44	...
45	...
46	...
47	...
48	...
49	...
50	...
51	...
52	...
53	...
54	...
55	...
56	...
57	...
58	...
59	...
60	...
61	...
62	...
63	...
64	...
65	...
66	...
67	...
68	...
69	...
70	...
71	...
72	...
73	...
74	...
75	...
76	...
77	...
78	...
79	...
80	...
81	...
82	...
83	...
84	...
85	...
86	...
87	...
88	...
89	...
90	...
91	...
92	...
93	...
94	...
95	...
96	...
97	...
98	...
99	...
100	...

ion

Check
Date

Check
No.Check
Amount

00001	WILLMUT GAS & OIL COMPAN	2/13	GENERAL	00020139	12003032	MNTHLY GAS-GENERAL	02/15/13	228901	6,274.70-
-------	--------------------------	------	---------	----------	----------	--------------------	----------	--------	-----------

WILLMUT GAS & OIL COMPAN
Sum

000001	WINN-DIXIE STORES INC #3	LADONNA KNIG	02013163	12003067	MERCHANT FEE & FINE	02/15/13	228903	47.08-
--------	--------------------------	--------------	----------	----------	---------------------	----------	--------	--------

WINN-DIXIE STORES INC #3
Sum

00001	WORKWELL SERVICES (SEE V	DRUG	SCREENS	00130966	12003043	EMP	DRUG	SCREENS	8/12-12/12	02/15/13	228904	2,430.00-
-------	--------------------------	------	---------	----------	----------	-----	------	---------	------------	----------	--------	-----------

WORKWELL SERVICES (SEE V
SUM

00001	1ST	SOURCE	SERVALL	BD840322	00130764	12002962	HEAT	UNIT	REPR	PTS	228905	02/15/13	228905	103.24-
-------	-----	--------	---------	----------	----------	----------	------	------	------	-----	--------	----------	--------	---------

1ST SOURCE SERVALL
Sum

Sum

1,787,532.03-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	21 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00002 BURKETT, LASHONTAY			02013266	12000702 OFFICIAL-YOUTH SPORTS	02/15/13	228667	238.00-
BURKETT, LASHONTAY Sum							391.00-
00002 C SPIRE WIRELESS (CELLUL			02013253	12000643 CELL PHONE SERV 12/12 PKS/REC	02/15/13	228671	198.60-
C SPIRE WIRELESS (CELLUL Sum							198.60-
00002 CAMPER CITY OF HATTIESBU	21082		00130830	12000646 TRAILER REPR GRNDS MAINT	02/15/13	228672	60.00-
CAMPER CITY OF HATTIESBU Sum							60.00-
00002 CITY OF HATTIESBURG FUND	02/05/13		02013254	12000638 TRF 1ST 02/13 PAYROLL	02/05/13	36282	43,342.53-
CITY OF HATTIESBURG FUND Sum							43,342.53-
00002 CLEMETS HARDWARE	105069		00130799	12000644 TAPE MEASURE/WHEEL	02/15/13	228680	70.99-
00002 CLEMETS HARDWARE	105113		00130928	12000667 RAINSUITS GRNDS CREWS	02/15/13	228680	194.59-
CLEMETS HARDWARE Sum							265.58-
00002 CLINESIGNS	1541		00130580	12000653 PARK SIGN EAST 8TH STREET	02/15/13	228681	180.00-
CLINESIGNS Sum							180.00-
00002 COLQUITT, EMMA			SPORTS SERVS	02013265 12000677 SPORTS SUPPORT SERVICES	02/15/13	228683	42.00-
COLQUITT, EMMA Sum							42.00-
00002 COMMERCIAL STATIONERY CO	339617-0		00130261	12000655 OFFICE SUPP MCNAIR/SIGLER	02/15/13	228685	725.29-
00002 COMMERCIAL STATIONERY CO	336917-1		00130261	12000656 OFFICE SUPP MCNAIR/SIGLER	02/15/13	228685	27.99-
COMMERCIAL STATIONERY CO Sum							753.28-
00002 COMSOUTH	168183		00130116	12000629 RADIO REPR GRNDS MAINT	02/15/13	228687	345.00-
00002 COMSOUTH	168282		00130285	12000630 RADIO REPR GRNDS MAINT	02/15/13	228687	78.00-
COMSOUTH Sum							423.00-
00002 DUNAGIN PEST CONTROL (PRE	8731680		00130831	12000648 SENTRICON SERV DAHMER POOL	02/15/13	228700	56.25-
00002 DUNAGIN PEST CONTROL (PRE	8731708		00130831	12000649 SENTRICON SERV TATUM SOFTBALL	02/15/13	228700	73.75-
00002 DUNAGIN PEST CONTROL (PRE	8731674		00020133	12000716 SRV 1-3/13 CARPENTER SHOP	02/15/13	228700	54.00-
00002 DUNAGIN PEST CONTROL (PRE	8731670		00020133	12000717 SRV 1-3/13 BOYS BRHOOD	02/15/13	228700	54.00-
00002 DUNAGIN PEST CONTROL (PRE	8731673		00020133	12000718 SRV 1-3/13 CAMERON FLD	02/15/13	228700	54.00-
00002 DUNAGIN PEST CONTROL (PRE	8731679		00020133	12000719 SRV 1-3/13 DAHMER POOL	02/15/13	228700	54.00-
00002 DUNAGIN PEST CONTROL (PRE	8731707		00020133	12000720 SRV 1-3/13 TATUM SOCCER	02/15/13	228700	135.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 DUNAGIN PEST CONTROL(PRE	8731709	00020133	12000721	SRV 1-3/13 TIMBERTON	02/15/13	228700	81.00-
00002 DUNAGIN PEST CONTROL(PRE	8731696	00020133	12000722	CREDIT	02/15/13	228700	54.00
DUNAGIN PEST CONTROL(PRE Sum							508.00-
00002 DUNMORE, JOHNATHAN		02013265	12000678	SPORTS SUPPORT SERVICES	02/15/13	228701	273.00-
DUNMORE, JOHNATHAN Sum							273.00-
00002 EAGLE GOLF & ATHLETICS I	PO#130519	2/	00130519	12000654 GRADE TATUM BASEBALL INFIELD	02/15/13	228702	4,796.00-
EAGLE GOLF & ATHLETICS I Sum							4,796.00-
00002 EASTERLING, ISAIAH (POLL	OFFICIAL	1/2	02013266	12000703 OFFICIAL-YOUTH SPORTS	02/15/13	228703	51.00-
EASTERLING, ISAIAH (POLL Sum							51.00-
00002 ECONOMY SUPPLY CO	184618		00130657	12000634 RPLCMNT LOCK JC PK RESTROOM	02/15/13	228704	42.95-
00002 ECONOMY SUPPLY CO	187200		00130639	12000640 METAL DOOR CAMERON FIELD	02/15/13	228704	453.00-
ECONOMY SUPPLY CO Sum							495.95-
00002 ELKINS WHOLESALE INC	164443-00		00130515	12000623 JANIT SUPP GRNDS MAINT	02/15/13	228706	289.87-
00002 ELKINS WHOLESALE INC	164443-01		00130515	12000624 JANIT SUPP GRNDS MAINT	02/15/13	228706	58.80-
00002 ELKINS WHOLESALE INC	165436-00		00130812	12000666 JANIT SUPP GRNDS MAINT	02/15/13	228706	193.60-
ELKINS WHOLESALE INC Sum							542.27-
00002 FAIRLEY, LAKENDRA		SPORTS SERVS	02013265	12000679 SPORTS SUPPORT SERVICES	02/15/13	228709	21.00-
FAIRLEY, LAKENDRA Sum							21.00-
00002 FAIRLEY, TRE		SPORTS SERVS	02013265	12000680 SPORTS SUPPORT SERVICES	02/15/13	228710	21.00-
FAIRLEY, TRE Sum							21.00-
00002 FAIRLEY, WILLIAM (VASTON		SPORTS SERVS	02013265	12000681 SPORTS SUPPORT SERVICES	02/15/13	228711	350.00-
FAIRLEY, WILLIAM (VASTON Sum							350.00-
00002 FASTENAL COMPANY	MSHAT156234	00130307	12000627	OIL ABSORBANT GRNDS MAINT	02/15/13	228712	34.30-
00002 FASTENAL COMPANY	MSHAT156041	00130491	12000661	SAFETY VESTS GRNDS MAINT	02/15/13	228712	655.25-
FASTENAL COMPANY Sum							689.55-
00002 FERGUSON ENTERPRISES INC	1170709		00130540	12000645 PLUMB SUPP-TATUM TENNIS RESTR	02/15/13	228714	158.86-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	23 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FERGUSON ENTERPRISES INC Sum							158.86-
00002 GRAVES, GARY L			12000704	OFFICIAL-YOUTH SPORTS	02/15/13	228744	255.00-
GRAVES, GARY L Sum							255.00-
00002 GRIFFIN, GABRIEL			12000705	OFFICIAL-YOUTH SPORTS	02/15/13	228745	527.00-
GRIFFIN, GABRIEL Sum							527.00-
00002 HINES, ERIC			12000706	OFFICIAL-ADULT BASKETBALL	02/15/13	228753	289.00-
HINES, ERIC Sum							289.00-
00002 HOSKINS, JAZAMINE			12000682	SPORTS SUPPORT SERVICES	02/15/13	228755	301.00-
HOSKINS, JAZAMINE Sum							301.00-
00002 IRBY, STUART C CO	S007318968.0	00128681	12000675	ELEC SUPP-LIGHTS-CHAIN PARK	02/15/13	228766	595.00-
00002 IRBY, STUART C CO	S007318958.0	00128681	12000676	CREDIT	02/15/13	228766	595.00
IRBY, STUART C CO Sum							
00002 JACKSON, ROOSEVELT III	123113	00130705	12000674	PAINT TATUM BASEBALL COMPLEX	02/15/13	228767	13,735.00-
JACKSON, ROOSEVELT III Sum							13,735.00-
00002 JET CONSTRUCTION	1562	00130808	12000669	TOPSOIL KP TENNIS LANDSCAPE	02/15/13	228769	192.00-
JET CONSTRUCTION Sum							192.00-
00002 JONES, ANN			12000723	PETTY CASH GRNDS MAINT	02/15/13	228771	143.28-
JONES, ANN Sum							143.28-
00002 KEATON, CHRISTOPHER			12000707	OFFICIAL-ADULT BASKETBALL	02/15/13	228773	391.00-
KEATON, CHRISTOPHER Sum							391.00-
00002 KELLY, KEITH			12000708	OFFICIAL-ADULT BASKETBALL	02/15/13	228774	119.00-
KELLY, KEITH Sum							119.00-
00002 KEYS, MECHEKA			12000683	SPORTS SUPPORT SERVICES	02/15/13	228777	350.00-
KEYS, MECHEKA							

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013						Page Date	24 02/13/13
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							350.00-
00002 KINSEY WELDING	4843	00130383	12000671	REBUILD/REHANG DAHMER GATES	02/15/13	228778	550.00-
00002 KINSEY WELDING	4841	00130383	12000672	BACKSTOP REPR PEOPLES PARK	02/15/13	228778	400.00-
00002 KINSEY WELDING	4840	00130929	12000673	REPR TATUM SOCCER GOALS	02/15/13	228778	175.00-
KINSEY WELDING							1,125.00-
Sum							306.00-
00002 KIRKSEY, JOHNATHAN	OFFICIAL 1/2	02013266	12000709	OFFICIAL-ADULT BASKETBALL	02/15/13	228779	
KIRKSEY, JOHNATHAN							
Sum							306.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02013265	12000684	SPORTS SUPPORT SERVICES	02/15/13	228780	350.00-
KIRKSEY, NANCY JONES							350.00-
Sum							45.00-
00002 LANCASTER'S MACHINE & WE	21102	00130401	12000663	DECK REPR U#15111	02/15/13	228783	45.00-
LANCASTER'S MACHINE & WE							45.00-
Sum							238.00-
00002 LINDSEY, TABORIS	OFFICIAL 1/2	02013266	12000711	OFFICIAL-ADULT BASKETBALL	02/15/13	228786	
LINDSEY, TABORIS							
Sum							238.00-
00002 LOCKE, JACKIE W	OFFICIAL 1/2	02013266	12000710	OFFICIAL-YOUTH SPORTS	02/15/13	228787	238.00-
LOCKE, JACKIE W							238.00-
Sum							77.42-
00002 MCELHANEY PLUMBING INC	203767	00130539	12000641	PLUMB SUPP TATUM TENNIS RESTR	02/15/13	228792	77.42-
MCELHANEY PLUMBING INC							220.00-
Sum							220.00-
00002 MCPHAIL, HOWARD F	SPORTS SERVS	02013265	12000685	SPORTS SUPPORT SERVICES	02/15/13	228795	220.00-
MCPHAIL, HOWARD F							391.00-
Sum							391.00-
00002 MILLER, LLOYD M	OFFICIAL 1/2	02013266	12000712	OFFICIAL-ADULT BASKETBALL	02/15/13	228799	261.71-
MILLER, LLOYD M							261.71-
Sum							261.71-
00002 MOORE'S LOCK AND KEY LLC	12867	00130682	12000636	LOCK REPR CAMERON CONCESSIONS	02/15/13	228802	4,443.35-
MOORE'S LOCK AND KEY LLC							4,443.35-
Sum							4,443.35-
00002 MS POWER COMPANY	2/13 PKS/REC	00020139	12000665	MNTHLY ELEC-PARKS & REC	02/15/13	228809	
MS POWER COMPANY							
Sum							

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	25 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							4,443.35-
00002 NAPA AUTO PARTS	484191	00130813	12000660	LUBRICANTS GRNDS MAINT	02/15/13	228816	487.44-
NAPA AUTO PARTS Sum							487.44-
00002 NEWELL PAPER COMPANY	554325	00130632	12000639	TRASH BAGS GRNDS MAINT	02/15/13	228819	191.55-
NEWELL PAPER COMPANY Sum							191.55-
00002 PETERSON, DEION				SPORTS SERV 02013265 12000686 SPORTS SUPPORT SERVICES	02/15/13	228831	154.00-
PETERSON, DEION Sum							154.00-
00002 PLAY IT AGAIN SPORTS				PO#130077 1/ 00130077 12000635 BASKETBALL ITEMS 2013 LEAGUES	02/15/13	228835	325.05-
00002 PLAY IT AGAIN SPORTS				PO#130183 1/ 00130183 12000637 BASKETBALLS 2013 ADULT LEAGUE	02/15/13	228835	86.74-
00002 PLAY IT AGAIN SPORTS				PO#130169 2/ 00130169 12000657 T SHIRTS YOUTH BASKETBALL	02/15/13	228835	1,381.50-
PLAY IT AGAIN SPORTS Sum							1,793.29-
00002 POWELL, OLIVIA				SPORTS SERV 02013265 12000687 SPORTS SUPPORT SERVICES	02/15/13	228836	35.00-
POWELL, OLIVIA Sum							35.00-
00002 POWELL, RANDY				SPORTS SERV 02013265 12000688 SPORTS SUPPORT SERVICES	02/15/13	228837	420.00-
POWELL, RANDY Sum							420.00-
00002 RAY, RONNIE				OFFICIAL 1/2 02013266 12000713 OFFICIAL-ADULT BASKETBALL	02/15/13	228846	187.00-
RAY, RONNIE Sum							187.00-
00002 ROBINSON, MARVIN				OFFICIAL 1/2 02013266 12000714 OFFICIAL-ADULT BASKETBALL	02/15/13	228849	272.00-
ROBINSON, MARVIN Sum							272.00-
00002 ROGERS, JARVIS				SPORTS SERV 02013265 12000689 SPORTS SUPPORT SERVICES	02/15/13	228850	133.00-
ROGERS, JARVIS Sum							133.00-
00002 SANFORD, JOHN L JR INC	44139	00130470	12000658	INFIELD MIX TATUM BALLFIELDS	02/15/13	228852	320.00-
SANFORD, JOHN L JR INC Sum							320.00-
00002 SIMPSON, ARTIS				SPORTS SERV 02013265 12000690 SPORTS SUPPORT SERVICES	02/15/13	228862	21.00-
SIMPSON, ARTIS							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							21.00-
00002 SOUTHEASTERN CONCRETE CO	8576		00130589	12000625 CONCRETE TATUM PARK	02/15/13	228865	235.50-
SOUTHEASTERN CONCRETE CO							
Sum							235.50-
00002 UNITED FENCE COMPANY	00015165		00129885	12000647 INSTALL POSTS TATUM SOCCER	02/15/13	228886	650.00-
00002 UNITED FENCE COMPANY	00015164		00128609	12000651 FENCE POSTS TATUM PARK	02/15/13	228886	1,400.00-
UNITED FENCE COMPANY							
Sum							2,050.00-
00002 VARNADO, ALEXZANDRIA			02013265	12000691 SPORTS SUPPORT SERVICES	02/15/13	228890	231.00-
VARNADO, ALEXZANDRIA							
Sum							231.00-
00002 VARNADO, UNDRA			02013265	12000692 SPORTS SUPPORT SERVICES	02/15/13	228891	420.00-
VARNADO, UNDRA							
Sum							420.00-
00002 VINCENT, CALVIN JR			02013265	12000693 SPORTS SUPPORT SERVICES	02/15/13	228892	324.00-
VINCENT, CALVIN JR							
Sum							324.00-
00002 VULCAN MATERIALS CO	30175270		00130469	12000642 RIPRAP TATUM SOCCER DRAINAGE	02/15/13	228893	1,287.06-
VULCAN MATERIALS CO							
Sum							1,287.06-
00002 WARE, DERRICK			02013265	12000694 SPORTS SUPPORT SERVICES	02/15/13	228894	273.00-
WARE, DERRICK							
Sum							273.00-
00002 WHEELER, CURTIS			02013265	12000695 SPORTS SUPPORT SERVICES	02/15/13	228899	483.00-
WHEELER, CURTIS							
Sum							483.00-
00002 WILLMUT GAS & OIL COMPAN	2/13 PKS/REC	00020139	12000664	MNTHLY GAS-PARKS & REC	02/15/13	228901	351.19-
WILLMUT GAS & OIL COMPAN							
Sum							351.19-
00002 WINDHAM, CRYSTAL			02013265	12000696 SPORTS SUPPORT SERVICES	02/15/13	228902	21.00-
WINDHAM, CRYSTAL							
Sum							21.00-
Sum							90,863.52-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION 00005 OFFICE DEPOT INC	642033980001	00130381	12000024	OFFICE CHAIRS FIRE ADM	02/15/13	228822	540.00-
OFFICE DEPOT INC Sum							540.00-
00005 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	00028401107	02013260	12000025	FIRE TRUCK LEASE NOTE #33523	02/07/13	21644	14,340.60-
							14,340.60-
Sum							14,880.60-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 CHILD SUPPORT ENFORCEMENT	3871	00201385	12000283	CHILD SUPPORT	02/01/13	17363	200.00-
CHILD SUPPORT ENFORCEMENT Sum							200.00-
00006 FAMILY SUPPORT PAYMENT C	9865	00201385	12000286	CHILD SUPPORT	02/01/13	17366	700.00-
FAMILY SUPPORT PAYMENT C Sum							700.00-
00006 JOHN R REEVES PC (CHILD	6467	00201385	12000284	CHILD SUPPORT	02/01/13	17364	150.00-
JOHN R REEVES PC (CHILD Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	00201385	12000281	CHILD SUPPORT	02/01/13	17361	540.00-
LAMAR CTY CHANCERY CLERK Sum							540.00-
00006 NC CHILD SUPPORT CENTRAL	7589	00201385	12000282	CHILD SUPPORT	02/01/13	17362	220.00-
NC CHILD SUPPORT CENTRAL Sum							220.00-
00006 STEPHENSON, STEWART	02/01/13	00201390	12000279	REFUND GARNISHMENT INS W/H	02/01/13	17359	388.00-
STEPHENSON, STEWART Sum							388.00-
00006 TEXAS CHILD SUPPORT SOU	6226	00201385	12000285	CHILD SUPPORT	02/01/13	17365	500.00-
TEXAS CHILD SUPPORT SOU Sum							500.00-
00006 UNITED HEALTHCARE INS CO	02/01/13	00201391	12000288	PREMIUM DUE 2/2013 COVERAGE	02/01/13	17368	3,570.60-
UNITED HEALTHCARE INS CO Sum							3,570.60-
Sum							6,268.60-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	29 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT. 00009 AAMCO TRANS/AUTOMOTIVE S	125485	00130241	12000592	REPRS U#14760 TRANS	02/15/13	228621	1,300.00-
AAMCO TRANS/AUTOMOTIVE S Sum							1,300.00-
00009 ADVANCE AUTO PARTS	560430307828	00130640	12000600	RADIATOR U#11960 PK OPER	02/15/13	228623	148.42-
ADVANCE AUTO PARTS Sum							148.42-
00009 ALLBRITTON CHAIN SAW & L	24131	00130035	12000608	PIPE SAW PARTS/CABLE SEWER	02/15/13	228635	98.70-
ALLBRITTON CHAIN SAW & L Sum							98.70-
00009 AUTO ARMATURE SERVICE IN	7833	00130456	12000590	STARTER U#11 TRANS	02/15/13	228645	349.95-
00009 AUTO ARMATURE SERVICE IN	7991	00130636	12000614	ALTERNATOR U#13513 TRANS	02/15/13	228645	99.95-
AUTO ARMATURE SERVICE IN Sum							449.90-
00009 BLOSSMAN GAS INC	312809	00130911	12000677	PROPANE PLANT FORKLIFT	02/15/13	228654	26.00-
BLOSSMAN GAS INC Sum							26.00-
00009 BONNER ANALYTICAL TESTIN	51622	00130674	12000594	NPDES MONITORING 1/13 LAGOON	02/15/13	228655	885.82-
00009 BONNER ANALYTICAL TESTIN	51666	00130825	12000663	BOIL WTR SAMPLES 1/13	02/15/13	228655	100.00-
BONNER ANALYTICAL TESTIN Sum							985.82-
00009 BOUTWELL, MATTHEW		PETTY CASH 1	00130925	12000675 PETTY CASH TRANS/PLT/LAGOON	02/15/13	228657	138.18-
BOUTWELL, MATTHEW Sum							138.18-
00009 BRUNINI	185420	00130692	12000611	SERVS 12/12 GULF RESTORATION	02/15/13	228665	10,117.19-
00009 BRUNINI	185419	00130692	12000612	SERVS 12/12 USA YEAST	02/15/13	228665	15,690.14-
BRUNINI Sum							25,807.33-
00009 C SPIRE WIRELESS (CELLUL	12/23/12-1/2	02013253	12000619	CELL PHONE SERV 12/12 W&SO&M	02/15/13	228671	207.54-
C SPIRE WIRELESS (CELLUL Sum							207.54-
00009 CENTRAL PIPE SUPPLY INC	R82544	00129662	12000599	LAPTOP EQUIP U#18705	02/15/13	228675	3,145.00-
00009 CENTRAL PIPE SUPPLY INC	R82433	00130448	12000660	PLUMB SUPP TRANS STOCK	02/15/13	228675	727.75-
00009 CENTRAL PIPE SUPPLY INC	R82670	00130448	12000661	PLUMB SUPP TRANS STOCK	02/15/13	228675	177.75-
00009 CENTRAL PIPE SUPPLY INC	R82037	00130134	12000669	FIRE HYDRANTS TRANS STOCK	02/15/13	228675	8,571.72-
00009 CENTRAL PIPE SUPPLY INC	R82875	00130134	12000670	FIRE HYDRANTS TRANS STOCK	02/15/13	228675	919.45-
CENTRAL PIPE SUPPLY INC Sum							13,541.67-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 CERTIFIED LABORATORIES	998466	00130773	12000678	CHEMICALS SEWER/LAGOONS	02/15/13	228676	22,091.00-
CERTIFIED LABORATORIES Sum							22,091.00-
00009 CITY OF HATTIESBURG FUND	02/05/13	02013254	12000613	TRF 1ST 02/13 PAYROLL	02/05/13	21643	75,319.71-
CITY OF HATTIESBURG FUND Sum							75,319.71-
00009 COBURN'S SUPPLY CO INC	605569438	00130446	12000602	PLUMB SUPP TRANS DEPT	02/15/13	228682	315.04-
00009 COBURN'S SUPPLY CO INC	605576896	00130527	12000604	PIPE IUBRICANT SEWER DEPT	02/15/13	228682	35.64-
COBURN'S SUPPLY CO INC Sum							350.68-
00009 CONTROL SYSTEMS INC	46760	00130836	12000671	SERV CALL 1/11/13 LAGOON	02/15/13	228688	3,665.66-
00009 CONTROL SYSTEMS INC	46747	00130836	12000672	SERV CALL 1/11/13 LAGOON	02/15/13	228688	1,776.52-
CONTROL SYSTEMS INC Sum							5,442.18-
00009 D P C ENTERPRISES LP	212000238-13	00130644	12000715	CHEMICALS-LAGOONS	02/15/13	228690	2,328.00-
D P C ENTERPRISES LP Sum							2,328.00-
00009 DEVINEY EQUIPMENT	IV00304	00130452	12000668	REPR PTS U#16050 TRANS	02/15/13	228693	109.56-
00009 DEVINEY EQUIPMENT	IV00470	00130823	12000679	REPR PTS U#13803 SEWER	02/15/13	228693	115.96-
DEVINEY EQUIPMENT Sum							225.52-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00130967	12000709	SEWER BILLING REPORT 1/13	02/15/13	228694	225.90-
DIXIE COMMUNITY UTILITY Sum							225.90-
00009 DUNAGIN PEST CONTROL(PRE	8731714	00020133	12000716	SRV 1-3/13 WATER OFFICE	02/15/13	228700	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8731711	00020133	12000717	SRV 1-3/13 PLT-LOWER	02/15/13	228700	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8731712	00020133	12000718	SRV 1-3/13 PLT-UPPER	02/15/13	228700	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8731715	00020133	12000719	SRV 1-3/13 PLT-JAMES ST	02/15/13	228700	56.70-
00009 DUNAGIN PEST CONTROL(PRE	8731671	00020133	12000720	SRV 1-3/13 BURKETT STA	02/15/13	228700	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8731682	00020133	12000721	SRSV 1-3/13 E LAUREL STA	02/15/13	228700	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8731698	00020133	12000722	SRV 1-3/13 N LAGOON STA	02/15/13	228700	45.00-
DUNAGIN PEST CONTROL(PRE Sum							353.70-
00009 FASTENAL COMPANY	MSHAT155883	00130161	12000609	NUTS/SCREWS SOUTH LAGOON	02/15/13	228712	61.05-
FASTENAL COMPANY Sum							61.05-
00009 G & K SERVICES	1035323557	00130669	12000620	UNIFORMS 11/06 TRANS	02/15/13	228738	44.67-
00009 G & K SERVICES	1035325605	00130669	12000621	UNIFORMS 11/13 TRANS	02/15/13	228738	44.67-
00009 G & K SERVICES	1035327676	00130669	12000622	UNIFORMS 11/20 TRANS	02/15/13	228738	44.67-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
G & K SERVICES	1035329721	00130669	12000623	UNIFORMS 11/27 TRANS	02/15/13	228738	44.67-
G & K SERVICES	1035331830	00130669	12000624	UNIFORMS 12/04 TRANS	02/15/13	228738	44.67-
G & K SERVICES	10353333913	00130669	12000625	UNIFORMS 12/11 TRANS	02/15/13	228738	44.67-
G & K SERVICES	10353336017	00130669	12000626	UNIFORMS 12/18 TRANS	02/15/13	228738	44.67-
G & K SERVICES	1035888104	00130669	12000627	UNIFORMS 12/25 TRANS	02/15/13	228738	42.20-
G & K SERVICES	1035323560	00130669	12000628	MOP/MAT 11/06 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035325608	00130669	12000629	MOP/MAT 11/13 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035327679	00130669	12000630	MOP/MAT 11/20 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035329724	00130669	12000631	MOP/MAT 11/27 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035331833	00130669	12000632	MOP/MAT 12/04 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035333916	00130669	12000633	MOP/MAT 12/11 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035336020	00130669	12000634	MOP/MAT 12/18 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035338107	00130669	12000635	MOP/MAT 12/25 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035323558	00130669	12000636	UNIFORMS 11/06 PLANT	02/15/13	228738	50.00-
G & K SERVICES	1035325606	00130669	12000637	UNIFORMS 11/13 PLANT	02/15/13	228738	56.30-
G & K SERVICES	1035327677	00130669	12000638	UNIFORMS 11/20 PLANT	02/15/13	228738	50.00-
G & K SERVICES	1035329722	00130669	12000639	UNIFORMS 11/27 PLANT	02/15/13	228738	50.00-
G & K SERVICES	1035331831	00130669	12000640	UNIFORMS 12/04 PLANT	02/15/13	228738	50.00-
G & K SERVICES	1035333914	00130669	12000641	UNIFORMS 12/11 PLANT	02/15/13	228738	51.27-
G & K SERVICES	1035336018	00130669	12000642	UNIFORMS 12/18 PLANT	02/15/13	228738	52.00-
G & K SERVICES	1035338105	00130669	12000643	UNIFORMS 12/25 PLANT	02/15/13	228738	56.00-
G & K SERVICES	1035323556	00130669	12000644	UNIFORMS 11/06 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035325604	00130669	12000645	UNIFORMS 11/13 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035327675	00130669	12000646	UNIFORMS 11/20 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035329720	00130669	12000647	UNIFORMS 11/27 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035331829	00130669	12000648	UNIFORMS 12/04 SEWER	02/15/13	228738	62.30-
G & K SERVICES	1035333912	00130669	12000649	UNIFORMS 12/11 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035336016	00130669	12000650	UNIFORMS 12/18 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035338103	00130669	12000651	UNIFORMS 12/25 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035323559	00130669	12000652	UNIFORMS 11/06 LAGOON	02/15/13	228738	20.00-
G & K SERVICES	1035325607	00130669	12000653	UNIFORMS 11/13 LAGOON	02/15/13	228738	20.00-
G & K SERVICES	1035327678	00130669	12000654	UNIFORMS 11/20 LAGOON	02/15/13	228738	20.00-
G & K SERVICES	1035329723	00130669	12000655	UNIFORMS 11/27 LAGOON	02/15/13	228738	20.00-
G & K SERVICES	1035331832	00130669	12000656	UNIFORMS 12/04 LAGOON	02/15/13	228738	20.00-
G & K SERVICES	1035333915	00130669	12000657	UNIFORMS 12/11 LAGOON	02/15/13	228738	20.00-
G & K SERVICES	1035336019	00130669	12000658	UNIFORMS 12/18 LAGOON	02/15/13	228738	20.00-
G & K SERVICES	1035338106	00130669	12000659	UNIFORMS 12/25 LAGOON	02/15/13	228738	42.00-
G & K SERVICES	1035340228	00130931	12000680	UNIFORMS 1/01 TRANS	02/15/13	228738	42.00-
G & K SERVICES	1035342315	00130931	12000681	UNIFORMS 1/08 TRANS	02/15/13	228738	42.00-
G & K SERVICES	1035344426	00130931	12000682	UNIFORMS 1/15 TRANS	02/15/13	228738	42.00-
G & K SERVICES	1035346511	00130931	12000683	UNIFORMS 1/22 TRANS	02/15/13	228738	42.00-
G & K SERVICES	1035348640	00130931	12000684	UNIFORMS 1/29 TRANS	02/15/13	228738	52.00-
G & K SERVICES	1035340229	00130931	12000685	UNIFORMS 1/01 PLANT	02/15/13	228738	52.00-
G & K SERVICES	1035342316	00130931	12000686	UNIFORMS 1/08 PLANT	02/15/13	228738	52.00-
G & K SERVICES	1035344427	00130931	12000687	UNIFORMS 1/15 PLANT	02/15/13	228738	52.00-
G & K SERVICES	1035346512	00130931	12000688	UNIFORMS 1/22 PLANT	02/15/13	228738	52.00-
G & K SERVICES	1035348641	00130931	12000689	UNIFORMS 1/29 PLANT	02/15/13	228738	52.00-
G & K SERVICES	1035340231	00130931	12000690	MOP/MAT 1/01 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035342318	00130931	12000691	MOP/MAT 1/08 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035344429	00130931	12000692	MOP/MAT 1/15 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035346514	00130931	12000693	MOP/MAT 1/22 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035348643	00130931	12000694	MOP/MAT 1/29 PLANT	02/15/13	228738	17.70-
G & K SERVICES	1035340227	00130931	12000695	UNIFORMS 1/01 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035342314	00130931	12000696	UNIFORMS 1/08 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035344425	00130931	12000697	UNIFORMS 1/15 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035346510	00130931	12000698	UNIFORMS 1/22 SEWER	02/15/13	228738	56.00-
G & K SERVICES	1035348639	00130931	12000699	UNIFORMS 1/29 SEWER	02/15/13	228738	56.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 G & K SERVICES	1035340230	00130931	12000700	UNIFORMS 1/01 LAGOON	02/15/13	228738	20.00-
00009 G & K SERVICES	1035342317	00130931	12000701	UNIFORMS 1/08 LAGOON	02/15/13	228738	20.00-
00009 G & K SERVICES	1035344428	00130931	12000702	UNIFORMS 1/15 LAGOON	02/15/13	228738	20.00-
00009 G & K SERVICES	1035346513	00130931	12000703	UNIFORMS 1/22 LAGOON	02/15/13	228738	20.00-
00009 G & K SERVICES	1035348642	00130931	12000704	UNIFORMS 1/29 LAGOON	02/15/13	228738	20.00-
G & K SERVICES							2,456.86-
Sum							
00009 I C M-IMPROVED CONSTR ME	MB4242667TM	00130041	12000606	ORANGE HOSE U#15916 SEWER	02/15/13	228760	1,500.00-
00009 I C M-IMPROVED CONSTR ME	MB424267TM	00130059	12000607	ORANGE HOSE U#10811 SEWER DEP	02/15/13	228760	1,500.00-
I C M-IMPROVED CONSTR ME							
Sum							3,000.00-
00009 INDOFF INC	2228144	00130718	12000676	JANIT SUPP WTR PLANT	02/15/13	228762	589.53-
INDOFF INC							
Sum							589.53-
00009 INDUSTRIAL CHEMICALS INC	249467	00130600	12000615	LIME-WTR PLANTS	02/15/13	228763	4,696.50-
INDUSTRIAL CHEMICALS INC							
Sum							4,696.50-
00009 K & K TRUCK-TRAILER PART	55941	00130676	12000603	TRAILER-TRANS MINI TRACK	02/15/13	228772	120.44-
K & K TRUCK-TRAILER PART							
Sum							120.44-
00009 MARVIN'S INC	15265819-412	00130447	12000616	CEMENT/MASONERY SUPP-SEWER	02/15/13	228790	716.20-
MARVIN'S INC							
Sum							716.20-
00009 MCELHANEY PLUMBING INC	201986	00129975	12000589	PLUMB SUPP TRANS DEPT	02/15/13	228792	60.00-
00009 MCELHANEY PLUMBING INC	202832	00130655	12000610	PLUMB SUPP LAGOONS	02/15/13	228792	53.33-
MCELHANEY PLUMBING INC							
Sum							113.33-
00009 MCMULLAN EQUIPMENT CO	145491P	00130114	12000591	REPR PTS U#12605 TRANS	02/15/13	228793	200.86-
MCMULLAN EQUIPMENT CO							
Sum							200.86-
00009 MIKE'S TIRE & WHEEL CO	2165415	00130933	12000710	TRAILER TIRE TRANS DEPT	02/15/13	228797	69.93-
MIKE'S TIRE & WHEEL CO							
Sum							69.93-
00009 MS POWER COMPANY	2/13 W&SO&M	00020139	12000708	MONTHLY ELEC-W&SO&M	02/15/13	228809	38,883.64-
MS POWER COMPANY							
Sum							38,883.64-
00009 NAPA AUTO PARTS	483650	00130427	12000583	REPR PTS U#9768 TRANS	02/15/13	228816	17.98-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 NAPA AUTO PARTS	483653	00130460	12000584	REPR PTS U#11060 PLANT	02/15/13	228816	27.42--
00009 NAPA AUTO PARTS	483659	00130460	12000585	REPR PTS U#11060 PLANT	02/15/13	228816	39.98--
00009 NAPA AUTO PARTS	484029	00130688	12000667	REPR PTS U#11519 WTR OFFICE	02/15/13	228816	157.80--
NAPA AUTO PARTS Sum							243.18--
00009 NEWELL PAPER COMPANY	554331	00130638	12000598	JANIT SUPP WATER OFFICE	02/15/13	228819	122.84--
NEWELL PAPER COMPANY Sum							122.84--
00009 PEANUTS TOWING SERVICE	62260	00130648	12000598	TOWING U#11519 WTR OFFICE	02/15/13	228827	65.00--
00009 PEANUTS TOWING SERVICE	62283	00130964	12000711	TOWING U#14164 TRANS	02/15/13	228827	75.00--
00009 PEANUTS TOWING SERVICE	61968	00130958	12000713	TOWING U#11520 SEWER	02/15/13	228827	75.00--
00009 PEANUTS TOWING SERVICE	61987	00130958	12000714	TOWING U#11520 SEWER	02/15/13	228827	75.00--
PEANUTS TOWING SERVICE Sum							290.00--
00009 PEARL RIVER VALLEY EPA (2/13 W&SO&M		00020139	12000706	MNTHLY 2/13 PUBLIC SERVICES	02/15/13	228828	6,353.96--
PEARL RIVER VALLEY EPA (Sum							6,353.96--
00009 PINE BELT OIL COMPANY IN WTR TRANS 1/		00130719	12000597	MINIT MART CHGS 1/13 TRANS	02/15/13	228832	464.43--
PINE BELT OIL COMPANY IN Sum							464.43--
00009 PUMP AND CONTROL SERVICE 440		00130395	12000595	MAINT/REPRS S LAGOON 1/22-25	02/15/13	228843	3,200.00--
00009 PUMP AND CONTROL SERVICE 441		00130697	12000664	MAINT/REPRS S LAGOON 1/30-2/2	02/15/13	228843	2,400.00--
PUMP AND CONTROL SERVICE Sum							5,600.00--
00009 RJ YOUNG COMPANY	319079	00130665	12000587	COPIER MAINT 2013 WTR OFFICE	02/15/13	228848	368.00--
RJ YOUNG COMPANY Sum							368.00--
00009 S & N AIROFLO INC	15210	00129916	12000665	EQUIP SOUTH LAGOON	02/15/13	228851	10,598.00--
S & N AIROFLO INC Sum							10,598.00--
00009 SCHWANDT, MARILYN T		PETTY CASH 1	00130899	12000673	PETTY CASH W&SO&M DEPTS	02/15/13	76.42--
SCHWANDT, MARILYN T Sum							76.42--
00009 SCOGGINS PUMP REPAIR	8831	00130201	12000593	ELEC SUPP SOUTH LAGOON	02/15/13	228856	1,033.75--
00009 SCOGGINS PUMP REPAIR	8851	00129874	12000618	EQUIP REPR SOUTH LAGOON	02/15/13	228856	3,873.00--
SCOGGINS PUMP REPAIR Sum							4,906.75--

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 SOUTHERN PINE ELECTRIC P	2/13 W&SO&M	00020139	12000707	MNTHLY 2/13 PUBLIC SERVICES	02/15/13	228868	869.00-
SOUTHERN PINE ELECTRIC P Sum							869.00-
00009 SOUTHERN PIPE & SUPPLY C	6296866-00	00130024	12000605	CONCRETE COUPLINGS SEWER DEPT	02/15/13	228870	104.29-
SOUTHERN PIPE & SUPPLY C Sum							104.29-
00009 SOUTHERN WATERWORKS SUPP	46538	00130695	12000662	PLUMB SUPP TRANS STOCK	02/15/13	228871	214.20-
00009 SOUTHERN WATERWORKS SUPP	46439	00130445	12000674	PLUMB SUPP SEWER DEPT	02/15/13	228871	156.00-
SOUTHERN WATERWORKS SUPP Sum							370.20-
00009 TRACTOR SUPPLY	200135124	00130022	12000712	STEEL TOE BOOTS SEWER STOCK	02/15/13	228882	209.94-
TRACTOR SUPPLY Sum							209.94-
00009 U S POSTMASTER-POSTAGE (	1/31/13 PERM	00130663	12000666	1/31/13 PERMIT #213 ANNUAL FEE	02/07/13	21645	200.00-
00009 U S POSTMASTER-POSTAGE (	2/13 POSTAGE	00130714	12000601	POSTAGE 2/13 WATER OFFICE	02/15/13	228885	3,500.00-
U S POSTMASTER-POSTAGE (							3,700.00-
Sum							1,757.47-
00009 WILLMUT GAS & OIL COMPAN	2/13 W&SO&M	00020139	12000705	MNTHLY GAS-W&SO&M	02/15/13	228901	1,757.47-
WILLMUT GAS & OIL COMPAN Sum							1,757.47-
Sum							235,983.07-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I							
00013 MS STATE/DEVELOPMENT AUT	02/01/13	02013246	12000009	KOHLER CAP LOANS DUE 03/01/13	02/01/13	17370	29,498.29-
MS STATE/DEVELOPMENT AUT							
Sum							29,498.29-
Sum							29,498.29-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2011 TIF B&I-KOHL'S							
00025 FIRST NATL BANK OF CLARK	2/7/13 FEE-T	02013262	12000001	AGENT FEES-TURTLE CREEK	02/07/13	17388	1,940.00-
FIRST NATL BANK OF CLARK							
Sum							1,940.00-
Sum							1,940.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	02/01/13	02013239	12000039	JANUARY MILLAGE DIST FEBRUARY	02/01/13	36280	2,018,372.02-
00027 H'BURG PUBLIC SCHOOLS	02/01/13	02013239	12000040	JANUARY MILLAGE DIST FEBRUARY	02/01/13	36281	272,512.87-
H'BURG PUBLIC SCHOOLS							
Sum							2,290,884.89-
00027 LIBRARY, THE	02/01/13	02013239	12000038	JANUARY MILLAGE DIST FEBRUARY	02/01/13	36279	101,889.28-
LIBRARY, THE							
Sum							101,889.28-
Sum							2,392,774.17-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND 00039 ARE CONSULTANTS INC	12-1002H	00130946	12000021	SERVS AIRPORT LAYOUT PLAN	02/15/13	228639	4,374.72-
ARE CONSULTANTS INC Sum							4,374.72-
Sum							4,374.72-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	MASTER LEASE	02013261	12000134	TRACTOR LEASE PMT DUE 2/15/13	02/07/13	71272	1,412.41-
BANCORPSOUTH EQUIPMENT F							
Sum							1,412.41-
00072 PITTMAN, HOWDESHELL, HINTO	2-029E-04-03	00130645	12000133	ROW PURCHASE LLT GATEWAY/MAIN	02/15/13	228834	2,590.00-
PITTMAN, HOWDESHELL, HINTO							
Sum							2,590.00-
00072 WARREN PAVING INC	11821MB	00129035	12000135	ASPHALT VARI LOC	02/15/13	228895	130.80-
00072 WARREN PAVING INC	11861MB	00129035	12000136	ASPHALT VARI LOC	02/15/13	228895	220.19-
00072 WARREN PAVING INC	11880MB	00129035	12000137	ASPHALT VARI LOC	02/15/13	228895	1,024.08-
00072 WARREN PAVING INC	11908MB	00129035	12000138	ASPHALT VARI LOC	02/15/13	228895	1,668.80-
00072 WARREN PAVING INC	11947MB	00129035	12000139	ASPHALT VARI LOC	02/15/13	228895	1,836.15-
WARREN PAVING INC							
Sum							4,880.02-
Sum							8,882.43-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AUTOMOTIVE GLASS SPECIAL	I140833	00129977	12000215	ROCK SPOT REPR U#18573	02/15/13	228647	45.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							45.00-
00073 C SPIRE WIRELESS (CELLUL		02013253	12000214	CELL PHONE SERV 12/12 M TRANS	02/15/13	228671	57.09-
C SPIRE WIRELESS (CELLUL							
Sum							57.09-
00073 CITY OF HATTIESBURG FUND	02/05/13	02013254	12000212	TRF IST 02/13 PAYROLL	02/05/13	17383	16,834.46-
CITY OF HATTIESBURG FUND							
Sum							16,834.46-
00073 DOSSETT PONTIAC CADILLAC	85572	00130626	12000208	REPR PTS U#16760	02/15/13	228695	149.14-
DOSSETT PONTIAC CADILLAC							
Sum							149.14-
00073 DUNAGIN PEST CONTROL(PRE	8731697		12000234	SRV 1-3/13 MASS TRANSIT	02/15/13	228700	54.00-
DUNAGIN PEST CONTROL(PRE							
Sum							54.00-
00073 G & K SERVICES	1035340232	00130872	12000219	UNIFORMS 1/01 MECHANICS	02/15/13	228738	8.00-
00073 G & K SERVICES	1035342319	00130872	12000220	UNIFORMS 1/08 MECHANICS	02/15/13	228738	8.00-
00073 G & K SERVICES	1035344430	00130872	12000221	UNIFORMS 1/15 MECHANICS	02/15/13	228738	8.00-
00073 G & K SERVICES	1035346515	00130872	12000222	UNIFORMS 1/22 MECHANICS	02/15/13	228738	8.00-
00073 G & K SERVICES	1035348644	00130872	12000223	UNIFORMS 1/29 MECHANICS	02/15/13	228738	5.25-
00073 G & K SERVICES	1035340233	00130872	12000224	MATS 1/01	02/15/13	228738	5.25-
00073 G & K SERVICES	1035342320	00130872	12000225	MATS 1/08	02/15/13	228738	5.25-
00073 G & K SERVICES	1035344431	00130872	12000226	MATS 1/15	02/15/13	228738	5.25-
00073 G & K SERVICES	1035346516	00130872	12000227	MATS 1/22	02/15/13	228738	5.25-
00073 G & K SERVICES	1035348645	00130872	12000228	MATS 1/29	02/15/13	228738	36.00-
00073 G & K SERVICES	1035340224	00130882	12000229	UNIFORMS 1/01 DRIVERS	02/15/13	228738	36.00-
00073 G & K SERVICES	1035342311	00130882	12000230	UNIFORMS 1/08 DRIVERS	02/15/13	228738	36.00-
00073 G & K SERVICES	1035344422	00130882	12000231	UNIFORMS 1/16 DRIVERS	02/15/13	228738	36.00-
00073 G & K SERVICES	1035346507	00130882	12000232	UNIFORMS 1/22 DRIVERS	02/15/13	228738	48.00-
00073 G & K SERVICES	1035348636	00130882	12000233	UNIFORMS 1/29 DRIVERS	02/15/13	228738	
G & K SERVICES							258.25-
Sum							
00073 GILLIG LLC	4883903	00130609	12000211	MIRRORS U#16234, U#16235	02/15/13	228741	174.06-
00073 GILLIG LLC	4878074	00130079	12000216	REPR PTS U#16234	02/15/13	228741	294.94-
00073 GILLIG LLC	4882066	00130284	12000217	REPR PTS VARI BUSES	02/15/13	228741	586.50-
00073 GILLIG LLC	4882067	00130400	12000218	REPR PTS U#16234	02/15/13	228741	269.69-
GILLIG LLC							
Sum							1,325.19-
00073 IRBY, STUART C CO	S007306105.0	00130596	12000210	ELEC SUPP-SHOP LIGHTS	02/15/13	228766	101.10-
IRBY, STUART C CO							
Sum							101.10-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 JERRY'S AUTOMOTIVE REPAIR	14708	00130693	12000213	REPRS U#16761	02/15/13	228768	369.00-
JERRY'S AUTOMOTIVE REPAIR Sum							369.00-
00073 1ST SOURCE SERVALL	BD840478	00130827	12000235	A/C FILTERS-OFFICE	02/15/13	228905	101.76-
1ST SOURCE SERVALL Sum							101.76-
Sum							19,294.99-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND 00075 L & A CONTRACTING CO	APPL#14 S LA	00130969	12000039	SERVS S LAGOON SLUDGE RMVL	02/15/13	228781	90,015.39-
L & A CONTRACTING CO							90,015.39-
Sum							90,015.39-
Sum							90,015.39-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 15, 2013					Page Date	45 - 02/13/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND 00077 BRANNON, TIA BRANNON, TIA Sum	SHERRILL CNT	02013268	12000163	DAMAGE DEPOSIT REFUND	02/15/13	228660	150.00- 150.00- 49.65- 15,280.12- 15,280.12- 1,041.44- 1,041.44- 120.00- 120.00- 54.00- 54.00- 54.00- 402.00- 100.00- 100.00- 250.00- 250.00- 1,732.28- 1,732.28- 47.00- 569.52- 616.52- 117.75- 117.75- 44.38-
00077 C SPIRE WIRELESS (CELLUL C SPIRE WIRELESS (CELLUL Sum	CELLUL 12/23/12-1/2	02013253	12000156	CELL PHONE SERV 12/12 COMM CTR	02/15/13	228671	49.65-
00077 CITY OF HATTIESBURG FUND CITY OF HATTIESBURG FUND Sum	02/05/13	02013254	12000154	TRF 1ST 02/13 PAYROLL	02/05/13	36282	15,280.12-
00077 COURTNEY'S RESTAURANT EQ COURTNEY'S RESTAURANT EQ Sum	EQ 7371	00130700	12000157	ICE MACH MNT CE ROY/SHERRILL	02/15/13	228689	1,041.44-
00077 DUNAGIN PEST CONTROL(PRE 00077 DUNAGIN PEST CONTROL(PRE 00077 DUNAGIN PEST CONTROL(PRE 00077 DUNAGIN PEST CONTROL(PRE 00077 DUNAGIN PEST CONTROL(PRE Sum	8731672 8731704 8731705 8731703 8731678	00020133 00020133 00020133 00020133 00020133	12000166 12000167 12000168 12000169 12000170	SRV 1-3/13 CE ROY CNTR SRV 1-3/13 SHERRILL CNTR SRV 1-3/13 SIGLER CNTR SRV 1-3/13 REC CNTR SRV 1-3/13 CULTURAL CNTR	02/15/13 02/15/13 02/15/13 02/15/13 02/15/13	228700 228700 228700 228700 228700	120.00- 120.00- 54.00- 54.00- 54.00- 402.00- 100.00- 100.00- 250.00- 250.00- 1,732.28- 1,732.28- 47.00- 569.52- 616.52- 117.75- 117.75- 44.38-
DUNAGIN PEST CONTROL(PRE Sum							
00077 FAULKNER, WANDA K FAULKNER, WANDA K Sum	CE ROY CNTR	02013268	12000162	DAMAGE DEPOSIT REFUND	02/15/13	228713	100.00-
00077 MORSE, ROBIN MORSE, ROBIN Sum	CULTURAL CNT	02013268	12000164	DAMAGE DEPOSIT REFUND	02/15/13	228803	250.00-
00077 MS POWER COMPANY MS POWER COMPANY Sum	2/13 COMM CN	00020139	12000160	MNTHLY ELEC-COMM CNTRS	02/15/13	228809	1,732.28-
00077 NEWELL PAPER COMPANY 00077 NEWELL PAPER COMPANY Sum	553854 555010	00130423 00130841	12000153 12000161	FLOOR CLEANER REC CENTER JANIT SUPP COMM CNTRS	02/15/13 02/15/13	228819 228819	47.00- 569.52- 616.52- 117.75- 117.75- 44.38-
NEWELL PAPER COMPANY Sum							
00077 SOUTHEASTERN CONCRETE CO SOUTHEASTERN CONCRETE CO Sum	CONCRETE CO 8627	00130651	12000155	CONCRETE MCNAIR CNTR RAMP	02/15/13	228865	117.75-
00077 STANDARD OFFICE SUPPLY C Sum	0032058-001	00130844	12000158	TIME CARDS COMM CNTRS	02/15/13	228874	117.75- 44.38-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
STANDARD OFFICE SUPPLY C Sum							44.38-
00077 WILLIAM CAREY UNIVERSITY	CNT	02013268	12000165	DAMAGE DEPOSIT REFUND	02/15/13	228900	250.00-
WILLIAM CAREY UNIVERSITY Sum							250.00-
00077 WILLMUT GAS & OIL COMPAN	2/13 COMM CN	00020139	12000159	MNTHLY GAS-COMM CNTRS	02/15/13	228901	2,049.33-
WILLMUT GAS & OIL COMPAN Sum							2,049.33-
Sum							22,083.47-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT 00082 AIDS SERVICES COALITION	02/05/13 - D	00130892	12000116	FOOD SUPPLIES ETC-207 DOSSETT	02/07/13	36288	4,090.72-
AIDS SERVICES COALITION Sum							4,090.72-
00082 C SPIRE WIRELESS (CELLUL	12/23/12-1/2	02013253	12000113	CELL PHONE SERV 12/12 CDBG	02/15/13	228671	32.01-
C SPIRE WIRELESS (CELLUL Sum							32.01-
00082 CITY OF HATTIESBURG FUND	02/05/13	02013254	12000112	TRF IST 02/13 PAYROLL	02/05/13	36285	7,037.37-
CITY OF HATTIESBURG FUND Sum							7,037.37-
00082 H'BURG AREA HABITAT FOR	560 DRAW #1	00130890	12000114	COMPLETE ROOF REP-207 DOSSETT	02/07/13	36286	3,000.00-
H'BURG AREA HABITAT FOR Sum							3,000.00-
00082 SCHWANDT, MARILYN T	PETTY CASH 1	00130899	12000117	PETTY CASH CDBG	02/15/13	228853	29.89-
SCHWANDT, MARILYN T Sum							29.89-
00082 SMITH'S REMODELING	02/05/13 - D	00130891	12000115	REHAB VARIOUS-1507 PECAN DR	02/07/13	36287	8,560.00-
SMITH'S REMODELING Sum							8,560.00-
Sum							22,749.99-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Page
Date

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT 00087 AREA DEVELOPMENT PARTNER 134			00130675	ADM FEES 10-12/12 IND PARK	02/15/13	228640	875.00-
AREA DEVELOPMENT PARTNER Sum							875.00-
00087 BUTLER, SNOW, O'MARA, STEVE 521358		00130677	12000015	SERVS 12/12 STION PROJECT	02/15/13	228668	4,725.00-
00087 BUTLER, SNOW, O'MARA, STEVE 521741		00130677	12000016	SERVS 12/12 GENERAL MATTERS	02/15/13	228668	6,840.00-
BUTLER, SNOW, O'MARA, STEVE Sum							11,565.00-
00087 SEMP, MICHAEL J PLLC 2100		00130678	12000017	SERVS IND PARK 10/4-12/28/12	02/15/13	228859	2,362.50-
SEMP, MICHAEL J PLLC Sum							2,362.50-
00087 SHOWS DEARMAN & WAITS IN 17231		00130670	12000013	SERVS IND PARK PROJECT SANDY	02/15/13	228861	340.00-
00087 SHOWS DEARMAN & WAITS IN 17232		00130672	12000014	SERVS 10/28-11/24 PROJ AIRBUS	02/15/13	228861	340.00-
SHOWS DEARMAN & WAITS IN Sum							680.00-
Sum							15,482.50-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
K.P.ZOO CAPITAL IMPROVEMENT							
00098 H'BURG CONVENTION COMMIS	REPORT #10 1	00130740	12000004	REIMB ZOO QUARANTINE FACILITY	02/15/13	228748	20,427.40-
H'BURG CONVENTION COMMIS							
Sum							20,427.40-
Sum							20,427.40-

CITY OF HATTIESBURG
 DOCKET OF CLAIMS
 PERIOD ENDING FEBRUARY 15, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2010 W&S GO BONDS							
00099 PRECISION CONSTRUCTION L	APPL#12 592	00130945	12000024	SERVS 592 WEST SEWER IMPS	02/15/13	228838	6,671.65-
PRECISION CONSTRUCTION L							
Sum							6,671.65-
Sum							6,671.65-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
--------	-------------------	-------------------	------------------	---------------------	---------------	--------------	-----------------

Grand Total Level Sum 4,993,141.72-

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, February 19, 2013

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-15 at the request of the Council as follows:

- VI.-15** [2013-0086](#) Authorize suspension of all City of Hattiesburg permitting fees for 90 days for anyone affected by the 2/10/13 tornado.

Add Policy Agenda Items VI.-16 and VI.-17 at the request of the Administration as follows:

- VI.-16** [2013-0085](#) Authorize designation of Connie Everett as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the tornado that hit Hattiesburg on February 10, 2013, and to file applications with Governor's authorized representative.

Attachments: [designation of applican agent](#)
[executed designation of applican agent](#)

- VI.-17** [2013-0088](#) Approve professional services agreement between the City of Hattiesburg and SHAUS LLC for assistance with FEMA disaster 4041 documentation for reimbursement purposes and FEMA projects.

Attachments: [Agreement with SCHAUS LLC](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0086

File ID: 2013-0086

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/19/2013

Brief Title: Authorize suspension of permitting fees following
2/10/13 tornado

Final Action: 02/19/2013

Minute Book Number: MB2013-51

Title:

Authorize suspension of all City of Hattiesburg permitting fees for 90 days
for anyone affected by the 2/10/13 tornado.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	02/19/2013					
1	City Council	02/19/2013	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Authorize suspension of all City of Hattiesburg permitting fees for 90 days for anyone affected by the 2/10/13 tornado.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 President Bradley Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2013-0086

Title

Authorize suspension of all City of Hattiesburg permitting fees for 90 days for anyone affected by the 2/10/13 tornado.

Summary

Authorize suspension of permit fees following 2/10/13 tornado

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2013-0085

File ID: 2013-0085

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: Authorize designation of Connie Everett as Applicant Agent

Final Action: 02/19/2013

Minute Book Number: MB2013-51

Title:

Authorize designation of Connie Everett as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the tornado that hit Hattiesburg on February 10, 2013, and to file applications with Governor's authorized representative.

Notes:

Sponsors:

Enactment Date:

Attachments: designation of applican agent, executed designation of applican agent

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	02/19/2013					
1	City Council	02/19/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize designation of Connie Everett as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the tornado that hit Hattiesburg on February 10, 2013, and to file applications with Governor's authorized representative.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2013-0085

Title

Authorize designation of Connie Everett as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the tornado that hit Hattiesburg on February 10, 2013, and to file applications with Governor's authorized representative.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: City Council OF: City of Hattiesburg MS
Governing Body City, County, Other Entity

THAT CONNIE EVERETT, Chief Financial Officer
Name of Designated Agent Official Position

ADDRESS: 200 Forrest St, TELEPHONE (W) 601-545-4698
Hattiesburg, MS 39401

is hereby authorized to execute for and in behalf of City of Hattiesburg
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 19th DAY OF February 2013.

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

CERTIFICATION

I, Eddie Myers, duly appointed City Clerk
Title

of, City of Hattiesburg, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the City Council
Governing Body

of City of Hattiesburg on the 19th day of February, 2013.

DATE

SIGNATURE

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: City Council OF: City of Hattiesburg, MS
Governing Body City, County, Other Entity

THAT CONNIE EVERETT, Chief Financial Officer
Name of Designated Agent Official Position

ADDRESS: 200 Forrest St, TELEPHONE (W) 601-545-4698
Hattiesburg, MS 39401

is hereby authorized to execute for and in behalf of City of Natchezburg
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 19th DAY OF February 2013.

Kim Bradley, Council President
Name and Title

~~Henry Naylor, Council member~~
Name and Title

Name and Title
Carter Carroll, Council member

Name and Title

Dave Ware, Council Vice President
Name and Title

Name and Title

CERTIFICATION

1, Eddie Myers, duly appointed City Clerk
Title

of, City of Hattiesburg, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the City Council
Governing Body

of City of Hattiesburg on the 19th day of FEBRUARY, 2013.

2-19-13

DATE

Edwin R. Myers
SIGNATURE



City of Hattiesburg, MS

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

Certified Copy

Regular Agenda Item: 2013-0085

File Number: 2013-0085

Authorize designation of Connie Everett as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the tornado that hit Hattiesburg on February 10, 2013, and to file applications with Governor's authorized representative.

I, , certify that this is a true copy of Regular Agenda Item No. 2013-0085, passed by the City Council on 2/19/2013.

Attest:

A handwritten signature in cursive script, reading "Eddie R. Myers", is written over a horizontal line.

Date Certified



City of Hattiesburg, MS

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

Master

File Number: 2013-0088

File ID: 2013-0088

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/19/2013

Brief Title: Agreement between the City of Hattiesburg and
SHAUS LLC for assistance with FEMA

Final Action: 02/19/2013

Minute Book Number: MB2013-52

Title:

Approve professional services agreement between the City of Hattiesburg
and SHAUS LLC for assistance with FEMA disaster 4041 documentation
for reimbursement purposes and FEMA projects.

Notes:

Sponsors:

Enactment Date:

Attachments: Agreement with SCHAUS LLC

Enactment Number:

Contact:

Meeting Date: 02/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	02/19/2013					
1	City Council	02/19/2013	Approve				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve professional services agreement between the City of Hattiesburg and SHAUS LLC for assistance with FEMA disaster 4041 documentation for reimbursement purposes and FEMA projects.

Council President Bradley asked for additional information about this agreement. Ms. Everett said this company has been in existence since Hurricane Katrina and will make sure [the City] is complying with FEMA documentation requirements for reimbursement of storm-related expenses, put documentation in proper format and help oversee documentation for FEMA of City activities that fall under approved categories.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2013-0088

Title

Approve professional services agreement between the City of Hattiesburg and SHAUS LLC for assistance with FEMA disaster 4041 documentation for reimbursement purposes and FEMA projects.

Summary

Agreement between the City of Hattiesburg and SHAUS LLC for assistance with FEMA

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**STATE OF MISSISSIPPI
CITY OF HATTIESBURG
CONTRACT FOR PROFESSIONAL SERVICES
#21513**

February 15, 2013

1. **Parties.** This contract is made and entered into by and between the City of Hattiesburg and SCHAUS LLC (SCHAUS LLC) a Mississippi Company.
2. **Purpose.** The City of Hattiesburg hereby engages the services of SCHAUS LLC, and SCHAUS LLC hereby agrees to render those certain services described in Paragraph 3, "Scope of Services," below.
3. **Scope of Services.** The intent of this contract is to assist The City of Hattiesburg with Emergency Management Consulting consisting of:
 1. Category A through G- FEMA Reimbursement Project Worksheet Assistance,
 2. Building Safety Inspections (if requested).
 3. SCHAUS will provide certified personnel to oversee and document individual or multiple FEMA related Projects.
 4. SCHAUS will work with the City of Hattiesburg Officials, MEMA Public Assistance, and FEMA for Documentation, Approvals, and Protest if required..
1. **Deliverables upon activation:**
 1. Emergency Management Consulting on behalf of the City of Hattiesburg.
 2. MEMA and or FEMA negotiations and documentation.
 3. Accumulate daily data.
 4. Create FEMA Project Worksheets and submit to City/County EMA/MEMA/FEMA in a timely manner.

Period of Performance. The period of performance of services under this Contract shall be for one year beginning on February 18, 2013 and end January 31, 2014 and will automatically renew each year not to exceed a total of four years. The City of Hattiesburg reserves the right to cancel the automatic renewal, with or without cause. Notice of any such cancellation must be sent to SCHAUS LLC in writing at least thirty (30) days prior to the effective termination date.

5. **Consideration and Method of Payment.** Consulting upon activation will require Hourly rates reviewed annually for updates. Each Project will require at a minimum an agreed Scope of Work. Rates for 2013 are as follows:
The hourly labor rates include all applicable overhead and profit. All non-labor related project costs will be billed to the OWNER at an adjusted cost.

POSITIONS	HOURLY RATES
FEMA Consultant	\$ 57.00/hour
Project Manager/Planner	\$ 55.00/hour
Data Collection Clerk	\$ 40.00/hour

Clerical	\$ 32.50/hour
Structure Inspections with FEMA SDE Software (If Requested):	
Building Safety Inspection Team	\$135.00/hour
Building or Insurance Inspector	\$ 85.00/hour

Expenses:

Excessive trips/mileage (to MEMA or FEMA JFO)	\$At Current IRS Rate
Copies, Photo Documentation, GIS Printing, Scanning	\$At Adjusted Cost

SCHAUS LLC will bill The City of Hattiesburg weekly for Activated Services net 7 under any federal declaration. The weekly payments will be added to the FEMA Project Worksheets as submitted weekly. Professional Services such as development of Debris Plan or Debris Bid will be billed bi-weekly.

Should the City of Hattiesburg not desire to continue to utilize the services of the SCHAUS LLC, then the City of Hattiesburg shall notify the SCHAUS LLC in writing 30 days in advance, upon cancellation and the City of Hattiesburg shall be under no further obligation under this contract.

6. **Relationship of Parties.** It is expressly understood and agreed that the City of Hattiesburg enters into this Contract with SCHAUS LLC based on the purchase of Professional Services and not based on an employer-employee relationship. For all purposes under this Contract:
 - A. SCHAUS LLC represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of The City of Hattiesburg without approval of the County.
 - B. Any person or subcontractor employed by SCHAUS LLC to perform the services hereunder shall be the responsibility of SCHAUS LLC, who shall have the sole right to hire and discharge its employee.
 - C. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to SCHAUS LLC for services actually rendered shall be so paid with no withholdings or deductions being made by The City of Hattiesburg for any purpose except as provided in Paragraph 7 herein.

SCHAUS LLC shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of and shall pay any Tax and any withholdings that may be required.

7. **Termination for Cause.** If, through any cause, SCHAUS LLC shall fail to fulfill in a timely and proper manner, as determined by the City of Hattiesburg, its obligations under this

Contract, or if SCHAUS LLC shall violate any of the covenants, agreements, or stipulations of this Contract, the City of Hattiesburg shall thereupon have the right to terminate the Contract by giving written notice to SCHAUS LLC of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Satisfactory work shall be determined by the City of Hattiesburg in its sole discretion. In the event of such termination, SCHAUS LLC shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by SCHAUS LLC in connection with this Contract as of the date of receipt of Notification of Termination. Such compensation shall be based upon the fees set forth in Paragraph 5.

Notwithstanding the above, SCHAUS LLC shall not be relieved of liability to the City of Hattiesburg for damages sustained by the City of Hattiesburg by virtue of any breach of this Contract by SCHAUS LLC and the City of Hattiesburg may withhold any payments to SCHAUS LLC for the purpose of set off until such times as the exact amount of damages due to the City of Hattiesburg from SCHAUS LLC are determined.

8. **Termination for Convenience.** Either the City of Hattiesburg or SCHAUS LLC may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. SCHAUS LLC shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of SCHAUS LLC covered by the Contract, less payments previously made.
9. **Ownership of Documents and Work Product.** Except as otherwise required by law with regard to the confidentiality of patient records, all documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by SCHAUS LLC specifically at the request and solely for the use of the City of Hattiesburg, which information is not of the sort that would be compiled in the ordinary course and scope of SCHAUS LLC regular business activities, shall be owned by the City of Hattiesburg upon completion or termination of this agreement. The City of Hattiesburg reserves the rights to any and all information and/or materials collected on its behalf.

SCHAUS LLC assures that any and all information regarding clients of the City of Hattiesburg will be kept strictly confidential pursuant to current state and local requirements and will become the property of the City of Hattiesburg. SCHAUS LLC further assures that the City of Hattiesburg shall have full access to all information collected.

The SCHAUS LLC is prohibited from use of the above described information and/or materials without the express written approval of the City of Hattiesburg.

10. **Agreements by SCHAUS LLC.**
Subcontractors. It is understood and agreed that SCHAUS LLC may enter into agreements or subcontracts with qualified entities, to perform the obligations contained in this agreement. Any such contracts, subcontracts or agreements shall include or incorporate by reference, the terms and conditions of this agreement. SCHAUS LLC shall bear full

responsibility for the performance of any and all contractors and subcontractors.

Subcontractor Liability. In any agreement or subcontract for the performance of any service or services under this agreement, SCHAUS LLC shall require a contractor or subcontractor to indemnify, release, save and hold harmless the City of Hattiesburg from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees arising under this agreement.

SCHAUS LLC shall require any and all licensed professionals either employed by or under a contract/subcontract to SCHAUS LLC to perform services under this Contract shall be fully responsible and liable to SCHAUS LLC and the City of Hattiesburg for work performed or any omission by any associates, employees and/or consultants.

11. **Record Retention and Access to Records.** SCHAUS LLC shall maintain, and shall make available to the City of Hattiesburg, any state agency authorized to audit the City of Hattiesburg, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
12. **Modification or Amendment.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
13. **Assignment.** The SCHAUS LLC may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the City of Hattiesburg. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
14. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power there under at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
15. **Funding.** It is expressly understood by the parties hereto that the fulfillment of the obligations of the City of Hattiesburg under this agreement is conditioned upon the availability of the City of Hattiesburg funds. In the event that funds are insufficient or otherwise unavailable to satisfy payments due under this agreement, the City of Hattiesburg shall satisfy all payment request of completed service by the SCHAUS LLC and shall notify SCHAUS LLC to cease work.
16. **Indemnification.** SCHAUS LLC agrees to indemnify, defend, save and hold harmless The City of Hattiesburg from and against all claims, demands, liabilities, suits, damages and

costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by SCHAUS LLC, its agents, subcontractors, or employees in the performance of this Contract.

17. **Governing Law and Legal Remedies.** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. SCHAUS LLC expressly agrees that under no circumstances shall The City of Hattiesburg be obligated to pay an attorney's fee or the cost of legal action to the SCHAUS LLC.

SCHAUS LLC and the City of Hattiesburg agree that the courts of general jurisdiction of the City of Hattiesburg, and appropriate appellate courts therefrom, shall have exclusive venue and jurisdiction for the litigation and resolution of any dispute regarding this Contract.

18. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

19. **Disputes.** Any dispute concerning a question of fact arising under this Contract may be disposed of by good faith negotiation between a duly authorized representative of the City of Hattiesburg and SCHAUS LLC. Such a resolution shall be reduced to writing, executed by both parties, and a copy thereof mailed or furnished to the SCHAUS LLC and shall be final and conclusive, unless within ten (10) days from the date of such resolution, SCHAUS LLC mails or furnishes to the City of Hattiesburg a written request for review.

20. **Compliance with Laws.** SCHAUS LLC shall comply with all applicable laws, regulations, policies and procedures and Grant requirements (if applicable) of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Contract. Specifically, but not limited to, SCHAUS LLC shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Contract because of race, color, sex, age, religion, national origin or disability.

21. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth following:

THE CITY OF HATTIESBURG, MISSISSIPPI
Mayor Johnny L. DuPree, Ph.D.
200 Forrest Street
3rd Floor
Hattiesburg, MS39401

SCHAUS LLC: Danny Shows, President and CEO
SCHAUS LLC
PO Box 331
523 East Hickory Street

Ellisville, MS 39437

The parties agree to promptly notify each other of any change of address.

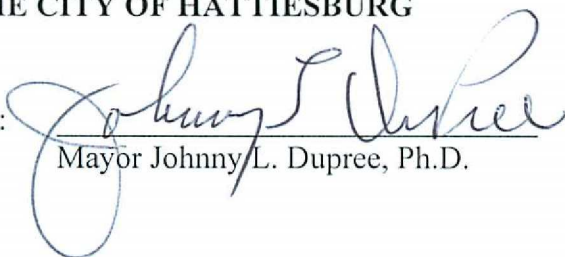
23. **Suspension and Debarment.** SCHAUS LLC certifies that its organization and its principals are not suspended or debarred or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto in duplicate originals.

Witness my signature this 18 day of February, 20 13.

THE CITY OF HATTIESBURG

By:


Mayor Johnny L. Dupree, Ph.D.

Witness my signature this 18 day of FEB, 20 13.

SCHAUS LLC

By:


Danny Shows
President and CEO