

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, January 17, 2012

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 2011-0435**

Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank of its special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the aggregate principal amount of not to exceed twelve million five hundred thousand dollars (\$12,500,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount if not to exceed twelve million five hundred thousand dollars (\$12,500,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

Attachments: Resol.. Loan Agree
 executed Resol. 2012-2 Loan Agree
 Exh A.B
 Exh C.D

VI.-2 2011-0416

Approve or Deny the petition filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5); Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Attachments: Planned Unit Development - off Veterans Memorial Drive
 Tatum - PUD minutes

VI.-3 2011-0421

Approve or Deny the preliminary plat to subdivide a lot, filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, for certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5) in a R-1A (Single-Family Residential) and B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Attachments: Subdividing of Lot - off Veterans Memorial Drive
 Subdividing - Tatum & Maples

VI.-4 2011-0417

Approve or Deny the petition filed by W. C. and Linda Maples, owners, to vary from Article 5, Section 89.03, which states that all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow a crushed limestone surface for a portion of a driveway, on certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Attachments: Variance for limestone driveway - 135 & 145 Golf Course Road
 Maples - variance

VI.-5 2011-0422

Approve or Deny the preliminary plat to subdivide a lot, filed by W. C. and Linda Maples, owners, for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Attachments: Subdividing of Lot - 135 & 145 Golf Course Road
 Subdividing - Tatum & Maples

VI.-6 2012-0458

Authorize the Mayor to execute triplicate original Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority in connection with the Hub City Lofts Downtown Development Project (Recovery).

Attachments: Katrina CDBG Economic Development Grant Agreements
 Executed Katrina grant
 Hub City Lofts-Loan Documents

VI.-7 2012-0452

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

Attachments: Resol. Annex A
executed Resolution 2012-3 lofts

VI.-8 2012-0451

Adopt a Resolution stating a firm commitment to comply with the National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project
No. R-103-205--02-KED

Attachments: Resol. National Policy
executed Resol. 2012-4 national policy

VI.-9 2012-0441

Authorize Council President to execute letter of agreement with Nicholson & Company for certification necessary in order for the City to issue additional Water and Sewer System Parity Indebtedness.

Attachments: Agreement, Parity Indebtedness Certification
Executed agree.Nicholson

VI.-10 2012-0449

Approve change order and authorize Mayor to execute Supplemental Agreement No. 3 with Webster Electric for the Downtown Lighting Improvements Phase II & III in the amount of \$1,431.00.

Attachments: SDW DT Lighting Supplemental Doc 1 10 12
Webster Cover
Webster Supplemental Agreement No 3
executed Webster Supplemental Agreement No 3

VI.-11 2011-0434

Approve the purchase of One (1) BullEx I.T.S. Xtreme Fire Extinguisher Training System for the Hattiesburg Fire Department in the total amount of \$9,895.00 from BullEx Digital Safety 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 and memorandum.

Attachments: 01-17-BullEx Sole Source HFD.pdf

VI.-12 2011-0437

Approve the purchase of Twenty Five (25) 4RE In-Car Camera Systems in the total amount of \$108,350.00 for the Hattiesburg Police Department from WatchGuard Digital In-Car Video 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: 01-17-Sole Source letter for Hattiesburg PD MS Watchguard
01-17-Watchguard Sole Source Quote.pdf

VI.-13 2012-0465

Adopt resolution appointing Glenda Funchess as Municipal Court Prosecutor, Post 2, effective January 17, 2012, until further ordered.

Attachments: Resol appoint G Funchess Prosecutor
executed Resol 2012-5 appoint G Funchess Prosecutor
Oath of Office
Glenda Funchess - Resume

VI.-14 2012-0460

Ratify and confirm the Mayor's re-appointment of John H. Duncan (W1), to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Attachments: Re-appoint John Duncan

VI.-15 2012-0461

Ratify and confirm the Mayor's re-appointment of Madeline Johnson (W2), to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Attachments: Re-appoint Madeline Johnson

VI.-16 2012-0462

Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W3), to to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Attachments: Re-appoint Mitzi Jo Russell

VI.-17 2012-0463

Ratify and confirm the Mayor's re-appointment of Isaiah Easterling (W5) to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Attachments: Re-appoint Isaiah Easterling

VI.-18 2012-0456

Ratify and confirm the Mayor's re-appointment of Wyche McMullan (W3), to the Forrest County Industrial Park Commission, for a five year term beginning 6-17-2011 and ending 6-16-2016.

Attachments: Reappointment Forrest Co Industrial Park Comm

VI.-19 2012-0457

Ratify and confirm the Mayor's re-appointment of Lewis Myrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-8-2013.

Attachments: Re-appoint Myrick

VI.-20 2012-0459

Ratify and confirm the Mayor's re-appointment of William E. Kirkpatrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-8-2013.

Attachments: Re-appoint Kirkpatrick
 Hub City Lofts - Loan Documents

VII. ROUTINE AGENDA**VII.-1** 2012-0464

Acknowledge receipt of letter filed by Andy Moore, Ryan Motors, to appeal the Planning Commission's recommendation for the petition filed and represented by Eric B. Daniels on behalf of D,E,S and Brothers, LLC, owners, to allow a Use Permit Upon Review for "offsite parking" in a B-5 (Regional Business) District, for a certain property located at 809 Timothy Lane (business Parcel 30-352-9-1, PPIN 17592, Ward 4, and offsite parking at 916 Timothy Lane, Parcel 30-1029-11, PPIN 26877, Ward 4); (Hattiesburg Planning Commission recommended to APPROVE on January 4, 2012, with the stipulation that they stripe parking lot and add parking lot lighting in additional lot); set a public hearing before Council on February 6, 2012 at 4 PM; and authorize publication of Public Notice setting an appeal hearing.

Attachments: Appeal Letter and PN for 809 & 916 Timothy Lane

VII.-2 2012-0453

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcels Nos. 2-029E-04-119.00, 2-029E-04-120.00, 2-029E-04-120.00, 2-29E-04-121.00, 2-029E-04-122.00, 2-029E-04-123.00, 2-029F-04-188.00, 2-029F-04-204.00 for the West Fourth Street Improvement Project No. HPP-7194-00(003)LPA/105845-801000.

Attachments: Summary of Recommended Values 1 10 11

VII.-3 2012-0454

Acknowledge receipt of Temporary Construction Easement from Ykeisha D. Gray for a portion of Parcel No. 2-029L-09-036.00 for West Fourth Street Improvement Project No. HPP-8750-00(003).

Attachments: Ykeisha D Gray Temp Construction Easement

VII.-4 2011-0431

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Sedan, Full Size Automobile for the Urban Development Department

Attachments: 01-17-NTB and Specs for UD Sedan.pdf
executed 01-17-NTB and Specs for UD Sedan

VII.-5 2011-0430

Approve Specifications and Authorize Publication of Advertisement for Four (4) New 2012 3/4 Ton Crew Cab Pickup Trucks for the Recreation Maintenance Division

Attachments: 01-17-NTB and Specs for Rec Trucks.pdf

VII.-6 2011-0429

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Traffic Division

Attachments: NTB and Specs for Traffic Truck.pdf
executed NTB and Specs for Traffic Truck

VII.-7 2011-0427

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 1/2 Ton Extended Cab 2WD Short Wheelbase Pickup Truck for the Cultural Affairs Division

Attachments: 01-17-NTB and Specs for Cultural Affairs Truck.pdf

VII.-8 2011-0426

Approve Specifications and Authorize Publication of Advertisement for Two (2)
New 2012 1/2 Ton Extended Cab 2WD Short Wheelbase Pickup Trucks for the
Cemetery Division

Attachments: 01-17-NTB and Specs for Cemetery Trucks.pdf

VII.-9 2011-0424

Approve Specifications and Authorize Publication of Advertisement for One (1)
New 2012 3/4 Ton Long Wheel Base Pickup Truck for the Construction Division

Attachments: 01-17-NTB and Specs for Construction Truck.pdf
executed 01-17-NTB and Specs for Construction Truck

VII.-10 2011-0428

Approve Specifications and Authorize Publication of Advertisement for One (1)
New 2012 1/2 Ton Extended Cab 4WD Short Wheelbase Pickup Truck for the
Fire Department

Attachments: 01-17-NTB and Specs for HFD Truck.pdf

VII.-11 2012-0444

Approve Specifications and Authorize Publication of Advertisement for One (1)
New 2012 Sports Utility Vehicle for the Construction Division

Attachments: 01-17-NTB and Specs for Construction SUV.pdf
executed 01-17-NTB and Specs for Construction SUV

VII.-12 2012-0443

Approve Specifications and Authorize Publication of Advertisement for One (1)
New 2012 Sports Utility Vehicle for the Hattiesburg Fire Department

Attachments: 01-17-NTB and Specs for HFD SUV.pdf
executed 01-17-NTB and Specs for HFD SUV

VII.-13 2012-0442

Approve Specifications and Authorize Publication of Advertisement for One (1)
New 2012 Backhoe Loader for the Water Department

Attachments: 01-17-Water Backhoe.pdf
executed 01-17-Water Backhoe

VII.-14 2011-0425

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Bucket Truck for the Traffic Division

Attachments: 01-17-NTB and Specs for Traffic Bucket Truck.pdf

VII.-15 2012-0445

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Mini Hydraulic Excavator for the Sewer Division

Attachments: 01-17-NTB and Specs for Sewer Excavator.pdf
executed 01-17-NTB and Specs for Sewer Excavator

VII.-16 2011-0433

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the Hattiesburg Water Department beginning on April 1, 2012.

Attachments: 01-17-NTB and Specs for Water Term Bids 1.pdf
01-17-Specs for Water Term Bids 2.pdf

VII.-17 2012-0455

Acknowledge receipt of statements of qualifications on August 4, 2011 for Energy and Utilities Performance Contracting Services and Authorize Mayor to execute an Energy Project Development Agreement between the City of Hattiesburg and Johnson Controls, Inc.

Attachments: PDA Johnson Controls 1 10 11

VII.-18 2011-0436

Acknowledge receipt of Privilege License Report for the month of December, 2011 from the Tax Department, as per recommendation.

Attachments: December Privilege Lic

VII.-19 2011-0419

Acknowledge Proofs of Publication for the month November, 2011.

Attachments: Proof of Pub for Nov 2011

VII.-20 2011-0432

Acknowledge Receipt of Bids received on December 22, 2011 for One (1) New Bucket Truck for the Urban Forestry Division and Accept the bid of Truck Equipment Sales, Inc. at a cost of \$149,297.00 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 01-17-Forestry Bucket Truck Bids.pdf

VII.-21 2012-0448

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

Attachments: MEMORANDUM-Manual Checks-HOME
 HOME Checks Supporting Docs

VII.-22 2012-0447

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

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Checks Supporting Docs

VII.-23 2011-0440

Approve Claims Docket ending January 13, 2012

Attachments: 1-17-12 Claims Docket
 ADDENDUM 1.17.2012

VIII. Adjournment



City of Hattiesburg, MS

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

Master

File Number: 2011-0435

File ID: 2011-0435

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Resolution bond purchas agreement for 12,500,000

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/8

Title:

Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank of its special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the agreegate principal amount of not to exceed twelve million five hundred thousand dollars (\$12,500,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount if not to exceed twelve million five hundred thousand dollars (\$12,500,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

Notes:

Sponsors:

Enactment Date:

Attachments: Resol.. Loan Agree, executed Resol. 2012-2 Loan Agree, Exh A.B, Exh C.D

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Adopt				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank (The Bank) of its special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the aggregate principal amount of not to exceed twelve million five hundred thousand dollars (\$12,500,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount if not to exceed twelve million five hundred thousand dollars (\$12,500,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

Sam Keys of Butler Snow provided a brief overview.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2011-0435

Title

Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank of its special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the aggregate principal amount of not to exceed twelve million five hundred thousand dollars (\$12,500,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount if not to exceed twelve million five hundred thousand dollars (\$12,500,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING THE FORM OF AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS SPECIAL OBLIGATION BONDS, SERIES 2012 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000) TO PROVIDE FUNDS FOR A LOAN BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT SECURED BY A PROMISSORY NOTE (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000) (THE "NOTE"); AND APPROVING THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE PRELIMINARY OFFICIAL STATEMENT AND THE BOND PURCHASE AGREEMENT (ALL AS HEREIN DEFINED).

WHEREAS, the City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, does hereby find, determine and adjudicate as follows:

1. The City is authorized under the provisions of Miss. Code Ann. § 31-25-1 et seq., as amended (the "Act"), to borrow in such amounts as it may find necessary and proper in order to provide funds for (i) repairing, improving, and extending the combined water and sewer system of the City (the "System") (the "Construction Project"); (ii) funding a debt service reserve fund for the Series 2012 Bonds, if necessary, (iii) paying capitalized interest, if necessary and (iv) paying the costs of issuance for the Series 2012 Bonds (as hereinafter defined) and the Series 2012 Note (as hereinafter defined) (together, the "Project").

2. On November 8, 2011, the Governing Body of the City adopted a certain resolution entitled **"RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DECLARING THE INTENTION OF THE CITY TO AUTHORIZE THE BORROWING OF AN AMOUNT NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000) BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK FOR THE PURPOSE OF IMPROVING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI"** (the "Intent Resolution").

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Hattiesburg American*, a newspaper published in and of general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to December 6, 2011, and the last publication being made not more than seven (7) days prior to such date, such Intent Resolution being published in the newspaper on November 13, 20 and 27 and December 4, 2011, as evidenced by the publisher's affidavit heretofore presented and on file with the City.

4. On on December 6, 2011, the Governing Body of the City adopted a resolution (the "No Protest Resolution") stating that no petition signed by fifteen percent (15%) or 1,500, whichever is the lesser, of the qualified electors of said City objecting to and protesting against such loan nor any other objection of any kind or character against the loan described in the Intent Resolution had been filed or presented by the qualified electors of said City on or before December 6, 2011, and authorized the loan.

5. The Intent Resolution and the No Protest Resolution of the Governing Body as described above meet the requirements of the Act and are acceptable to the Bank with respect to the Loan and the issuance of the Series 2012 Note.

6. The City is now authorized and empowered by the provisions of the Act, to borrow funds by entering into the hereinafter described Loan.

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan with the Bank secured by the Series 2012 Note pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project.

8. It is in the best interest of the City for the Bank to issue its not to exceed \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), to be dated the date of delivery thereof (the "Series 2012 Bonds"), for the purpose of making the Loan to the City (the "Loan") under the terms and provisions of the Loan Agreement secured by the Series 2012 Note for the purpose of providing funds for the Project.

9. The Governing Body desires to authorize and approve Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Co-Bond Counsel, and The May Law Firm, PLLC, Jackson, Mississippi, as Co-Bond Counsel, to negotiate for the sale of the Series 2012 Bonds to a to be determined underwriter (the "Original Purchaser").

10. The Governing Body desires (i) to approve the form of and distribution of the preliminary official statement (the "Preliminary Official Statement") in connection with the sale of the Series 2012 Bonds; (ii) to approve the form of and authorize the execution of the Bond Purchase Agreement, as hereinafter defined, by the Mayor and City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2012 Bonds, subject to approval by the Bank and certain other conditions as hereinafter set forth; (iii) approve the form of and execution of, as applicable, certain documents in connection with the Series 2012 Bonds; and (iv) to approve the payment of costs of issuance expenses.

11. The Governing Body finds it necessary to approve the form of and execution of, as applicable, the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"), the Series 2012 Note, the Indenture of Trust, to be dated the date of delivery of the Series 2012 Bonds, between the Bank and Hancock Bank, Jackson, Mississippi (the "Trustee") (the "Indenture"), and the Bond Purchase Agreement (the "Bond Purchase Agreement"), by and among the Bank, the City and the Original Purchaser of the Series 2012 Bonds.

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

SECTION 1. The Governing Body of the City does hereby approve the negotiation of the sale of the Series 2012 Bonds to the Original Purchaser by the Financial Advisor, the City and Co-Bond Counsel, acting for and on behalf of the Bank. Based on the recommendation of the Financial Advisor and Co-Bond Counsel, the Mayor is hereby authorized to execute the Bond Purchase Agreement for the sale by the Bank of the Series 2012 Bonds with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2012 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement subject to the approval of the Mayor of the following: (1) net interest cost of not more than eleven percent (11%) for the Series 2012 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2012 Bonds evidenced by the Bank's execution of the Bond Purchase Agreement; (3) term of the Series 2012 Bonds of not to exceed 30 years; (4) bond size for the Series 2012 Bonds of not to exceed \$12,500,000, and (5) terms and provisions of the Series 2012 Bonds in compliance with the Act.

SECTION 2. The Loan Agreement, including the form of the Series 2012 Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Series 2012 Note on behalf of the City. All provisions of the Loan Agreement, including the Series 2012 Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Loan Agreement and Series 2012 Note shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Mississippi Development Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2012 Bonds.

SECTION 4. The Preliminary Official Statement and the Bond Purchase Agreement for utilization in the sale of the Series 2012 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The Mayor is hereby authorized and directed to execute and deliver, as applicable, the Preliminary Official Statement and the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Mayor is hereby authorized and directed to approve the final Official Statement on behalf of the Governing Body with such changes from the Preliminary Official Statement as he may approve, and, the Governing Body hereby authorizes and ratifies, the distribution of said Preliminary Official Statement and the Bond Purchase Agreement and said final Official Statement and the use thereof by the Financial Advisor and Co-Bond Counsel in connection with the sale of the Series 2012 Bonds.

SECTION 5. Hancock Bank, Gulfport, Mississippi, is hereby approved by the City to serve as trustee under the Indenture (the "Trustee").

SECTION 6. Upon receiving the recommendation of the Financial Advisor to the Bank, Co-Bond Counsel and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Series 2012 Note for the sale of the Series 2012 Bonds, including the date of sale, the dated date of the Series 2012 Bonds, the final principal amount of the Series 2012 Bonds, the maturity schedule relating to the Series 2012 Bonds, the redemption terms of the Series 2012 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution adopted by the Bank on January 11, 2012, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2012 Bonds.

SECTION 7. If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2012 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2012 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, the Series 2012 Note, or the Preliminary Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2012 Bonds.

SECTION 8. The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2012 Bonds the costs of issuance of said Series 2012 Bonds and the Series 2012 Note; provided, however, total costs of issuance for said Series 2012 Bonds and the Series 2012 Note (excluding the underwriter's discount and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount) shall not exceed 5% of the par amount of the Series 2012 Bonds.

SECTION 9. The Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to 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 said authority, including the approval of the final Official Statement in connection with the Series 2012 Bonds.

SECTION 10. For cause, this resolution shall be in full force and effect from the date hereof.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 17th day of January, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 17th day of January, 2012.

CITY CLERK

MAYOR

EXHIBIT A

FORM OF LOAN AGREEMENT AND SERIES 2012 NOTE

LOAN AGREEMENT

BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

THE CITY OF HATTIESBURG, MISSISSIPPI

ACKNOWLEDGED AND ACCEPTED BY:

HANCOCK BANK

JACKSON, MISSISSIPPI

SECURED BY:

\$ _____

PROMISSORY NOTE

**(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
CONSTRUCTION PROJECT)**

DATED AS _____, 2012

**The interest of the Mississippi Development Bank in this Loan Agreement,
except for certain rights retained by the Issuer pursuant to Section 4.6**

hereof, has been assigned to Hancock Bank, Jackson, Mississippi, as Indenture Trustee.

This instrument was drafted by:

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC
Attorneys At Law
Suite 1400
1020 Highland Colony Parkway
Post Office Box 6010
Ridgeland, MS 39158-6010

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EXHIBIT B - FORM OF SERIES 2012 NOTE

EXHIBIT C – FORM OF PROJECT FUND, CONSTRUCTION ACCOUNT REQUISITION

LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of _____, 2012 (the "Loan Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or "Issuer") and organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended, the "Act"), and the **CITY OF HATTIESBURG, MISSISSIPPI**, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi (the "City").

RECITALS:

A. The Issuer is authorized by the provisions of the Act, to, among other things, loan money to local governmental units for any purposes set forth under the Act and to finance such assistance to such local governmental units by the issuance of revenue bonds.

B. The Issuer is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of providing the aforementioned loans to local governmental units; and to pledge or assign any money, rents, charges, fees or other revenues and any proceeds derived from the loans with such local governmental units.

C. The Issuer has duly authorized as a project under the Act the financing of the Project (as hereinafter defined).

D. The Issuer has duly authorized the issuance, as provided in the Indenture (as hereinafter defined), of its Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2012 Bonds") pursuant to the Act in the maximum aggregate principal amount of \$_____ in order to loan the proceeds thereof to the City to provide for the financing of the Project, pursuant to this Loan Agreement secured by a promissory note whereby the amount of payments to be made to the Issuer by the City under the promissory note shall be sufficient to pay the principal of, premium, if any, and interest on the Series 2012 Bonds as and when the same shall become due and payable.

E. The Series 2012 Bonds are to be issued pursuant to and secured by an indenture of trust (the "Indenture") dated even date herewith, by and between the Issuer and the Indenture Trustee (as hereinafter defined).

F. The Issuer shall loan the proceeds of the Series 2012 Bonds to the City pursuant to the terms and provisions of this Loan Agreement authorized, executed and delivered by the City.

G. To further secure the payment of the Series 2012 Bonds pursuant to this Loan Agreement, the City has authorized, executed and delivered a promissory note, which promissory note and this Loan Agreement (except certain rights retained by the Issuer) the Issuer has assigned or will assign to the Indenture Trustee.

H. To further secure the payment of the Series 2012 Bonds, the City will pledge the Net Revenues, as hereinafter defined, of the combined water and sewer system (the "System") of the City.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

ARTICLE I

DEFINITIONS, EXHIBITS AND MISCELLANEOUS

SECTION 1.1. Definitions.

The terms used herein, unless the context hereof shall require otherwise, shall have the following meanings, and any other terms defined in Section 1.01 of the Indenture (as set forth in **EXHIBIT A** and incorporated herein by reference) shall have the same meanings when used herein as assigned them in the Indenture, unless the context or use thereof indicates another or different meaning or intent.

Act: Sections 31-25-1 et seq. of the Mississippi Code of 1972, as amended and supplemented;

Additional Charges: the payments required by Section 4.4 of this Loan Agreement;

Administrative Expenses: the reasonable and necessary fees, costs or expenses incurred or payable by the City to the Issuer pursuant to this Loan Agreement or the Indenture, including compensation and expenses paid to or incurred by the Indenture Trustee or any paying agent under this Loan Agreement or the Indenture;

Amortized Value: when used with respect to securities purchased at a premium above or a discount below par, the value as of any given date obtained by dividing the total amount of the premium or the discount at which such securities were purchased by the number of days remaining to maturity of such securities at the time of such purchase and by multiplying the amount so calculated by the number of days having passed from the date of such purchase; and (i) in the case of securities purchased at a premium, by deducting the product thus obtained from the purchase price and (ii) in the case of securities purchased at a discount, by adding the product thus obtained to the purchase price;

Annual Budget: the budget or amended budget in effect as provided in or adopted pursuant to Section 6.9 hereof;

Authorized City Representative: any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by its Mayor or other duly authorized Person and its Clerk or other authorized Person and furnished to the Issuer and the Indenture Trustee, containing the specimen signature of each such person;

Bank: the Mississippi Development Bank, a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

Basic Payments: the payments required by Section 4.2 of this Loan Agreement;

Bond or Bonds: the not to exceed \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to the Indenture;

Bond Closing: the date on which there is delivery by the Issuer of, and payment for, the Bonds;

Bond Counsel: the firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, or any other firm of nationally recognized bond counsel experienced in tax exempt bond financing selected by the City and acceptable to the Issuer and the Indenture Trustee;

Bond Documents: the Indenture, the Loan Agreement, the Series 2012 Note and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Indenture Trustee, Issuer or any participant with respect to the transactions contemplated in the Indenture;

Bond Insurer: _____;

Bondholder or Holder: the Person in whose name a Series 2012 Bond is registered in the Bond Register;

Bond Register: the registration records of the Bank kept by the Indenture Trustee to evidence the registration and transfer of the Series 2012 Bonds;

Certificate: as the case may be, either (i) a signed document attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (ii) a signed document setting forth matters to be determined by an Authorized City Representative pursuant to this Loan Agreement;

City: the City of Hattiesburg, Mississippi;

Code or Internal Revenue Code: the Internal Revenue Code of 1986, as amended and all applicable Treasury Regulations promulgated thereunder;

Completion Certificate: the Certificate of Completion required by Section 3.4 hereof;

Completion Date: the date as set forth in the Completion Certificate required in Section 3.4 hereof;

Construction Account: the account by that name created in the Project Fund by Section 5.2 hereof to be held by the Indenture Trustee under this Loan Agreement;

Construction Project: all repairs, improvements and extensions of the City's System funded from a portion of the Loan Proceeds;

Consulting Engineer: a reputable engineer or firm of engineers experienced in conducting analyses, tests, and studies and in rendering reports, advice and opinions in the area of water and sewer utility facilities construction and planning, selected by the City and may be a certified engineer who is an employee of the City;

Contingent Fund: the Contingent Fund so designated which is created and established by Section 5.6 hereof;

Costs of the Project: to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, (a) obligations of the Issuer or of the City incurred for labor, materials, machinery, equipment and other expenses and to architects, contractors, builders and materialmen in connection with the acquisition, construction, installation and equipping of the Construction Project and improvements thereto including, but not limited to, the cost of the acquisition of any land for the Construction Project; (b) the cost of contract or performance bonds or of other bonds and of insurance of all kinds that may be required or necessary prior to or during the course of construction, installation and equipping of the Construction Project; (c) all costs of architectural and engineering services, including the expenses of the Bank and the City for test boring, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or as a result of the proper construction, installation and equipping of the Construction Project; (d) compensation and expenses of the Bank, and the Indenture Trustee, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Series 2012 Bonds, which are not otherwise provided for under the terms of this Loan Agreement; (e) all other costs which the Bank or the City shall be required to pay under the terms of any contract or contracts for the acquisition (by purchase, lease or otherwise), construction, installation and equipping of the Construction Project; (f) any sums required to reimburse the Bank or the City for advances made by either of them for any of the above items, or for any other costs incurred and for work done by either of them, which are properly chargeable to the Construction Project being acquired, constructed, installed and equipped; (g) all Administrative Expenses; and (h) any other expenses or fees of the City, the Bank or the Indenture Trustee, which in the opinion of the City, the Issuer, or the Indenture Trustee respectively, are related to the Construction Project or the Series 2012 Bonds, including but not limited to, commitment and legal fees and the costs, fees and expenses of the Original Purchaser in connection with the initial sale and issuance of the Series 2012 Bonds;

Date of this Loan Agreement: as of _____, 2012;

Debt Service Fund: the Debt Service Fund so designated which is created and established by Section 5.4 hereof;

Debt Service Payment: the aggregate of the interest and principal payable on the Series 2012 Note and any Parity Indebtedness for the specific period designated under this Loan Agreement;

Debt Service Reserve Fund: collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Bonds issued under the Indenture, as it may be supplemented from time to time;

Debt Service Reserve Requirement: the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period beginning on ____ 2 of one year and ending on ____ 1 of the following year) on all Series 2012 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2012 Bonds; and (iii) 10% of the stated principal amount of the Series 2012 Bonds;

Depository: any bank, trust company or national banking association selected by the City and approved by the Indenture Trustee as a depository of moneys and securities held under the provisions of this Loan Agreement, and its successor or assign or successors or assigns;

Discharge Date: the date on which all Outstanding Series 2012 Bonds are discharged under Article IX of the Indenture;

Event of Default: any of the events set forth in Section 10.1;

Fiduciary or Fiduciaries: the Indenture Trustee, the paying agent, the Depository or any or all of them, as may be appropriate;

Financial Guaranty Insurance Policy: the financial guaranty insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Series 2012 Bonds as provided therein;

Fiscal Year: when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve month period as may be adopted by the City in accordance with law;

Fund: any fund described in Article VI of the Indenture;

General Account: the account by that name created by Section 6.02 of the Indenture for the Series 2012 Bonds;

Guaranty Agreement: a Guaranty Agreement by and between the Bank and ___, dated as of ___, 2012, under which the Bank agreed to reimburse ___ for all draws under the Surety Bond;

Indenture: the Indenture of Trust by and between the Issuer and Indenture Trustee, as the same may from time to time be amended or supplemented as herein provided;

Indenture Trustee: Hancock Bank, Jackson, Mississippi, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture;

Independent Accountant: the Audit Department of the State of Mississippi or a certified public accountant or firm of certified public accountants registered and qualified to practice as such under the laws of the State of Mississippi and reasonably acceptable to the Indenture Trustee, and not regularly employed by the Issuer or the City, except to perform independent audits of the books and records of either or both of them or the System or other similar periodic reviews;

Inspecting Architect: such architect or engineer retained by City and approved by the Bank;

Interest Account: the account by that name created in the Project Fund by Section 5.2 hereof to be held by the Indenture Trustee under this Loan Agreement;

Interest Payment Date: each ___ 1 and ___ 1, commencing ___ 1, 20___, and ending on the date of payment in full of the Series 2012 Bonds;

Internal Revenue Code or Code: the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations;

Investment Securities: includes all securities, instruments and the like in which the City is authorized to invest its funds under applicable law, including the Act;

Issuance Expenses: any and all costs and expenses relating to the issuance, sale and delivery of the Series 2012 Bonds, and the execution and delivery of this Loan Agreement, the Indenture and the Series 2012 Note, including, but not limited to, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the initial fees and expenses of the Indenture Trustee, any fee to be paid to the Issuer, the preparation and printing of this Loan Agreement, the Series 2012 Note, the Indenture, any preliminary official statement and final official statement, the Series 2012 Bonds and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2012 Bonds required to be paid from the proceeds of the Series 2012 Bonds and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code;

Issuer: the Bank;

Loan: the loan of Net Proceeds of the Series 2012 Bonds by the Issuer to the City described in Section 4.1 of this Loan Agreement;

Loan Agreement: this Loan Agreement by and between the Issuer and the City, as the same may from time to time be amended or supplemented as provided herein and in the Indenture;

Loan Agreement Fund or Loan Agreement Funds: one or more of the special funds and accounts created and established pursuant to this Loan Agreement;

Loan Proceeds: the Net Proceeds of the sale of the Series 2012 Bonds and investment earnings thereon held by the City in the Loan Agreement Funds;

Net Bond Proceeds: proceeds from the sale of the Series 2012 Bonds at the public offering price including accrued interest, if any, from the dated date of the Series 2012 Bonds to the date of delivery thereof, including interest earnings thereon;

Net Proceeds: Net Bond Proceeds, including any interest earnings thereon, less (i) capitalized interest, if any, (ii) such Net Bond Proceeds used to pay or reimburse for the payment of Issuance Expenses and any other neutral costs and (iii) funds used to fund the Debt Service Reserve Fund;

Net Revenues: gross revenues of the System less Operating Expenses for the operation and maintenance of the System;

Note Payments: together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2012 Note held by the Indenture Trustee pursuant to the Indenture;

Note Year: the period from Closing Date through __ 1, 20 __, and thereafter each twelve (12) month period from each __ 2 to and including __ 1 of the following year, beginning with the period ending __ 1, 20 __;

Operating Expenses: the City's operation and maintenance expenses in connection with the System which include the following: expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the System and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the System, and transportation cost from the delivery point to the System, or alternative delivery point, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the City and applicable in the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under this Loan Agreement, all to the extent properly attributable to the City and its System;

Operation and Maintenance Fund: the Operation and Maintenance Fund so designated and created and established by Section 5.5 hereof;

Original Purchaser: ____, Inc., ____, ____, as the original purchaser of the Series 2012 Bonds;

Outstanding: all Series 2012 Bonds which have been authenticated and delivered by the Indenture Trustee under the Indenture, including Series 2012 Bonds held by the Bank, except:

- (1) Series 2012 Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;
- (2) Series 2012 Bonds deemed paid under Article IX of the Indenture; and
- (3) Series 2012 Bonds in lieu of which other Series 2012 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture;

Parity Indebtedness: indebtedness of the City, the payments of which are secured by a lien on System Revenues on a parity with the lien securing the Series 2012 Note, but excluding the Series 2012 Note;

Persons: an individual, a corporation, an association, a joint stock company, a business trust, a partnership, a joint venture, an unincorporated organization, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;

Plans and Specifications: the plans and specifications for the construction of the Construction Project prepared by the Architect, as the same may be modified and amended from time to time;

Project: providing funds for the Construction Project and Issuance Expenses;

Project Documents: collectively (a) the Bond Documents, (b) the Plans and Specifications, and (c) the agreement between the Architect and City;

Project Equipment: (a) any and all fixtures or tangible personal property now or hereafter attached or affixed to the Construction Project, and (b) any additions to, replacements of and substitutions for any of the foregoing;

Project Fund: the Project Fund so designated which is created and established by Section 5.2 hereof;

Redemption Date: when used with respect to any Series 2012 Bond to be redeemed shall mean the date on which it is to be redeemed pursuant to the Indenture;

Redemption Price: when used with respect to any Series 2012 Bond to be redeemed shall mean the price at which it is to be redeemed pursuant to the Indenture;

Reserve Fund Credit Facility: an irrevocable and unconditional letter of credit, insurance policy or surety bond, including the Surety Bond, the terms of which have been approved by the City, the Bank and the Bond Insurer, issued by a bank or other financial institution, which is acceptable to the City, the Bank and the Bond Insurer, having a long-term credit rating of "A" or better, as determined by Moody's Investors Service which credit facility names the Indenture Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Indenture Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Indenture Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund;

Revenue Fund: the Revenue Fund so designated and created and established by Section 5.3 hereof;

Series 2012 Bonds: the \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to the Indenture;

Series 2012 Note: the \$ _____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2012, of the City to the Bank, attached hereto as **EXHIBIT B**;

State: the State of Mississippi;

Surety Bond: the Surety Bond issued by _____ guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2012 Bonds as provided therein and subject to the limitations set forth therein;

System: the combined water and sewer system of the City and all related improvements and equipment, together with all additions to, replacements of and substitutions for any of the foregoing which may be made as permitted or required by the Bank (which includes the Construction Project), but excluding any property released as authorized by the Bank;

System Revenues: all revenues derived from the System or a pledge of income or revenues, funds or monies of the City from any source whatsoever;

Tax Certificate: the City's Tax Certificate delivered as of the Bond Closing for the Series 2012 Bonds and the execution and delivery of the Series 2012 Note;

Term of this Loan Agreement: the period of time commencing on the date of this Loan Agreement and terminating on the final maturity date of the Series 2012 Bonds or upon earlier termination of this Loan Agreement under Section 9.2, whichever date occurs sooner;

Treasury Regulations: all proposed, temporary or permanent federal income tax regulations then in effect and applicable; and

SECTION 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Loan Agreement:

- (1) **EXHIBIT A: DEFINITIONS FROM INDENTURE;**
- (2) **EXHIBIT B: FORM OF SERIES 2012 NOTE; and**
- (3) **EXHIBIT C: FORM OF PROJECT FUND, CONSTRUCTION ACCOUNT REQUISITION.**

SECTION 1.3. City's Acts.

Where the City is permitted or required to do or accomplish any act or thing hereunder, the City may cause the same to be done or accomplished by a third party selected by the City with the same force and effect as if done or accomplished by the City.

SECTION 1.4. Rules of Interpretation.

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision of this Loan Agreement.

(b) References in this Loan Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Loan Agreement as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Loan Agreement.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(g) For purposes of this Loan Agreement and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (1) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (2) the City notifies the Indenture Trustee that such a dismissal has occurred.

(h) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II

REPRESENTATIONS OF ISSUER AND CITY

SECTION 2.1. Representations by the Issuer.

The Issuer makes the following representations as the basis for the undertakings on the part of the City herein contained:

(1) The Issuer is a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

(2) The Issuer has full power and authority to enter into the transactions contemplated by this Loan Agreement, the Indenture and the other Bond Documents to which it is a party and to perform its obligations hereunder and thereunder;

(3) The Issuer is not in default under any provisions of the laws of the State material to the performance of its obligations under this Loan Agreement;

(4) The Issuer has been duly authorized to execute and deliver this Loan Agreement, the Indenture and the assignment of the Series 2012 Note to the Indenture Trustee and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Issuer, this Loan Agreement, the Indenture, the assignment of the Series 2012 Note to the Indenture Trustee and the other Bond Documents to which it is a party are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited (a) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (b) by the availability of any discretionary equitable remedies;

(5) The loan of the Net Proceeds of the Series 2012 Bonds for the Project as provided by this Loan Agreement, will further the purposes of the Act, to wit: to assist local governmental units in obtaining financing for those purposes set forth under the Act in furtherance of its governmental purpose;

(6) Under existing statutes and decisions no taxes on income or profits are imposed on the Issuer;

(7) There is not pending any suit, action or proceeding against the Issuer before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Issuer, of this Loan Agreement or the Indenture, any of its obligations hereunder or thereunder or any of the transactions contemplated hereby or thereby; and

(8) No public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

SECTION 2.2. Representations and Warranties of the City.

The City represents, covenants and warrants as follows:

(1) The City is a political subdivision of the State of Mississippi duly organized and validly existing under the Constitution and the laws of the State of Mississippi and the City is a local governmental unit within the meaning of the Act;

(2) The execution, delivery and performance by the City of this Loan Agreement and the Series 2012 Note and each of the other Bond Documents to which it is a party are (i) within the City's governmental powers, and (ii) have been duly authorized by all necessary actions of the governing body of the City;

(3) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Loan Agreement, the Series 2012 Note and the other Bond Documents to which the City is a party;

(4) The design and plan of the Construction Project comprises an authorized purpose within the meaning of the Act; and it is presently intended and reasonably expected that the City will operate the Construction Project and the System throughout the term of this Loan Agreement in the normal conduct of the City's governmental functions;

(5) To the best of the City's knowledge, as of the date hereof, the use of the Construction Project as designed and proposed to be operated complies, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State of Mississippi and the respective agencies thereof and the political subdivisions in which the Construction Project is located;

(6) The Net Proceeds of the Series 2012 Bonds, together with any other funds to be contributed to the Project by the City or otherwise in accordance with this Loan Agreement, will be sufficient to pay the Costs of the Project;

(7) The City has reviewed and approved the provisions of the Indenture;

(8) To the best of City's knowledge, no public official of the City has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement;

(9) This Loan Agreement, the Series 2012 Note and the other Bond Documents to which the City is a party are legal, valid and binding obligations of the City, and are enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights or equitable principles generally;

(10) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the City and, to the best of the City's knowledge, there is no threatened action or proceeding affecting the City or any of its assets before any court, governmental agency or arbitrator (i) which, in any case, may materially and adversely affect the financial condition or operations of the City or the System, (ii) which seeks to restrain or would otherwise have a material adverse effect on the transactions contemplated herein, or (iii) which would affect the validity or enforceability of this Loan Agreement, the Series 2012 Note or the other Bond Documents;

(11) None of the assets of the System are subject to any lien except for Permitted Encumbrances;

(12) The City is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole. No Event of Default hereunder or under the Series 2012 Note or any other Bond Document has occurred and is continuing. The City is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole, and no such order, award or decree adversely affects the ability of the City to carry on its governmental functions as currently conducted or the ability of the City to perform its obligations under this Loan Agreement, the Series 2012 Note and the other Bond Documents to which it is a party;

(13) The City is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its governmental functions, its property or assets, or financial condition. The City is not a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of the City, any agreement relating thereto or any other contract or agreement (including their charters) which restricts or otherwise limits the incurring of the indebtedness to be represented by this Loan Agreement, the Series 2012 Note and the other Bond Documents;

(14) The City is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or affecting the governmental functions, operation or assets of the City or the System, except for laws, orders, regulations and ordinances the violation of which would not, in the aggregate, have a material and adverse effect on the City's or System's financial condition;

(15) There is no fact known to the City which materially adversely affects or in the future may (so far as the City can now foresee) materially adversely affect the property, assets or financial condition of the City or the System which has not been set forth in this Loan Agreement, the Series 2012 Note or in the other Bond Documents, prior to the date hereof in connection with the transactions contemplated hereby;

(16) The City hereby incorporates herein and makes each of the representations and warranties contained in the other Bond Documents to which it is a party, operative and applicable for the benefit of Issuer and the Indenture Trustee as if the same were set forth at length herein;

(17) All roads, easements and other necessary modes of ingress and egress to the Construction Project necessary for the full utilization of the Construction Project for its intended purposes or for the construction of the Construction Project have been

completed or obtained or will be completed prior to commencement of construction of the improvements to the Construction Project in accordance with the Plans and Specifications; and

(18) The City has not received notice of, and has no knowledge of, (i) any proceedings, whether actual, pending or threatened, for the taking under the power of eminent domain or any similar power or right, of all or any portion of the Construction Project; or (ii) any damage to or destruction of any portion of the Construction Project; or (iii) any zoning, building, fire or health code violations in respect of the Construction Project which have not heretofore been corrected.

SECTION 2.3. Survival.

The foregoing representations, covenants and warranties of the City shall be continuing and shall survive the execution and delivery of this Loan Agreement, the Series 2012 Note and the other Bond Documents. The disbursement of Loan Proceeds from the Project Fund by the City shall constitute a certification by the City that the aforesaid representations, covenants and warranties are true and correct in all material respects as of the date of such disbursement.

ARTICLE III

APPLICATION OF LOAN PROCEEDS; REFUNDING PROJECT; AND THE CONSTRUCTION PROJECT

SECTION 3.1. Application of Loan Proceeds; Refunding Project; and Construction Project.

(a) Simultaneously with the delivery of the Series 2012 Bonds by the Indenture Trustee, the Net Proceeds of the Series 2012 Bonds will be transferred by the Indenture Trustee, as the assignee for the Mississippi Development Bank under the Loan Agreement and the Series 2012 Note, as follows for the Refunding Project and the Construction Project:

\$ _____ in Net Proceeds of the Series 2012 Bonds shall be paid to the City for deposit in the Project Fund, Construction Account to be held by the Indenture Trustee for the Construction Project.

(b) Construction Project. At or prior to delivery of the Bonds, but in all events prior to any disbursement of Loan Proceeds from the Project Fund, Construction Account, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Indenture Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, state and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Indenture Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute

such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds adjustments or otherwise in connection with the foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Indenture Trustee for deposit into the Project Fund, Construction Account, unless recovered after delivery of the Completion Certificate and full disposition of the Project Fund in accordance with Section 3.4, in which case they shall be paid into the General Account under the Indenture.

SECTION 3.2. Completion of Construction.

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

SECTION 3.3. Payment for Construction Project.

(a) Payments of Costs of the Construction Project by the City, including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2012 Bonds, shall be made from time to time by the Indenture Trustee out of the Project Fund, Construction Account upon presentation to the Indenture Trustee of a requisition (the form of which is attached hereto as **EXHIBIT C**) from the City (with copies to be furnished to the Issuer upon its request), as prepared by the City pursuant to the invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable and on file with the City.

(b) Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction costs based on its reliance with respect to the acceptable completion of such work.

(c) Money in the Project Fund, Construction Account, except as otherwise provided herein, shall be used solely for making disbursements by the Indenture Trustee for payment of the Costs of the Construction Project as provided in this Article and pursuant to each requisition submitted to the Indenture Trustee.

SECTION 3.4. Completion of Construction Project.

The completion of the Construction Project shall be evidenced to the Indenture Trustee (and the Issuer upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained by the City for the payment of Costs of the Construction Project not then due and payable, which shall be retained as provided in Section 3.5, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the

Completion Certificate shall state that it is given without prejudice to any rights the Issuer or the City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being. If additional payments out of the Project Fund, Construction Account are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a).

Upon receipt of the items specified in this Section and in Section 3.3, the City shall requisition from the Indenture Trustee payment to the City, or any payee designated by the City of the amount requested, including any amount withheld pursuant to this Section 3.4.

SECTION 3.5. Disposition of Surplus Funds.

If any moneys remain in the Project Fund, Construction Account (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Project Fund, Construction Account for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall, notwithstanding anything to the contrary contained in Section 3.4 hereof, be disbursed by the City on the terms and conditions set forth in Section 3.3 hereof) shall be used to redeem a portion of the principal of the Series 2012 Bonds at par in the manner provided in the Indenture. Any portion of such monies not so applied to the redemption of the Series 2012 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Project Fund, Interest Account held by the Indenture Trustee under this Loan Agreement, are to be used by the City for the Construction Project and to the extent not needed for the Construction Project will be used by the City to pay interest on Series 2012 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2012 Bonds. Any funds in the Project Fund, Interest Account to be used by the City for the Construction Project shall be transferred to the Project Fund, Construction Account at the written direction of the City to the Indenture Trustee. Any funds in the Project Fund, Interest Account to be used by the City for interest on the Series 2012 Bonds shall be transferred to the General Fund, General Account at the written direction of the City to the Indenture Trustee.

SECTION 3.6. Insufficient Series 2012 Bond Proceeds.

If the moneys in the Project Fund, Construction Account, including interest earned thereon held in the Project Fund, Interest Account, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund, Construction Account, including interest earned thereon held in the Project Fund, Interest Account, and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Project Fund, Construction Account, including the interest earned thereon held in the Project Fund, Interest Account, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Issuer, the Indenture Trustee or the Bondholders,

nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable hereunder and under the Series 2012 Note.

SECTION 3.7. Payment of Costs by City.

The City agrees that it will provide any and all money required for the prompt and full payment of:

(1) All legal (including Bond Counsel and counsel to the City, the Issuer and the Indenture Trustee), financial advisor, municipal bond insurance and accounting fees and expenses, administrative and rating agency fees (if any), printing and engraving costs and other expenses incurred and to be incurred with respect to (i) the authorization, sale and issuance of the Series 2012 Bonds, or (ii) the preparation of this Loan Agreement, the Indenture, the Series 2012 Note and all other documents necessary to the Bond Closing or required by this Loan Agreement or the Indenture;

(2) Premiums on all insurance; and

(3) All reasonable fees and expenses of the Indenture Trustee and paying agent under the Indenture.

SECTION 3.8. Issuance of Series 2012 Bonds.

The Issuer has contracted for the sale of the Series 2012 Bonds authorized by the Indenture, and the City has and does approve the terms of the Indenture. Forthwith upon execution of this Loan Agreement and the Indenture, or as soon thereafter as practicable, the Issuer will execute the Series 2012 Bonds and cause them to be authenticated by the Indenture Trustee and delivered to the Original Purchaser in accordance with the Original Purchaser's bid for the purchase of the Series 2012 Bonds upon payment of the purchase price and filing with the Indenture Trustee of the opinion of Bond Counsel as to the legality of the Series 2012 Bonds and the furnishing of all other documents required by this Loan Agreement and the Indenture to be furnished before delivery. The Issuer will then cause the proceeds of the Series 2012 Bonds to be transmitted to the Indenture Trustee.

ARTICLE IV

THE LOAN, BASIC PAYMENTS AND ADDITIONAL CHARGES

SECTION 4.1. The Loan.

The Issuer agrees, upon the terms and conditions herein specified, to lend to the City the Net Proceeds received by the Issuer from the sale of the Series 2012 Bonds, by causing such Net Proceeds to be deposited with the Indenture Trustee for disposition as provided herein and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Issuer sells the Series 2012 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2012 Bonds. The obligation of the Issuer to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2012 Bonds with the Indenture Trustee as set forth herein.

SECTION 4.2. Basic Payments.

(a) Subject to the provisions for prepayment set forth in Section 9.2, the City agrees to pay the Loan as follows:

(1) The City shall pay to the Indenture Trustee for the account of the Bank an amount equal to the aggregate principal amount of the Series 2012 Bonds Outstanding and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2012 Bonds, such amounts to be paid on the first day of each month, commencing ___ 1, 20___ for interest payments and commencing ___ 1, 20___ for principal payments, as follows:

(A) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2012 Bonds on the next succeeding Interest Payment Date; and

(B) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2012 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(2) The City shall pay to the Indenture Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2012 Bonds the amounts required for the payment of the purchase or Redemption Price of plus accrued interest on Outstanding Series 2012 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

The City shall remit to the Indenture Trustee for deposit into the General Account of the General Fund under the Indenture (i) monthly those amounts as set forth above due under the Series 2012 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2012 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2012 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

(b) On the first day of January and July of each year, commencing January 1, 20___, and ending on July 1, 2026, the City shall provide to the Indenture Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

SECTION 4.3. Pledge of Net Revenues of the System.

The principal of and interest on the Series 2012 Note and other amounts due under the Loan Agreement shall be payable solely from Net Revenues of the System. Such an amount of the Net Revenues of the System as will provide for the payments due under the Series 2012 Note and the Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2012 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2012 Note, either as to principal or interest.

SECTION 4.4. Additional Charges.

The City agrees to pay as additional charges, when due, each and all of the following:

- (1) all Issuance Expenses;
- (2) to or upon the order of the Indenture Trustee, upon demand, all fees of the Indenture Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Indenture Trustee of services required under the Indenture for which the Indenture Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Indenture Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;
- (3) to the Issuer and the Indenture Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Indenture Trustee in relation to the Project which are not otherwise required to be paid by the City under the terms of this Loan Agreement and all indemnity payments required to be made under Section 8.4;
- (4) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Indenture Trustee or the Issuer at any time, in connection with (a) the preparation, negotiation and execution of this Loan Agreement, the Indenture, the Series 2012 Note and all other Bond Documents, any amendment of or modification of this Loan Agreement, the Indenture, the Series 2012 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (b) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Indenture Trustee, the City or any other person in any way relating to the Project, the Series 2012 Note, the other Bond Documents, or the City's affairs; (c) any attempt to enforce any rights of the Indenture Trustee or the Issuer against the City or any other person which may be obligated to the Indenture Trustee and/or Issuer by virtue of the Loan Agreement, the Series 2012 Note, the other Bond Documents or any other Project related document; (d)

any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (e) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document;

(5) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Indenture Trustee's valuation under Section 6.08 of the Indenture, the City will pay directly to the Indenture Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund, equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date; and

(6) upon notice by the Indenture Trustee that any event described in the last paragraph of Section 6.08 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice; provided, however, said payment may be made from proceeds of a drawing under a Reserve Fund Credit Facility.

SECTION 4.5. City's Obligations Unconditional.

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in this Loan Agreement, and, except as expressly permitted in Section 9.2, will not terminate this Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement or the Series 2012 Note, or lack of right, power or authority of the Issuer to enter into this Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Indenture Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Series 2012 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City hereunder shall be paid in full when due without any delay or diminution whatever.

SECTION 4.6. Assignment of Issuer's Rights.

As security for the payment of the Series 2012 Bonds, the Issuer will pledge the amounts payable hereunder and under the Series 2012 Note, and assign, without recourse or liability, to the Indenture Trustee, the Issuer's rights under this Loan Agreement (except certain rights retained by the Issuer) and under the Series 2012 Note. The rights pledged and assigned by the Issuer hereunder will include the right to receive payments hereunder (except the right to receive

payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 hereof) and the Issuer hereby directs the City to make said payments directly to the Indenture Trustee. The City herewith assents to such assignment and will make payments under this Loan Agreement directly to the Indenture Trustee without defense or setoff by reason of any dispute between the City and the Indenture Trustee.

SECTION 4.7. City's Remedies.

Nothing contained in this Article shall be construed to release the Issuer from the performance of any of its agreements herein, and if the Issuer should fail to perform any such agreements, the City may institute such action against the Issuer as the City may deem necessary to compel the performance so long as such action for specific performance shall not violate the City's agreements in Section 4.5 or diminish or delay the amounts required to be paid by the City pursuant to Section 4.2 of this Loan Agreement. The City acknowledges however and agrees that any pecuniary obligation of the Issuer created by or arising out of this Loan Agreement shall be payable solely out of the proceeds derived from this Loan Agreement or the sale of the Series 2012 Bonds upon a default by the City or otherwise.

SECTION 4.8. [RESERVED].

ARTICLE V

ESTABLISHMENT OF CERTAIN LOAN AGREEMENT FUNDS, APPLICATION THEREOF AND SECURITY THEREFOR

SECTION 5.1. Establishment of Loan Agreement Funds.

(a) The following Loan Agreement Funds are hereby created and established as Loan Agreement Funds to be held by the Indenture Trustee in connection with the Series 2012 Note:

- (1) Project Fund;
 - (A) Construction Account; and
 - (B) Interest Account.

The amounts in all such Loan Agreement Funds shall be held by the Indenture Trustee. All moneys or securities deposited with the Indenture Trustee pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purpose of this Loan Agreement.

(b) The following Loan Agreement Funds are hereby created and established as Loan Agreement Funds to be held by the City in connection with the Series 2012 Note:

- (1) Debt Service Fund;

- (2) Revenue Fund;
- (3) Operation and Maintenance Fund; and
- (4) Contingent Fund.

The amounts in all such Loan Agreement Funds shall be held by the City. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law. All moneys or securities deposited with the Indenture Trustee or any Depository or received by the City pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purposes of this Loan Agreement.

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by this Loan Agreement or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

SECTION 5.2. Project Fund.

(a) There shall be deposited into the Project Fund, Construction Account, the amounts required to be so deposited by the provisions of Section 3.1 hereof. There may also be paid into the Project Fund, Construction Account, at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by this Loan Agreement. All earnings on the investment of moneys in the Project Fund, Construction Account shall be deposited into the Project Fund, Interest Account and accumulated therein for the Costs of the Construction Project and to the extent not needed for the Costs of the Construction Project will be used by the City to pay interest on the Series 2012 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2012 Bonds.

(b) Except as otherwise provided in this Section, amounts in the Project Fund, Construction Account shall be applied only to pay the Costs of the Construction Project, Issuance Expenses, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

(c) To the extent that the amounts in any other Loan Agreement Fund are insufficient or unavailable therefor, amounts on deposit in the Project Fund, Construction Account may be applied to pay the Series 2012 Note when due, but only in the event that there shall have been filed with the Indenture Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Indenture Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2012 Bonds when and as the same shall become due in accordance with their terms, (ii) that such payment will not result in a violation of the provisions of Section 8.5 hereof, and (iii) in reasonable detail, the basis for such certification, and (2) an Opinion of Counsel satisfactory to the Indenture Trustee that such payment will not result in a violation of any applicable existing law.

(d) At any time, the City may apply amounts in the Project Fund, Construction Account to the prepayment of the Series 2012 Note in accordance with its terms and the provisions of Section 9.2 hereof, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

SECTION 5.3. Revenue Fund.

All System Revenues shall be set aside as collected by the City and shall be deposited into the Revenue Fund to be utilized for the purposes of accounting for the System Revenues. Monies in said fund shall not be subject to lien or attachment by any creditor of the City, and shall be allocated and deposited by an Authorized City Representative to the extent available in the following order of preference in the following separate and special funds, without further direction of or action by the City:

(1) On the first day of each month and prior to making any withdrawal pursuant to subsection (2) hereof, the City shall withdraw from the Revenue Fund and deposit to the credit of the several Loan Agreement Funds the following amounts in the following order of priority:

FIRST, amounts shall be withdrawn from the Revenue Fund and deposited to the credit of the Operation and Maintenance Fund sufficient to pay Operating Expenses during such calendar month in accordance with the Annual Budget and in the event that the aggregate amounts deposited into such fund during the preceding months shall have been insufficient to pay all expenses, an amount sufficient to repay such deficiencies.

SECOND, an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2012 Bonds on the next succeeding Interest Payment Date and one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2012 Bonds shall be withdrawn and deposited to the credit of the Debt Service Fund; provided however, that the obligation of the City to make any such deposit to the Debt Service Fund shall be reduced by the amount of any reduction under the Indenture of the amount of any corresponding payment required to be made by the Bank thereunder.

THIRD, there shall be withdrawn and deposited with the Indenture Trustee for deposit by the Indenture Trustee to the credit of the Debt Service Reserve Fund for the Series 2012 Bonds, the amount, if any, required to be paid into the Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the Debt Service Reserve Requirement as established by the provisions of the Loan Agreement and the Indenture.

For purposes of calculating the amounts required to be withdrawn and deposited to the credit of the Debt Service Fund pursuant to the Second item above, the City shall take into account the earnings on the investment of such Loan Agreement Fund on the

day before any Interest Payment Date, which investment earnings shall be valued by the City, and the amount required to be withdrawn and deposited to the credit of the Debt Service Fund pursuant to the Second item above for the month next succeeding any such six-month period shall be reduced by the amount of such earnings.

(2) Any amount remaining in the Revenue Fund after making all payments and deposits required by subsection (1) hereof including any deficiency in payments required hereunder for prior months shall be paid to the Contingent Fund and used as provided in Section 5.6.

If directed by the Issuer, by the first day of each month, the City shall provide to the Indenture Trustee a Certificate executed by an Authorized City Representative stating (a) that the necessary deposits to the funds as required under this Section 5.3 for the preceding month have been made; (b) the amount of such deposit to each fund as required by this Section 5.3 for the preceding month; and (c) the current balance of each fund as of the end of the preceding month.

SECTION 5.4. Debt Service Fund.

Pursuant to the terms and conditions of this Loan Agreement, the City shall pay out of the Debt Service Fund to the Indenture Trustee (i) on the first day of each month for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2012 Bonds the amounts transferred from the Revenue Fund to the Debt Service Fund on the first day of each month to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2012 Bonds at least five (5) days prior to each Interest Payment Date; and (ii) the amounts required for the payment of the purchase or Redemption Price of plus accrued interest on Outstanding Series 2012 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

SECTION 5.5. Operation and Maintenance Fund.

In addition to amounts required to be deposited in the Operation and Maintenance Fund pursuant to Section 5.3(1) hereof, there may also be deposited in the Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by this Loan Agreement. Moneys in the Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 hereof.

SECTION 5.6. Contingent Fund.

Funds in the Contingent Fund may be (i) transferred to the Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; and (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

SECTION 5.7. Investment of Moneys Held by Any Fiduciary.

(a) Moneys in all Loan Agreement Funds shall be invested to the fullest extent possible in Investment Securities, provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Loan Agreement Funds for which the investments were made will be required for the purpose thereof.

(b) Amounts credited to a Loan Agreement Fund may be invested, together with amounts credited to one or more other Loan Agreement Funds in the same Investment Security or Investment Securities, provided that (i) each such investment complies in all respects with the provisions of subsection (a) hereof as they apply to each Loan Agreement Fund for which the joint investment is made and (ii) the Fiduciary or the City maintains separate records for each Loan Agreement Fund and such investments are accurately reflected therein.

(c) Any Fiduciary may make any investment permitted by this Section 5.7 through its own investment department.

(d) In computing the amount in any Loan Agreement Fund, obligations purchased as an investment of moneys therein shall be valued at par or, if purchased at other than par, at their Amortized Value, in either event inclusive of accrued interest.

(e) The income or interest earned by or increment to, all Loan Agreement Funds due to the investment thereof shall be retained, transferred or paid as follows:

(1) Earnings of the Project Fund shall be retained in the Project Fund, Interest Account and applied toward the purposes set forth in Section 5.2 hereof.

(2) Earnings of the Revenue Fund shall be applied as necessary to payments and allocations required by Section 5.3 in the order of priority set forth therein.

(3) Earnings of the Debt Service Fund shall be retained therein and applied toward the purposes set forth in Section 5.4.

(4) Earnings of the Operation and Maintenance Fund shall be retained therein and applied as necessary to reduce any subsequent payments and allocations required by Section 5.3 to the Operation and Maintenance Fund pursuant to the Annual Budget.

(5) Earnings on funds in the Contingent Fund shall be retained therein and applied as set forth in Section 5.6 herein.

(f) The City or any Fiduciary shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Loan Agreement Fund for which such investment was made.

SECTION 5.8. Liability of Fiduciaries for Investments.

A Fiduciary shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own gross negligence or willful misconduct.

ARTICLE VI

PROJECT COVENANTS

SECTION 6.1. Affirmative Covenants of the City.

Until the termination date and thereafter until no amount is due or owing to the Issuer hereunder, the City shall comply with each of the covenants, undertakings and agreements set forth in this Article VI unless the Indenture Trustee and Issuer shall otherwise consent in writing which consent may be withheld in their sole and absolute discretion.

SECTION 6.2. Construction Project and System Operation and Maintenance.

(a) The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

(b) The City shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the System which are not inconsistent with the terms, rights, and obligations under this Loan Agreement or the Act.

(c) The City shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Construction Project and the System, or upon any part thereof or upon any revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to any part of the Construction Project and the System, and shall not create or suffer to be created any lien or charge upon the Construction Project and the System or any part thereof, or upon the System Revenues therefrom, except the pledge and lien created by this Loan Agreement for the payment of the Series 2012 Note. The City shall pay or cause to be paid, or will make adequate provisions to satisfy and discharge within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Construction Project or any part thereof or on the Net Revenues. Nothing in this Section contained shall require the City to pay or cause

to be discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(d) The City shall employ a Consulting Engineer, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer as may be required by the City or as otherwise provided under this Loan Agreement and to supervise the construction of the Construction Project. If requested by the Bank or Indenture Trustee, copies of the reports of the Consulting Engineer and of the advice, recommendations and estimates made as hereinabove provided shall be filed by the City with the Indenture Trustee.

(e) The City shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to water and sewer system facilities of like character against loss of or damage to the Construction Project and System and against loss of System Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and the Bondholders. If any useful part of the Construction Project or System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and, to the extent not so applied, shall (together with proceeds of any such use and occupancy insurance) be deposited in the Redemption Account of the General Fund held by the Indenture Trustee and applied as a prepayment of the Series 2012 Note pursuant to the Loan Agreement. In the event that the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for payment of the same, moneys in the Contingent Fund shall be used to the extent necessary for such purposes.

The City shall pay all expenses of the operation and maintenance of the System, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the System and the Construction Project and payable during the Term of this Loan Agreement.

SECTION 6.3. Transfer of City's Interest in the Construction Project and/or the System.

The City shall not:

(1) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(2) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or

indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

SECTION 6.4. Covenants in Bond Documents.

The City shall keep and perform all covenants and agreements set forth in the Indenture and each and every other Bond Document, which covenants are incorporated herein by reference as if fully set forth herein.

SECTION 6.5. Conduct of Governmental Operations.

The City shall maintain its existence as a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi. The City shall maintain in full force and effect all licenses, bonds, leases, contracts and other rights necessary to the operation of the System, and will comply and cause the Construction Project and the System to comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's or System's financial condition or the results of the operations of the System.

SECTION 6.6. Payment of Indebtedness.

The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

SECTION 6.7. Performance of Obligations.

The City shall observe and perform its obligations under this Loan Agreement, the Series 2012 Note, the other Bond Documents and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or thereunder. The City shall use its good faith efforts to cause the other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Issuer and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

SECTION 6.8. Environmental Indemnity.

Without limitation on any other provision hereof or in the other Bond Documents, the City hereby agrees to indemnify and hold the Indenture Trustee and the Issuer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous material paid, incurred, suffered by or asserted against the Issuer and/or the Indenture Trustee as a direct or indirect result of any of the following, regardless of whether or

not caused by, or within the control of, the City: (i) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material at (A) the Construction Project and/or the System, or any part of either of them, (B) any other real property in which the City holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the City), or (C) an off-site location if the liability or obligation relates to the prior generation or use of hazardous material at the System, or (ii) any liens against the Construction Project and/or the System, or any part of either of them, permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the City or under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Issuer under any Environmental Law relating to the System or the City's, or any predecessors' possession, use or activities at or relating to the System. Notwithstanding any other provision of this Loan Agreement, the covenants, indemnities and obligations provided for in this subparagraph shall be continuing and shall survive the payment, performance, satisfaction, discharge, cancellation, termination and release of the other obligations of the City under this Loan Agreement.

Without limitation on any other provision hereof, the City shall use and maintain the Construction Project and the System or cause the Construction Project and the System to be used and maintained in accordance and compliance with all applicable Environmental Laws.

SECTION 6.9. Annual Budget.

The City shall, if requested, not less than sixty (60) days before the beginning of any Fiscal Year, prepare and file with the Indenture Trustee its Annual Budget showing estimated Operating Expenses, debt service and System Revenues for the System for such Fiscal Year. The City shall prepare such Annual Budget for the System on the basis of monthly requirements so that it will be possible to determine from such budget the estimated Operating Expenses for each month of the Fiscal Year. Such Annual Budget may set forth such additional material as the City may determine and may be amended during the Fiscal Year if determined necessary by the City or as a result of unforeseen circumstances.

SECTION 6.10. Limitations on Operating Expenses.

The City shall not incur Operating Expenses in any year in excess of the reasonable and necessary amount thereof and shall not expend any amount or incur any indebtedness for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Annual Budget, if any, then in effect. Nothing in this Section shall limit the amount which the City may expend for Operating Expenses in any Fiscal Year, provided any amounts expended therefor in excess of the Annual Budget shall be received from the Contingent Fund or some other source other than System Revenues.

SECTION 6.11. Rates and Charges.

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with the Section 21-27-23, Mississippi Code of 1972, as amended.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this Section will not be reduced unless:

(1) the amount then on deposit in the Debt Service Reserve Fund shall not be less than on amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(2) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of the Debt Service Payments on the Series 2012 Note, and payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Series 2012 Bonds.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the Debt Service Payments on the Series 2012 Note and the payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Series 2012 Bonds and all other required fund allocations and other payments provided for in this Loan Agreement and the Series 2012 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or Indenture Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Indenture Trustee.

SECTION 6.12. Accounts and Periodical Reports and Certificates.

(a) The City shall keep or cause to be kept proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System and the Construction Project or under this Loan Agreement and which, together with all other records of the City including insurance policies, shall at all reasonable times be subject to the inspection of the Indenture Trustee, the Bank or the Holder or Holders of not less than five percent (5%) in principal amount of the Series 2012 Bonds then Outstanding or their attorneys duly authorized in writing.

(b) The City shall annually, if requested, within one hundred and twenty (120) days after the close of each Fiscal Year, file with the Bank and the Indenture Trustee an Annual Report for said Fiscal Year, accompanied by an Independent Accountant's Certificate as to the examination of the financial statements therein (describing such statements as fairly presenting the information set forth therein in conformity with generally accepted accounting principles and the provisions of this Loan Agreement), relating to the System and the Construction Project and including statements in reasonable detail of: (i) the financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, (ii) the number of users of the System

and the Construction Project for such Fiscal Year and of the service charges, annual charges and other revenues collected in such Fiscal Year, (iii) Operating Expenses and the rates or service charges for such Fiscal Year and (iv) with respect to each Loan Agreement Fund created by or set forth in this Loan Agreement and held by the City, the receipts therein and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year.

SECTION 6.13. Sale or Encumbrance.

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than the proceeds of the Series 2012 Note, but any proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project or the System whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

SECTION 6.14. Indebtedness and Liens.

Except as set forth in Section 6.16 herein, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Series 2012 Note secured by a pledge of or other lien or charge on the Net Revenues and shall not create or cause to be created any liens or charge on such Net Revenues or on any amounts held by any Fiduciary under this Loan Agreement; but this Section shall not prevent the City from issuing notes payable from the proceeds of bonds or notes or other obligations of the City for the purposes of the City payable out of, or secured by a pledge of, Net Revenues to be derived on and after such date as the pledge of the Net Revenues provided herein and the Series 2012 Note shall be discharged and satisfied as provided in Section 9.2, or from issuing bonds or notes or other obligations for the purposes of the City which are payable out of or secured by the pledge of amounts available therefor pursuant to Section 5.3(c) and which recite on their face that such pledge of said amount is and shall be in all respects subordinate to the provisions of this Loan Agreement and the Series 2012 Note and the lien and pledge, if any, created by this Loan Agreement and the Series 2012 Note.

SECTION 6.15. Competitive Facilities.

The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction, acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the System or the Construction Project; except that nothing in this Loan Agreement contained shall prevent the City from giving its permission or consent to the construction, acquisition or preparation in the area serviced by the System or the Construction Project by a Person of facilities for the provision of utility services which the City shall determine are not economically feasible for it to construct or acquire at such time, but which, if constructed or acquired by the City, would carry out the purposes of the City and the Construction Project and such facilities pursuant to the terms of

such permission or consent will become a part of the Construction Project upon notice to such person by the City, either (i) without any cost to or payment by the City, or (ii) upon payment of such amount or cost as the City shall determine to be proper in the circumstances.

SECTION 6.16. Issuance of Parity Indebtedness or Subordinate Indebtedness.

(a) The City shall not issue Parity Indebtedness unless:

(1) prior to such issuance, for any additional Parity Indebtedness, the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;

(2) no default or Event of Default shall have occurred and be continuing under this Loan Agreement, the Series 2012 Note or under the Indenture; and

(3) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual debt service payments in any succeeding Note Year on the Series 2012 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payments in any succeeding Note Year on the Series 2012 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).

(b) The City also reserves the right to issue indebtedness secured by liens on and pledges or revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

SECTION 6.17. Enforcement of Collections.

(a) The City will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State.

(b) The City will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said services, and will not restore said services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. Damage and Destruction.

If there are any Outstanding Series 2012 Bonds when the Construction Project and/or the System is damaged or destroyed by fire or other casualty, the City shall restore the Construction Project and/or the System to the condition which existed immediately prior to the casualty, damage or destruction or exercise its right to prepay as set forth in Section 9.2.

ARTICLE VIII

CITY'S COVENANTS

SECTION 8.1. Covenants for the Benefit of the Indenture Trustee and the Bondholders.

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under this Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11) to the Indenture Trustee as security for the payment of the principal of and interest and redemption premiums, if any, on the Series 2012 Bonds, and the payment of all fees and expenses of the Indenture Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Indenture Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI pursuant to the terms and conditions of the Indenture, all as to secure payment of the Series 2012 Bonds. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Indenture Trustee and the Holders of the Series 2012 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2012 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Indenture Trustee and paying agent, all references in this Loan Agreement to the Series 2012 Bonds, the Holders thereof and the Indenture Trustee shall be ineffective, and neither the Indenture Trustee nor the Holders of any of the Series 2012 Bonds shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

SECTION 8.2. Inspection and Access.

The City agrees that the Issuer, the Indenture Trustee and their duly authorized agents shall have the right at all reasonable times to examine and inspect the Construction Project and the System and all books and records of the City related thereto and for that purpose to enter upon the Construction Project and the System after notice, and shall also have such right of access thereto as may be reasonably necessary to cause the Construction Project and the System to be properly maintained in accordance with Article VI.

SECTION 8.3. Certificate of Compliance and Other Reports.

The City will at the request of the Indenture Trustee, and at the City's expense, furnish to the Indenture Trustee and Issuer at such times and in such form as the Indenture Trustee may reasonably require a copy of reports containing such information as is necessary to comply with any lawful reporting or continuing registration requirements imposed by any agency of the State of Mississippi under the Act, the Mississippi Blue Sky Laws or any other applicable state law as it now exists or may hereafter be amended or any agency of any other state in which the Series 2012 Bonds have been sold, or such information as necessary to comply with federal securities law.

SECTION 8.4. Indemnification.

The City will, to the fullest extent permitted by law, protect, indemnify and save the Issuer and Indenture Trustee and their elected and appointed officials, board members, officers, agents, and employees and any person who controls the Issuer or Indenture Trustee within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

- (1) any injury to or death of any person or damage to property in or upon the Construction Project or the System or growing out of or connected with the use, non-use, condition or occupancy of the Construction Project, the System or any part thereof, including any and all acts or operations relating to the acquisition or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;
- (2) violation of any agreement, provision or condition of this Loan Agreement, the Series 2012 Bonds or the Indenture except a violation by the Issuer;
- (3) violation by the City of any contract, agreement or restriction relating to the Construction Project or the System which shall have existed at the commencement of the Term of this Loan Agreement or shall have been approved by the City;
- (4) violation by the City of any law, ordinance, court order or regulation affecting the Construction Project, the System or any part thereof or the ownership, occupancy or use thereof;
- (5) any statement or information relating to the expenditure of the proceeds of the Series 2012 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Issuer which, at the time made, is misleading, untrue or incorrect in any material respect; and
- (6) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2012 Bonds (as from time to time amended or supplemented) or arising out of or based upon

the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2012 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2012 Bonds could be sold.

Promptly after receipt by the Issuer or any such other indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the City under this Section, such person will notify the City in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the City shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Issuer, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the City, the Issuer or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the City unless the employment of such Counsel has been specifically authorized by the City. The City shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 8.4 shall survive the payment and discharge of the Series 2012 Bonds.

SECTION 8.5. Tax Covenants.

(a) In order to maintain the exclusion from gross income for Federal income tax purposes of interest on the Series 2012 Bonds, and for no other purpose, the City covenants to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2012 Bonds, as such Tax Certificate may be amended from time to time.

(b) The City covenants and agrees with the Indenture Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2012 Bonds, would cause the Series 2012 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

(c) The City shall cause the Indenture Trustee and the Indenture Trustee agrees to provide information regarding the Series 2012 Note and the investments of monies in the funds held by the Indenture Trustee under this Loan Agreement to the Bank or to any independent accounting firm or other professionals retained by the Bank or the City, on behalf of the Bank, to perform arbitrage rebate calculations, to assist the Bank and the City in complying with certain provisions of the City's and Bank's tax certificates concerning arbitrage rebate. The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2012 Bonds pursuant to Section 148(f) of the Code from amounts available therefor.

(d) Upon the authentication and delivery of the Series 2012 Bonds, the City shall furnish to the Indenture Trustee certificates of the Authorized City Representative of the City to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2012 Bonds will be used in a manner that would cause such Series 2012 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

(e) Notwithstanding any other provisions of this Loan Agreement to the contrary, so long as necessary in order to maintain the exclusion from gross income for Federal income tax purposes under Section 103(a) of the Code of interest on the Series 2012 Bonds, the covenants contained in this Section 8.5 shall survive the payment of the Series 2012 Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 9.2 of this Loan Agreement and Article IV of the Indenture, respectively.

ARTICLE IX

CITY'S OPTIONS

SECTION 9.1. Assignment and Transfer.

The City shall not transfer, convey or assign any interest in the Construction Project, except in accordance with Section 6.3 hereof.

SECTION 9.2. Prepayment of the Series 2012 Note and Termination of the Loan Agreement.

(a) Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Indenture Trustee to call for redemption prior to maturity the Outstanding Series 2012 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2012 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. The Series 2012 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all costs of the Construction Project or from proceeds received upon the sale or prepayment prior to the stated maturity of the Series 2012 Note upon a default under the Series 2012 Note, and acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2012 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due hereunder and under the Indenture to effectuate said redemption.

(b) If, after the City exercises its option to redeem all Series 2012 Bonds, no Series 2012 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations hereunder and under the Series 2012 Note, the Indenture Trustee and the Issuer shall execute and deliver to the City such instruments as the City reasonably determines are necessary to terminate this Loan Agreement. All further obligations of the City hereunder, except as set forth in Sections 8.4, 8.5 and 11.10, shall thereupon terminate.

(c) The City shall pay to the Indenture Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Indenture Trustee's and paying agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Series 2012 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Indenture Trustee and paying agent under the Indenture and by the Issuer under this Loan Agreement.

(d) On the termination date, a closing shall be held at the principal office of the Indenture Trustee, or any other office mutually agreed upon.

Upon termination of this Loan Agreement as provided for in this Section 9.2, the Issuer will cause the Indenture Trustee to deliver a release of the Indenture and the estate created by this Loan Agreement and the Series 2012 Note, and all further obligations of the City hereunder, except under Sections 6.8, 8.4, 8.5, 10.5, 11.8 and 11.11, shall thereupon terminate, provided, however, that the City shall also remain obligated to pay or reimburse the Issuer and Indenture Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2012 Bonds.

SECTION 9.3. Direction of Investments.

Except during the continuance of an Event of Default, the City shall have the right during the Term of this Loan Agreement to direct the Indenture Trustee to invest or reinvest all monies held for the credit of the Funds established by Article VI of the Indenture and Article V of this Loan Agreement in such securities as are authorized by law for such funds, subject, however, to the further conditions of Article VIII of the Indenture.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. Events of Default.

Any one or more of the following events is an Event of Default under this Loan Agreement, and the term "Event of Default," wherever used herein, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(1) if the City shall fail to pay any Basic Payments due under this Loan Agreement;

- (2) if there is a declaration or proceeding in bankruptcy regarding the City;
- (3) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;
- (4) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Indenture Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Indenture Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;
- (5) if the City shall be dissolved;
- (6) if any representation or warranty made by the City herein, or by an officer or representative of the City in any document or certificate furnished the Indenture Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and/or
- (7) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

SECTION 10.2. Remedies.

(a) Whenever any Event of Default specified in Section 10.1(1) shall have happened and be continuing, the Indenture Trustee shall declare all the Basic Payments payable for the remainder of the Term of this Loan Agreement (an amount equal to that necessary to pay in full the Series 2012 Note and the interest thereon assuming acceleration of the Series 2012 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City to the Indenture Trustee, but only if the acceleration of payment of Series 2012 Bonds has been declared by the Indenture Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Indenture Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under this Loan Agreement, the Series 2012 Note or any related instrument; or to otherwise compensate the Issuer, Indenture Trustee or Bondholders for any damages on account of such Event of Default; and

(2) the Issuer with prior notice to the Indenture Trustee (without the prior written consent of the Indenture Trustee if the Indenture Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 hereof and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of this Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this Section, even if the Indenture Trustee is exercising the rights of the Issuer hereunder.

SECTION 10.3. Disposition of Funds.

Any amounts collected pursuant to action taken under Section 10.2 (other than sums collected for the Issuer on account of its rights to indemnification and certain direct payments to be made to the Issuer under Sections 4.4, 8.4 and 10.5 hereof) shall be applied in accordance with the provisions of the Indenture.

SECTION 10.4. Nonexclusive Remedies.

No remedy herein conferred upon or reserved to the Issuer or Indenture Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Indenture Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

SECTION 10.5. Attorneys' Fees and Expenses.

If an Event of Default shall exist under this Loan Agreement and the Issuer or the Indenture Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the City, the City will upon demand pay to the Issuer or the Indenture Trustee the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 10.6. Effect of Waiver.

In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 10.7. Waiver of Stay or Extension.

The City covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisalment, valuation, stay, or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement; and the City (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Issuer or the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 10.8. Issuer May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City, the System or the Construction Project, the Indenture Trustee or the Issuer with the prior consent of the Indenture Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise,

(1) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and the Indenture Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Issuer and Indenture Trustee, their agents and counsel) allowed in such judicial proceeding, and

(2) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

SECTION 10.9. Restoration of Positions.

If the Issuer or the Indenture Trustee have instituted any proceeding to enforce any right or remedy under this Loan Agreement or the Series 2012 Note, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Issuer or the Indenture Trustee, then and in every such case the City and the Issuer shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Issuer shall continue as though no such proceeding had been instituted.

SECTION 10.10. Suits to Protect the Construction Project.

If the City shall fail to do so after thirty (30) days prior written notice from the Issuer or the Indenture Trustee, the Issuer shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Construction Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Issuer may deem expedient to protect its interests in the Construction Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance

with, such enactment, rule or order would impair or adversely affect the Construction Project or be prejudicial to the interests of the Bondholders.

SECTION 10.11. Performance by Third Parties.

The Issuer may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the City to cure any Event of Default hereunder. The acceptance by the Issuer or the Indenture Trustee of any such performance by third parties shall not in any way diminish or absolve the City of primary liability hereunder.

SECTION 10.12. Exercise of the Issuer's Remedies by Indenture Trustee.

Whenever any Event of Default shall have happened and be subsisting the Indenture Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article X.

ARTICLE XI

GENERAL

SECTION 11.1. Amounts Remaining in Funds and Loan Agreement Funds.

Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article VI of the Indenture and held by the Indenture Trustee, upon expiration or earlier termination of this Loan Agreement, as provided herein, and after adequate provision has been made for payment in full of the Series 2012 Bonds, in accordance with Article IX of the Indenture, any Additional Charges payable to the Indenture Trustee, the Bond Insurer and the Issuer, including paying agent's fees and expenses, and all other amounts required to be paid under this Loan Agreement, the Indenture and the other Bond Documents, shall forthwith be paid to the City by the Indenture Trustee except as provided in Section 3.08 of the Indenture.

SECTION 11.2. Notices.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given five (5) days following mailing when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City, the Indenture Trustee and the Bond Insurer may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	Mississippi Development Bank
	735 Riverside Drive, Suite 300
	Jackson, MS 39202
	Attention: Executive Director

To the City: Mayor or City Clerk
City Hall, 200 Forrest Street
Hattiesburg, MS 39403

To the Indenture Trustee: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, MS 39216
Attention: Trust and Financial Services Group

To the Bond Insurer: Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attn: Surveillance Department and General Counsel

SECTION 11.3. Binding Effect.

This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the City and their respective successors and assigns.

SECTION 11.4. Severability.

In the event any provisions of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.5. Amendments, Changes, and Modifications.

Except as otherwise provided in this Loan Agreement or in the Indenture, subsequent to the issuance of the Series 2012 Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Indenture Trustee, the City, the Issuer and the Bond Insurer.

SECTION 11.6. Execution Counterparts.

This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.7. Required Approvals.

Consents and approvals required by this Loan Agreement to be obtained from the City, the Issuer or the Indenture Trustee shall be in writing.

SECTION 11.8. Limitations on Issuer Liability.

It is understood and agreed by the City and the Holders that no covenant, provision or agreement of the Issuer herein or in the Series 2012 Bonds or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Series 2012 Bonds, or any

obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to this Loan Agreement and the Series 2012 Note and the application of revenues therefrom and the proceeds of the Series 2012 Bonds. No failure of the Issuer, unless wrongful, to comply with any term, condition, covenant or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Loan Agreement and the Series 2012 Note or revenues therefrom or proceeds of the Series 2012 Bonds. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to this Loan Agreement and the application of revenues hereunder as hereinabove provided. The Series 2012 Bonds constitute special obligations of the Issuer, payable solely from the Net Revenues of the System pledged to the payment thereof pursuant to this Loan Agreement and the Indenture, and do not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State of Mississippi or any political subdivision thereof or a charge against general taxing powers within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the City and the Holders that the Issuer shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto. If, notwithstanding the provisions of this Section, the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the City will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Series 2012 Bonds. All references to the Issuer under this Section 11.8 shall include its employees, directors, attorneys and/or agents as applicable.

SECTION 11.9. Representations of City.

All representations made in this Loan Agreement by the City are based on the City's independent investigation of the facts and law, and accordingly no such representations are made in reliance upon any representations made or legal advice given by the Issuer, its Bond Counsel, or any of its appointed or elected officials, agents, officers or employees.

SECTION 11.10. Survivorship of Obligations.

All obligations of the City under Sections 6.8, 8.4, 8.5, 11.8 and 11.11 shall survive payment of the Series 2012 Bonds or earlier termination of this Loan Agreement.

SECTION 11.11. Administrative Fees, Attorneys' Fees and Costs.

The City shall reimburse the Issuer, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Issuer in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of the Series 2012 Bonds, the Indenture, this Loan Agreement, the Series 2012 Note, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval,

execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (iii) the servicing and administration of the Loan during the term hereof or thereafter; and (iv) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

SECTION 11.12. Release.

The City hereby acknowledges and agrees that the Issuer shall not be liable to the City, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the City as a result of or relating to any action, or failure or refusal to act, on the part of the Issuer, Indenture Trustee or any other party with respect to the Series 2012 Bonds, the Indenture, this Loan Agreement, the Series 2012 Note or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by the Indenture Trustee or any third party of any of its rights or remedies pursuant to any of such documents.

SECTION 11.13. Choice of Law; Venue.

This Loan Agreement has been delivered in Jackson, Mississippi. The provisions of this Loan Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

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IN WITNESS WHEREOF, the Issuer and the City have caused this Loan Agreement to be executed by their duly authorized officers.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By: _____
Its: Executive Director

ATTEST:

By: _____
Its: Secretary

Signature page to the Loan Agreement, dated _____, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

THE CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

Signature page to the Loan Agreement, dated _____ 2012, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

ACKNOWLEDGED AND ACCEPTED BY:

**HANCOCK BANK
JACKSON, MISSISSIPPI**

**By: _____
Authorized Signatory**

Signature Page to Loan Agreement dated as of _____, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING THE FORM OF AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS SPECIAL OBLIGATION BONDS, SERIES 2012 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000) TO PROVIDE FUNDS FOR A LOAN BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT SECURED BY A PROMISSORY NOTE (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000) (THE "NOTE"); AND APPROVING THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE PRELIMINARY OFFICIAL STATEMENT AND THE BOND PURCHASE AGREEMENT (ALL AS HEREIN DEFINED).

WHEREAS, the City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, does hereby find, determine and adjudicate as follows:

1. The City is authorized under the provisions of Miss. Code Ann. § 31-25-1 et seq., as amended (the "Act"), to borrow in such amounts as it may find necessary and proper in order to provide funds for (i) repairing, improving, and extending the combined water and sewer system of the City (the "System") (the "Construction Project"); (ii) funding a debt service reserve fund for the Series 2012 Bonds, if necessary, (iii) paying capitalized interest, if necessary and (iv) paying the costs of issuance for the Series 2012 Bonds (as hereinafter defined) and the Series 2012 Note (as hereinafter defined) (together, the "Project").

2. On November 8, 2011, the Governing Body of the City adopted a certain resolution entitled **"RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DECLARING THE INTENTION OF THE CITY TO AUTHORIZE THE BORROWING OF AN AMOUNT NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000) BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK FOR THE PURPOSE OF IMPROVING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI"** (the "Intent Resolution").

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Hattiesburg American*, a newspaper published in and of general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to December 6, 2011, and the last publication being made not more than seven (7) days prior to such date, such Intent Resolution being published in the newspaper on November 13, 20 and 27 and December 4, 2011, as evidenced by the publisher's affidavit heretofore presented and on file with the City.

4. On on December 6, 2011, the Governing Body of the City adopted a resolution (the "No Protest Resolution") stating that no petition signed by fifteen percent (15%) or 1,500, whichever is the lesser, of the qualified electors of said City objecting to and protesting against such loan nor any other objection of any kind or character against the loan described in the Intent Resolution had been filed or presented by the qualified electors of said City on or before December 6, 2011, and authorized the loan.

5. The Intent Resolution and the No Protest Resolution of the Governing Body as described above meet the requirements of the Act and are acceptable to the Bank with respect to the Loan and the issuance of the Series 2012 Note.

6. The City is now authorized and empowered by the provisions of the Act, to borrow funds by entering into the hereinafter described Loan.

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan with the Bank secured by the Series 2012 Note pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project.

8. It is in the best interest of the City for the Bank to issue its not to exceed \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), to be dated the date of delivery thereof (the "Series 2012 Bonds"), for the purpose of making the Loan to the City (the "Loan") under the terms and provisions of the Loan Agreement secured by the Series 2012 Note for the purpose of providing funds for the Project.

9. The Governing Body desires to authorize and approve Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Co-Bond Counsel, and The May Law Firm, PLLC, Jackson, Mississippi, as Co-Bond Counsel, to negotiate for the sale of the Series 2012 Bonds to a to be determined underwriter (the "Original Purchaser").

10. The Governing Body desires (i) to approve the form of and distribution of the preliminary official statement (the "Preliminary Official Statement") in connection with the sale of the Series 2012 Bonds; (ii) to approve the form of and authorize the execution of the Bond Purchase Agreement, as hereinafter defined, by the Mayor and City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2012 Bonds, subject to approval by the Bank and certain other conditions as hereinafter set forth; (iii) approve the form of and execution of, as applicable, certain documents in connection with the Series 2012 Bonds; and (iv) to approve the payment of costs of issuance expenses.

11. The Governing Body finds it necessary to approve the form of and execution of, as applicable, the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"), the Series 2012 Note, the Indenture of Trust, to be dated the date of delivery of the Series 2012 Bonds, between the Bank and Hancock Bank, Jackson, Mississippi (the "Trustee") (the "Indenture"), and the Bond Purchase Agreement (the "Bond Purchase Agreement"), by and among the Bank, the City and the Original Purchaser of the Series 2012 Bonds.

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

SECTION 1. The Governing Body of the City does hereby approve the negotiation of the sale of the Series 2012 Bonds to the Original Purchaser by the Financial Advisor, the City and Co-Bond Counsel, acting for and on behalf of the Bank. Based on the recommendation of the Financial Advisor and Co-Bond Counsel, the Mayor is hereby authorized to execute the Bond Purchase Agreement for the sale by the Bank of the Series 2012 Bonds with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2012 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement subject to the approval of the Mayor of the following: (1) net interest cost of not more than eleven percent (11%) for the Series 2012 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2012 Bonds evidenced by the Bank's execution of the Bond Purchase Agreement; (3) term of the Series 2012 Bonds of not to exceed 30 years; (4) bond size for the Series 2012 Bonds of not to exceed \$12,500,000, and (5) terms and provisions of the Series 2012 Bonds in compliance with the Act.

SECTION 2. The Loan Agreement, including the form of the Series 2012 Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Series 2012 Note on behalf of the City. All provisions of the Loan Agreement, including the Series 2012 Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Loan Agreement and Series 2012 Note shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Mississippi Development Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2012 Bonds.

SECTION 4. The Preliminary Official Statement and the Bond Purchase Agreement for utilization in the sale of the Series 2012 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The Mayor is hereby authorized and directed to execute and deliver, as applicable, the Preliminary Official Statement and the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Mayor is hereby authorized and directed to approve the final Official Statement on behalf of the Governing Body with such changes from the Preliminary Official Statement as he may approve, and, the Governing Body hereby authorizes and ratifies, the distribution of said Preliminary Official Statement and the Bond Purchase Agreement and said final Official Statement and the use thereof by the Financial Advisor and Co-Bond Counsel in connection with the sale of the Series 2012 Bonds.

SECTION 5. Hancock Bank, Gulfport, Mississippi, is hereby approved by the City to serve as trustee under the Indenture (the "Trustee").

SECTION 6. Upon receiving the recommendation of the Financial Advisor to the Bank, Co-Bond Counsel and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Series 2012 Note for the sale of the Series 2012 Bonds, including the date of sale, the dated date of the Series 2012 Bonds, the final principal amount of the Series 2012 Bonds, the maturity schedule relating to the Series 2012 Bonds, the redemption terms of the Series 2012 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution adopted by the Bank on January 11, 2012, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2012 Bonds.

SECTION 7. If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2012 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2012 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, the Series 2012 Note, or the Preliminary Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2012 Bonds.

SECTION 8. The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2012 Bonds the costs of issuance of said Series 2012 Bonds and the Series 2012 Note; provided, however, total costs of issuance for said Series 2012 Bonds and the Series 2012 Note (excluding the underwriter's discount and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount) shall not exceed 5% of the par amount of the Series 2012 Bonds.

SECTION 9. The Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to 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 said authority, including the approval of the final Official Statement in connection with the Series 2012 Bonds.

SECTION 10. For cause, this resolution shall be in full force and effect from the date hereof.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

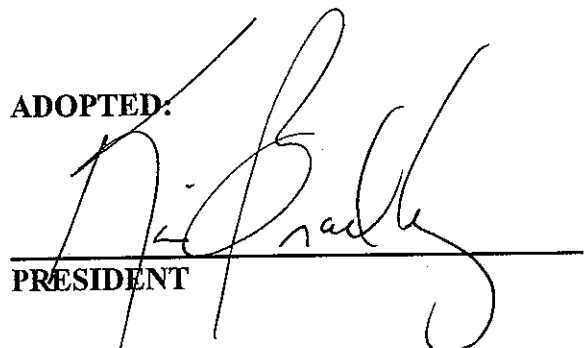
The President thereby declared the motion carried and the resolution adopted, this the 17th day of January, 2012.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 17th day of January, 2012.


CITY CLERK

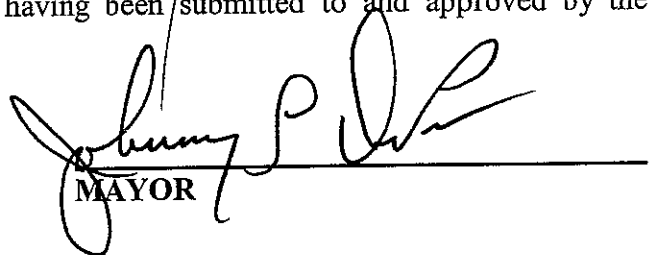

MAYOR

EXHIBIT A

DEFINITIONS FROM INDENTURE

"Accounts" means the accounts created pursuant to Article VI of the Indenture.

"Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Ambac Assurance" shall mean Ambac Assurance Corporation, a Wisconsin domiciled insurance company.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"Bankruptcy Code" means the 11 U.S.C. Section 100 et seq., as amended and supplemented from time to time.

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Insurer" means Ambac Assurance.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 of the Indenture for the Series 2012 Bonds.

"Bondholder" or **"holder of Bonds"** or **"owner of Bonds"** or any similar term means the registered owner of any Bond.

"Bonds" means the Series 2012 Bonds and any Refunding Bonds.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2012 Bonds as described in Section 2.07 of the Indenture.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the Hattiesburg City Hall is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"City" means the City of Hattiesburg, Mississippi or any successor thereto.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2012 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Costs of Issuance" mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale and issuance of Bonds, execution and delivery of the Loan Agreement and the Series 2012 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Debt Service Reserve Fund" means collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Bonds issued under the Indenture, as it may be supplemented from time to time.

"Debt Service Reserve Requirement" means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current year or any future bond year (meaning each one year period beginning on July 2 and ending on July 1 the following year) on all Series 2012 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2012 Bonds; and (iii) 10% of the stated principal amount of the Series 2012 Bonds, which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"DTC" means The Depository Trust Company.

"DTC Participants" shall have the meaning ascribed thereto in Section 2.07 of the Indenture.

"Event of Default" means any occurrence or event specified in Section 10.01 of the Indenture.

"Executive Director" means the Executive Director of the Bank.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by City.

"Financial Guaranty Insurance Policy" means the financial guaranty insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Series 2012 Bonds as provided therein.

"Fiscal Year" means the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI of the Indenture (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 of the Indenture for the Series 2012 Bonds.

"General Fund" means the fund by that name created by Section 6.02 of the Indenture.

"Governmental Obligations" means to the extent permitted by state law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or the successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Guaranty Agreement" shall mean a Guaranty Agreement by and between the Bank and Ambac Assurance, dated as of _____, 2012, under which the Bank agreed to reimburse Ambac Assurance for all draws under the Surety Bond.

"Indenture" means the Indenture of Trust, and all supplements and amendments thereto entered into pursuant to Article XII of the Indenture.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2012 Bonds, February 1 and August 1, commencing February 1, 2007.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Loan Account" means the account by that name created by Section 6.02 of the Indenture for the Series 2012 Bonds.

"Loan Agreement" means the Loan Agreement by and between the City and the Bank dated as of _____, 2012.

"Local Governmental Units" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City.

"Moody's" shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2012 Note to the Bank, and, with respect to the Bank, the Trustee, the Original Purchaser and the Bond Insurer:

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

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

Original
Purchaser: Morgan Keegan & Company, Inc.
Morgan Keegan Tower
50 Front Street
Memphis, Tennessee 38103
Attention: Public Finance Dept.

The notice address of Ambac Assurance is Ambac Assurance Corporation, One State Street Plaza, New York, New York 10004, Attention: Surveillance and General Counsel Office, Telephone: (212) 668-0340.

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in the Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"Original Purchaser" means Morgan Keegan & Company, Inc., Memphis, Tennessee.

"Outstanding" or **"Bonds Outstanding"** means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, including Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX of the Indenture; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.09 of the Indenture by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (a)(3) of the Indenture, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

"Principal Payment Date" means the maturity date or the redemption date of any Bond.

"Program" means the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Act.

"Program Expenses" means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 of the Indenture and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 of the Indenture, all to the extent properly allocable to the Program and approved in writing by the Bank.

"Rebate Fund" means the fund by that name created by Section 6.02 of the Indenture.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 of the Indenture for the Series 2012 Bonds.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunding Bonds" means Bonds issued pursuant to Sections 2.04 and 2.05 of the Indenture and any Supplemental Indenture.

"Representation Letter" shall mean the blanket issuer letter of representations from the Bank to DTC under the Book-Entry System.

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, including the Surety Bond, the terms of which have been approved by the City, the Bank and the Bond Insurer, issued by a bank or other financial institution, which is acceptable to the City, the Bank and the Bond Insurer, having a long-term credit rating of "A" or better, as determined by Moody's which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than sixty (60) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; and (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

"Reserve Fund Credit Facility Issuer" shall mean the issuer of the Reserve Fund Credit Facility and initially shall mean Ambac Assurance.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses of the Indenture including, without limitation, all Series 2012 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2012 Note.

"Secretary" means the Secretary or Assistant Secretary of the Bank.

"Series 2012 Bonds" means the \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) issued pursuant to Section 2.01 of the Indenture.

"Series 2012 Note" means the \$ _____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2012, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

"Series 2012 Note Interest Payment" means that portion of a Series 2012 Note Payments which represents the interest due or to become due on a Series 2012 Note held by the Trustee pursuant to the Indenture.

"Series 2012 Note Payment" means together the amounts paid or required to be paid, from time to time, for principal and interest on a the Series 2012 Note held by the Trustee pursuant to the Indenture.

"Series 2012 Note Principal Payment" means that portion of a Series 2012 Note Payment which represents the principal due or to become due on the Series 2012 Note held by the Trustee pursuant to the Indenture.

"Series 2012 Project" means providing funds for (i) repairing, improving, and extending the combined water and sewer system of the City, (ii) current refunding the outstanding maturities of the City of Hattiesburg, Mississippi Water and Sewer System Revenue Bonds, Series 1995, dated October 1, 1995, issued in the original principal amount of \$13,900,000, (iii) funding a debt service reserve fund for the Series 2012 Bonds, and (iv) paying the costs of issuance of the Series 2012 Bonds and the Series 2012 Note.

"Special Reserve Fund" means the fund by that name created by Section 6.02 of the Indenture.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of the Indenture, executed by the Bank and the Trustee in accordance with Article XII of the Indenture.

"Surety Bond" shall mean the Surety Bond issued by Ambac Assurance guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2012 Bonds as provided therein and subject to the limitations set forth therein.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses of the Indenture.

"Trustee" means Hancock Bank of Jackson, Mississippi, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto under the Indenture.

EXHIBIT B

FORM OF SERIES 2012 NOTE

§ _____

PROMISSORY NOTE

(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)

Date: As of _____, 2012

The City of Hattiesburg, Mississippi, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi ("City"), for value received, hereby promises to pay, in immediately available funds, to the order of the Mississippi Development Bank (the "Issuer") or its assigns, the aggregate principal sum equal to the outstanding principal amount of the Series 2012 Bonds (as hereinafter defined) outstanding up to a maximum principal amount of \$ _____ together with interest on the unpaid principal balance thereof from the date hereof until fully and finally paid, premium, if any, together with all taxes levied or assessed on this Series 2012 Note or the debt evidenced hereby against the holder hereof and all other amounts payable by the City under the Loan Agreement (as hereinafter defined). This Series 2012 Note shall bear interest at the Interest Rate (as such terms are defined in the Indenture) on the Series 2012 Bonds except as otherwise provided hereunder.

This Series 2012 Note has been executed under and pursuant to a Loan Agreement dated as of _____, 2012, between the Issuer and the City (the "Loan Agreement") which Loan Agreement is incorporated herein in its entirety by reference. This Series 2012 Note is issued to evidence the obligation of the City under the Loan Agreement to repay the loan made by the Issuer to the City from the proceeds of its \$ _____ Special Obligation Bonds, Series 2012 (Hattiesburg Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2012 (the "Series 2012 Bonds"), together with interest thereon at the interest rate or rates as defined and set forth in the Indenture (as hereinafter defined), premium, if any, and all other amounts, fees, penalties, premiums, adjustments, expenses, counsel fees and other payments of any kind required to be paid by the City under the Loan Agreement. The Loan Agreement includes provisions permitting the City, at its election, to prepay this Series 2012 Note, in whole or in part, all as more particularly described in the Indenture. The Loan Agreement includes provisions permitting the Indenture Trustee, at the direction of the Bondholders, to require mandatory prepayment of this Series 2012 Note at certain times and under certain circumstances, all as set forth in the Indenture. In the event that the terms of this Series 2012 Note conflict with the terms of the Indenture or the Loan Agreement, the terms of the Indenture or the Loan Agreement shall control.

If the City shall fail to pay on the due date therefor, whether by acceleration or otherwise, any principal, premium, if any, or interest owing hereunder, then interest shall accrue on such unpaid amounts from the date due until and including the date on which such amounts are paid in full.

The Loan Agreement and this Series 2012 Note have been assigned to Hancock Bank, Jackson, Mississippi, as Indenture Trustee (the "Indenture Trustee") pursuant to an Indenture of

Trust, dated as of _____, 2012, by and between the Issuer and the Indenture Trustee (the "Indenture"). Such assignment is made as security for the payment of the Series 2012 Bonds issued by the Issuer pursuant to the Indenture and is subject to the reservation of certain unassigned rights of the Issuer under the Loan Agreement.

As provided in the Loan Agreement and subject to the provisions thereof, payments hereon are to be made at the principal office of the Indenture Trustee as shown in the Loan Agreement in an amount which, together with other moneys available therefor pursuant to the Indenture, will equal the amount payable as principal of, premium, if any, and interest on the Series 2012 Bonds outstanding on such due date.

The City shall make payments on this Series 2012 Note on the dates and in the amounts specified herein and in the Loan Agreement and in addition shall make such other payments as are required pursuant to the Loan Agreement, the Indenture and the Series 2012 Bonds. Upon the occurrence of an Event of Default, as defined in the Indenture or the Loan Agreement, the principal of, premium, if any, and interest on this Series 2012 Note may be declared immediately due and payable as provided in the Loan Agreement. Upon any such declaration, the City shall pay all costs, disbursements, expenses and reasonable counsel fees of the Issuer and the Indenture Trustee in seeking to enforce their rights under the Loan Agreement and this Series 2012 Note.

The City waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, notice of any renewals or extension of this Series 2012 Note, and all rights under any statute of limitations. Any delay on the part of the Issuer or the Indenture Trustee in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent or continuing default.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City and the Indenture Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Series 2012 Note. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Ms 39202 Attn: Executive Director
----------------	---

To the City:	Mayor or City Clerk City Hall, 200 Forrest Street Hattiesburg, MS 39403
--------------	---

To the Indenture Trustee: Hancock Bank
 The Quarter Specialty Center
 1855 Lakeland Drive, Suite Q-230
 Jackson, MS 39216
 Attention: Trust and Financial Services Group

This Series 2012 Note has been delivered in Jackson, Mississippi. The provisions of this Series 2012 Note and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

The City agrees that Indenture Trustee shall have the right to proceed against the City or its property in a court in any location to enable the Indenture Trustee to realize on such property, or to enforce a judgment or other court order entered in favor of Indenture Trustee. The City agrees that it shall not assert any permissive counterclaims in any proceeding brought in accordance with this provision by the Indenture Trustee or the Bank to realize on such property, or to enforce a judgment or other court order in favor of Indenture Trustee. The City waives any objection that it may have to the location of the court in which the Indenture Trustee has commenced a proceeding described in this paragraph.

IN WITNESS WHEREOF, the undersigned has caused this Series 2012 Note to be executed in its name and, if applicable, its corporate seal to be hereunto affixed and attested to by its duly authorized officers all as of the day and year first above written.

THE CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor

(SEAL)

ATTEST:

By: _____
Title: City Clerk

ASSIGNMENT OF SERIES 2012 NOTE

FOR VALUE RECEIVED, the Mississippi Development Bank hereby assigns and transfers, without recourse, this Series 2012 Note to Hancock Bank of Jackson, Mississippi, as Indenture Trustee under the Indenture herein mentioned, provided, however, that the rights pledged and assigned hereunder do not include unassigned rights reserved by the Mississippi Development Bank in Sections 4.4, 6.8, 8.4, 10.5, 11.8 or 11.11 of the Loan Agreement dated as of _____, 2012, between the Mississippi Development Bank and the City of Hattiesburg, Mississippi.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

EXHIBIT C

FORM OF PROJECT FUND, CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT C

FORM OF PROJECT FUND, CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: _____

DATE OF REQUISITION: _____

NAME AND ADDRESS OF PERSON, FIRM OR CORPORATION TO WHOM PAYMENT IS DUE OR WAS MADE.

--

DESCRIPTION OF EACH ITEM OR SERVICE FOR WHICH PAYMENT IS TO BE MADE UNDER THE AUTHORITY OF THIS REQUISITION:

--

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

- (1) The amount herein requisitioned to be paid to the above-designated payee is 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 _____, 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: _____
(Authorized City Representative)

Jackson 7380249v1

EXHIBIT B
FORM OF INDENTURE OF TRUST

INDENTURE OF TRUST

BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

**HANCOCK BANK
JACKSON, MISSISSIPPI
AS TRUSTEE**

DATED AS OF _____, 2012

RE:

**\$ _____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2012
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
CONSTRUCTION PROJECT)**

**This instrument was drafted by:
BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC
Attorneys At Law
Suite 1400
1020 Highland Colony Parkway
Post Office Box 6010
Ridgeland, MS 39158-6010**

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INDENTURE OF TRUST

This **INDENTURE OF TRUST** dated as of _____, 2012, is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or the "Issuer"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended (the "Act")), and **HANCOCK BANK**, a state banking corporation duly organized, existing under the laws of the State of Mississippi and authorized to accept and execute trusts of the character herein with its principal corporate trust office in Jackson, Mississippi, as Trustee (the "Trustee").

WITNESSETH

WHEREAS, the Bank is authorized and empowered by the provisions of the Act to issue Bonds for the purpose of entering into loan agreements with Local Governmental Units (all as defined herein and in the Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (the "Indenture") have been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The Loan Agreement and the Series 2012 Note acquired and held by the Trustee pursuant to this Indenture and the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the hereinafter defined Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Definitions.

The following words and phrases shall have the following meanings unless the context otherwise requires:

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"Bankruptcy Code" means the 11 U.S.C. Section 100 et seq., as amended and supplemented from time to time.

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof for the Series 2012 Bonds.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof.

"Bondholder" or **"holder of Bonds"** or **"owner of Bonds"** or any similar term means the registered owner of any Bond.

"Bonds" means the Series 2012 Bonds and any Refunding Bonds.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2012 Bonds as described in Section 2.07 herein.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the Hattiesburg City Hall is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"City" means the City of Hattiesburg, Mississippi or any successor thereto.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2012 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Costs of Issuance" mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale and issuance of Bonds, execution and delivery of

the Loan Agreement and the Series 2012 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Debt Service Reserve Fund" means collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Bonds issued under this Indenture, as it may be supplemented from time to time.

"Debt Service Reserve Requirement" means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current year or any future bond year (meaning each one year period beginning on __ 2 and ending on __ 1 the following year) on all Series 2012 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2012 Bonds; and (iii) 10% of the stated principal amount of the Series 2012 Bonds, which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"DTC" means The Depository Trust Company.

"DTC Participants" shall have the meaning ascribed thereto in Section 2.07 herein.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Executive Director" means the Executive Director of the Bank.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by City.

"Fiscal Year" means the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 hereof for the Series 2012 Bonds.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by state law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and

interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or the successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2012 Bonds, ___ 1 and ___ 1, commencing ___ 1, 20__.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Loan Account" means the account by that name created by Section 6.02 hereof for the Series 2012 Bonds.

"Loan Agreement" means the Loan Agreement by and between the City and the Bank dated as of _____, 2012.

"Local Governmental Units" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City.

"Moody's" shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2012 Note to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser:

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

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

Original
Purchaser: _____

Attention: _____

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"Original Purchaser" means _____,

"Outstanding" or **"Bonds Outstanding"** means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.09 hereof by the Bank to the effect that immediately after the occurrence or non-

occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (a)(3) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

"Principal Payment Date" means the maturity date or the redemption date of any Bond.

"Program" means the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Act.

"Program Expenses" means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 hereof and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

"Rebate Fund" means the fund by that name created by Section 6.02 hereof.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof for the Series 2012 Bonds.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunding Bonds" means Bonds issued pursuant to Sections 2.04 and 2.05 hereof and any Supplemental Indenture.

"Representation Letter" shall mean the blanket issuer letter of representations from the Bank to DTC under the Book-Entry System.

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, having a long-term credit rating of "A" or better, as determined by Moody's which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than sixty (60) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; and (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

"Reserve Fund Credit Facility Issuer" shall mean the issuer of the Reserve Fund Credit Facility.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Series 2012 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2012 Note.

"Secretary" means the Secretary or Assistant Secretary of the Bank.

"Series 2012 Bonds" means the \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to Section 2.01 of this Indenture.

"Series 2012 Note" means the \$_____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2012, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

"Series 2012 Note Interest Payment" means that portion of a Series 2012 Note Payments which represents the interest due or to become due on a Series 2012 Note held by the Trustee pursuant to this Indenture.

"Series 2012 Note Payment" means together the amounts paid or required to be paid, from time to time, for principal and interest on a the Series 2012 Note held by the Trustee pursuant to this Indenture.

"Series 2012 Note Principal Payment" means that portion of a Series 2012 Note Payment which represents the principal due or to become due on the Series 2012 Note held by the Trustee pursuant to this Indenture.

"Series 2012 Project" means providing funds for (i) repairing, improving, and extending the combined water and sewer system of the City, (ii) funding a debt service reserve fund for the Series 2012 Bonds, and (iii) paying the costs of issuance of the Series 2012 Bonds and the Series 2012 Note.

"Special Reserve Fund" means the fund by that name created by Section 6.02 hereof.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Trustee" means Hancock Bank of Jackson, Mississippi, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto hereunder.

SECTION 1.02 Rules of Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01 Authorization and Issuance of Series 2012 Bonds.

(1) Series 2012 Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) are hereby authorized to be issued. The aggregate principal amount of Series 2012 Bonds that may be issued, authenticated and Outstanding hereunder is limited to _____ Dollars (\$_____).

(2) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2012 Bonds issued pursuant to this Indenture. The Series 2012 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2012 Bonds and the Series 2012 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2012 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2012 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2012 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2012 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2012 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2012 Bonds are fully met and discharged. All Series 2012 Bonds shall mature on or before ____ 1, 20__.

SECTION 2.02 Purpose and Disposition of Series 2012 Bonds.

The purpose for issuing the Series 2012 Bonds is to fund the Loan Account in order to provide funds to loan to the City, to fund the Debt Service Reserve Fund and to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance for the Series 2012 Bonds and the Series 2012 Note. Upon the delivery of the Series 2012 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2012 Bonds in the amount of \$_____ (representing the par amount of Series 2012 Bonds less \$_____ Original Purchaser's discount and less \$_____ original issue discount) for deposit (i) into the Debt Service Reserve Fund, \$_____ ; (ii) into the Bond Issuance Expense Account of the General Fund, the sum of \$_____ to pay Costs of Issuance for the Series 2012 Bonds and the Series 2012; (iii) into the Loan Account, \$_____ of the net proceeds for use in loaning money to the City under the Loan Agreement, as secured by the Series 2012 Note.

SECTION 2.03 General Description of the Series 2012 Bonds.

The Series 2012 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2012 Bonds shall be numbered from R-1 upward.

Each Series 2012 Bond shall carry an original date of its delivery and shall carry the date on which it is authenticated. If a Series 2012 Bond is authenticated on or prior to __, 20__ it shall bear interest from its date of delivery. Each Series 2012 Bond authenticated after __, 20__, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2012 Bond unless such Series 2012 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2012 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2012 Bonds shall be payable on __ 1 and __ 1 of each year, commencing __, 1, 20__, until the Series 2012 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) sixty (60) day months.

The Series 2012 Bonds shall mature on __ 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE	YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE

SECTION 2.04 Provisions for Issuance of Bonds.

Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

- (a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Bonds have been duly authorized, sold,

executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; and (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Bonds, certified by an Authorized Officer;

(d) A certificate of an Authorized Officer that upon delivery of and payment for such Bonds, the amount on deposit in the Debt Service Reserve Fund, including any amount to be deposited therein from the proceeds of such Bonds or from the acquisition of a Reserve Fund Credit Facility, will be equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund;

(e) An Opinion of Bond Counsel dated as of the date of delivery thereof;

(f) A certificate of an Authorized Officer that the issuance of such Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Bonds that may be Outstanding from time to time;

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Bonds; and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII hereof.

SECTION 2.05 Provisions for Issuance of Refunding Bonds.

(1) All or any part of one or more series of Refunding Bonds may be authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Bonds.

(2) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(a) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded on the redemption date specified in such instructions;

(b) Irrevocable instructions to the Trustee, satisfactory to the Trustee, to give notice provided for in Section 4.05 hereof to the owners of the Bonds being refunded; and

(c) Either (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Bonds to be refunded or paid, respectively, together with accrued interest on such Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which moneys shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Bonds to be refunded or paid, or (ii) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06 Form of Bonds.

The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

(remainder of page intentionally left blank)

(FORM OF SERIES 2012 BOND)

(Front of Series 2012 Bond)

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2012
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
CONSTRUCTION PROJECT)

NO. R-_____

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Date</u>	<u>Date of</u> <u>Authentication</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------	---	--------------

_____, 2012

Registered Owner:

Principal Amount:

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank") and organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2012 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which on the Date of Authentication hereof interest has been paid (unless this Series 2012 Bond is authenticated on or before __, 20__, then from its date of delivery thereof, or unless this Series 2012 Bond is authenticated after the 15th day of the month preceding the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2012 Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each __ 1 and __ 1 (each an "Interest Payment Date"), commencing __, 1, 20__, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2012 Bond is payable at the principal corporate trust office of Hancock Bank, as Trustee, in the City of Jackson, Mississippi, or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month preceding such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in

aggregate principal amount of Series 2012 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2012 Bond and the other Series 2012 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Series 2012 Note (as defined in the Indenture) purchased by the Bank and assigned to the Trustee. The Bank has no taxing power. This Series 2012 Bond and the other Series 2012 Bonds, both as to principal and interest, do not constitute a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of the Series 2012 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2012 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2012 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2012 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2012 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2012 Bonds, are fully met and discharged.

This Series 2012 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2012 Bonds") issued under and secured by an Indenture of Trust, dated as of __, 20__ ("Indenture"), duly executed and delivered by the Bank to Hancock Bank, Jackson, Mississippi, as Trustee ("Trustee"). The Series 2012 Bonds are limited in aggregate principal amount _____ Dollars (\$_____). The Series 2012 Bonds are issued pursuant to Mississippi Code of 1972, Sections 31-25-1 et seq., as amended (the "Act"), to provide funds for a loan to the City secured by the Series 2012 Note and the Loan Agreement (as hereinafter defined), to (i) provide funds to repair, improve, and extend the combined water and sewer system of the City (the "Construction Project"); (ii) fund a debt service reserve fund for the Series 2012 Bonds; and (iii) to pay costs of issuing the Series 2012 Bonds and Series 2012 Note. The City is the City of Hattiesburg,

Mississippi and the Series 2012 Note is the \$ _____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to a loan agreement by and between the City and the Bank, dated on _____, 2012 (the "Loan Agreement"). The Series 2012 Note will be paid from Net Revenues of the System as same are secured by and described in the Loan Agreement and the Series 2012 Note. The net proceeds received by the City under the Loan Agreement for the Series 2012 Note will be used by the City to provide funds for the Construction Project and the Refunding Project.

The Series 2012 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "Bonds"). To secure payment of principal of and interest on all the Series 2012 Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the rebate fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Series 2012 Bonds, the terms and conditions upon which the Series 2012 Bonds are issued and the terms and conditions upon which the Series 2012 Bonds will be paid at or prior to their stated maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2012 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2012 Bond. This Series 2012 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2012 Bond or Series 2012 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Bank nor the Trustee shall be affected by any notice to the contrary.

The Series 2012 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2012 Bonds may be exchanged for a like aggregate principal amount of Series 2012 Bonds of the same maturity of authorized denominations.

If the City directs the Bank to redeem any Series 2012 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and redeem such Series 2012 Bonds in the following instances:

(a) The Series 2012 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after __, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part on __, 20__, and on any date thereafter at par plus accrued interest to the redemption date.

(b) The Series 2012 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds transferred from the Project Fund, Construction Account to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project as provided in the Loan Agreement or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2012 Note upon a default under the Series 2012 Note and acceleration thereof.

In the event less than all of the Series 2012 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, at its sole discretion, shall select the Series 2012 Bonds to be redeemed by lot within a selected maturity, provided that Series 2012 Bonds shall be redeemed only in whole multiples of \$5,000.

In the event any of the Series 2012 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2012 Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than sixty (60) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Series 2012 Bond to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Series 2012 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2012 Bonds. All Series 2012 Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to the redemption date. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Trustee sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Trustee not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Registered Owner of this Series 2012 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the

principal of all the Series 2012 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2012 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2012 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the Revenues pledged to the payment of the principal of and interest on the Series 2012 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2012 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2012 Bond to be executed in its name and on its behalf by the facsimile or manual signature of its Executive Director and a facsimile or manual seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the facsimile or manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

(SEAL)

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This Series 2012 Bond is one of the Series 2012 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____

HANCOCK BANK,
as Trustee

By: _____
Authorized Signatory

[Form of Validation Certificate]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2012 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ____ day of _____, 2012.

Secretary

(SEAL)

[Form of Assignment]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please Insert Social Security or other Identifying Number of Assignee)

(Please print or typewrite name and address of Assignee)

the within Series 2012 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2012 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2012 Bond in every particular manner, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized signature guaranty program.

BY: _____

[END OF BOND FORM]

SECTION 2.07 Book-Entry Only System.

The Series 2012 Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2012 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.09 hereof, all of the outstanding Series 2012 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2012 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC Participants") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2012 Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2012 Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2012 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2012 Bond is registered in the Bond Register as the absolute owner of such Series 2012 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2012 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2012 Bond, for the purpose of registering transfers with respect to such Series 2012 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2012 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2012 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2012 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.08 Successor Securities Depository; Transfers Outside Book-Entry Only System.

In the event that the Bank and the Trustee determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best

interest of the Beneficial Owners of the Series 2012 Bonds that they be able to obtain certificated Series 2012 Bonds, the Bank and the Trustee shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2012 Bond certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Series 2012 Bond certificates and transfer one or more separate Series 2012 Bond certificates to DTC Participants having Series 2012 Bonds credited to their DTC accounts. In such event, the Series 2012 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2012 Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.09 Payments and Notices to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2012 Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2012 Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01 Medium, Form and Place of Payment.

The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the registered owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02 Legends.

The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03 Execution.

The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its President or Vice President or Executive Director and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04 Authentication.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2012 Bond is one of the Series 2012 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____

HANCOCK BANK,
as Trustee

By: _____
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory

to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it before any payment may be made. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners.

The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption prior to their stated maturity in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07 Destruction of Bonds.

Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08 Nonpresentment of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be subject to applicable laws of the State of Mississippi concerning escheat and unclaimed property and shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09 Other Obligations Payable from Revenues.

The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Bonds.

Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11 Limitations on Obligations of Bank.

The Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Series 2012 Note acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Act, the State has pledged to and agreed with the holders of any Series 2012 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2012 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2012 Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors.

No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01 Privilege of Redemption and Redemption Prices and Terms for Series 2012 Bonds.

If the City directs the Bank to redeem any of the Series 2012 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank agrees to accept such direction and shall redeem such Series 2012 Bonds in the following instances:

(a) Optional Redemption of Series 2012 Bonds. The Series 2012 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after __, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part on __, 20__, and on any date thereafter at par plus accrued interest to the redemption date.

Extraordinary Mandatory Redemption. The Series 2012 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds transferred from the Project Fund, Construction Account to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project as provided in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2012 Note upon a default under the Series 2012 Note, and acceleration thereof.

SECTION 4.02 Redemption at the Election or Direction of the Bank.

In the case of any redemption of Bonds, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank in its sole discretion, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the moneys to be applied to the

payment of the Redemption Price. Such notice shall be given at least sixty (60) but no more than forty-five (45) days prior to the redemption date. The Bank shall pay to the Trustee, or cause to be paid, an amount which, in addition to other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Bonds to be redeemed. The Trustee shall give the notice of redemption provided for in Section 4.05 hereof.

SECTION 4.03 Selection of Bonds to be Redeemed.

If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

SECTION 4.04 Redemption Payments.

Funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4.05 Notice of Redemption.

Notice of the call for any redemption, identifying the Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Original Purchaser and to the registered owner of each Bond to be redeemed at the address shown on the registration records. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Trustee sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Trustee not later than on the redemption date and shall be of no effect unless such moneys are deposited.

SECTION 4.06 Cancellation.

All Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V

GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest.

The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02 Performance of Covenants by the Bank.

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03 Instruments of Further Assurance.

The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04 Covenants Concerning Program.

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (a) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Series 2012 Note), and (b) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the Series 2012 Note and the Loan Agreement and to enforce all terms, covenants

and conditions of the Series 2012 Note and Loan Agreement including the collection, custody and prompt application of all payments and deposits required by the terms of the Series 2012 Note and the Loan Agreement for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Series 2012 Bonds, the Bank shall commence appropriate remedies with respect to the Series 2012 Note and Loan Agreement which are in default.

SECTION 5.05 Possession and Inspection of Series 2012 Note and Loan Agreement.

The Trustee covenants and agrees to retain or cause its agent to retain possession of the Series 2012 Note and the Loan Agreement and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Series 2012 Note and the Loan Agreement shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06 Accounts and Reports.

The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Series 2012 Note and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Bank, if requested by the Bank, prior to the last day of February, 2007 and the end of each six-month period thereafter, commencing with the period ending August 30, 2007, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month or applicable period.

The reports, statements and other documents (other than Bondholder lists) required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.07 Bank Covenants with Respect to the Series 2012 Note and Loan Agreement.

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the Series 2012 Note or the Loan Agreement unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Series 2012 Note and the Loan Agreement, unless the Bank provides the Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee.

(3) The Bank covenants and agrees that it will not sell or dispose of the Series 2012 Note unless the Bank provides to the Trustee a Positive Cash Flow Certificate which gives effect to such action.

SECTION 5.08 Monitoring Investments.

The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.09 Positive Cash Flow Certificates.

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.09. Such certificate shall set forth:

(a) the Revenues expected to be received on the Series 2012 Note financed or expected to be financed with proceeds of Outstanding Bonds;

(b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the Rebate Fund) and the rate or yields used in estimating such amounts;

(c) all moneys expected to be in the Funds and Accounts (other than the Rebate Fund and, with respect to the Debt Service Reserve Fund, only to the extent provided in paragraph (d) hereof);

(d) the amount, if any, expected to be withdrawn from the Debt Service Reserve Fund, but only if the amount on deposit in the Debt Service Reserve Fund is expected to at least equal the Debt Service Reserve Requirement immediately after such withdrawal and such withdrawal is permitted by this Indenture;

(e) the principal and interest due on all Bonds expected to be Outstanding during such Fiscal Year; and

(f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2012 Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of the Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Bonds and amounts to be used to provide for Costs of Issuance for the Bonds. The amount of the existing Series 2012 Note, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2012 Note, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

SECTION 5.10 [RESERVED].

SECTION 5.11 [RESERVED].

SECTION 5.12 Covenants Concerning Preservation of Tax Exemption.

The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that the amendment of the memorandum of compliance by the Bank will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI

REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Bonds.

The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02 Creation of Funds.

There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; (b) the Debt Service Reserve Fund; (c) the Special Reserve Fund and (d) the Rebate Fund. There is hereby created and established in the General

Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Loan Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Bonds.

(1) The Trustee shall deposit the proceeds (net of any Original Purchaser's discount and original issue discount, if any) from the sale of the Series 2012 Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04 Deposit of Revenues and Other Receipts.

Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or prepayment prior to maturity of the Series 2012 Note), the Trustee shall deposit such amounts into the General Account.

SECTION 6.05 Operation of General Account in the General Fund.

The Trustee shall deposit in the General Account of the General Fund all monies and funds required to be deposited therein pursuant to the provisions of this Article VI. The Trustee shall invest such funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before sixty (60) days after each anniversary of the issuance of the Series 2012 Bonds, the amounts to be transferred to the Rebate Fund;

(b) On or before three (3) Business Days next preceding each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Series 2012 Bonds on such Interest Payment Date;

(c) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement;

(d) At such times as shall be necessary, to pay Program Expenses; and

(e) After making such deposits in subsections (a) through (d) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2012 Note Payments in the succeeding twelve (12) months and shall transfer to the Special Reserve Fund all monies in the General Account, which, together with such expected receipts for the succeeding twelve (12) months, are in excess of the amounts needed to pay principal and interest on the Series 2012 Bonds within the

immediately succeeding twelve (12) month period; provided, however, any excess under this Subsection (e) shall be transferred to the City at the request of the City with the prior written consent of the Bank.

SECTION 6.06 Operation of the Redemption Account of the General Fund.

The Trustee shall deposit in the Redemption Account of the General Fund all moneys received upon the sale or prepayment prior to maturity of the Series 2012 Note and all other moneys required to be deposited therein pursuant to the provisions of Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Series 2012 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2012 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07 Operation of the Loan Account of the General Fund.

The Trustee shall deposit in the Loan Account of the General Fund all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Loan Account to provide a loan to the City under the terms and provisions of the Loan Agreement said loan being secured by the Series 2012 Note all in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such loan set forth in the Indenture have been or will be complied with. Any amounts remaining in the Loan Account three (3) years after the date of delivery of the Series 2012 Bonds shall be transferred to the Redemption Account.

SECTION 6.08 Operation of Debt Service Reserve Fund.

The Trustee shall deposit in the Debt Service Reserve Fund all moneys required to be deposited therein pursuant to Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and, except as provided in this Section 6.08, shall disburse the funds held in the Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2012 Bonds, and only in the event that moneys in the General Account are insufficient to pay principal of and interest on the Series 2012 Bonds after making all the transfers thereto required to be made under Section 6.06 (from the Redemption Account of the General Fund) and Section 6.09 (from the Special Reserve Fund) have been made. As of any Interest Payment Date, the Trustee shall value the investments in the Debt Service Reserve Fund at fair market value. If there is any deficiency in the Debt Service Reserve Fund as of any Interest Payment Date (after taking into account any debt service payment made on such Interest Payment Date), the Trustee shall provide written notice within five (5) Business Days to the City and City shall replenish the Debt Service Reserve Fund within sixty (60) days after the applicable Interest Payment Date as provided in the Loan Agreement. Pursuant to Section 10.01(j) hereof, failure to restore any deficiency in the Debt Service Reserve Fund to the Debt Service Reserve Requirement within 360 days after the end of the Fiscal Year during which a deficiency occurs is an Event of Default. Following each Interest Payment Date, the Trustee

shall determine if any amounts in the Debt Service Reserve Fund are in excess of the Debt Service Reserve Requirement and shall transfer said excess amount to the General Account of the General Fund; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the City at the request of the City with the prior written approval of the Bank.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to the following conditions:

(a) The Trustee shall receive a certificate of the City to the effect that such substitution is in the best economic interests of the City stating the reasons therefor and stating how the amounts on deposit in the Debt Service Reserve Fund are to be applied; and

(b) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the City as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity, an opinion of foreign counsel to the same effect in form and substance satisfactory to the Trustee; and

(c) The Trustee, the Bank and the City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2012 Bonds to become includable in gross income for federal income taxation purposes; and

(d) The obligation of the Bank to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2012 Bonds under this Indenture; and

(e) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid; and

(f) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement for the Series 2012 Bonds immediately upon such substitution;

(g) The approval of Moody's.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2012 Bonds and the Trustee

is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (i) the amount then available for drawing under the Reserve Fund Credit Facility, or (ii) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in this Indenture; provided, however, if the Debt Service Reserve Fund contains both a Reserve Fund Credit Facility and cash, the cash shall be drawn down completely before any demand is made on the Reserve Fund Credit Facility.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund; provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund have been delivered to the Trustee for deposit in the Debt Service Reserve Fund.

If the Trustee receives notice that (1) the revolving reinstatement feature described above has been suspended or terminated, (2) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "A" by Moody's, (3) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (4) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to this Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

SECTION 6.09 Operation of Special Reserve Fund.

The Trustee shall deposit in the Special Reserve Fund all moneys required to be deposited therein pursuant to Article VI hereof and such other moneys as directed by the Bank, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Special Reserve Fund as follows in the following order of priority:

(a) On the second (2nd) Business Day next preceding each Interest Payment Date, to the General Account of the General Fund an amount sufficient to make the payments of principal and interest required to be made on such date after taking into account available funds on deposit in the General Account; and

(b) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement.

SECTION 6.10 Operation of Bond Issuance Expense Account of the General Fund.

The Trustee shall deposit in the Bond Issuance Expense Account of the General Fund the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices, to pay the Costs of Issuance of the Series 2012 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is sixty (60) days after the date of issuance of the Series 2012 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.11 Operation of the Rebate Fund.

The Trustee is authorized to establish and maintain, so long as any Series 2012 Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2012 Bonds and investments hereunder available to the Bank, or to any independent accounting firm or other professionals expert in arbitrage calculations retained by the Bank or the City on behalf of the Bank, and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.12 and 8.02 hereof, shall invest the funds in the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2012 Bonds.

If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2012 Bonds are no longer Outstanding.

Not later than sixty (60) days after ___ 1, 20__ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment

date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of this Section 6.11, and further provided that funds were available in the General Account to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2012 Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2012 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.12 Moneys to be Held in Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.13 Amounts Remaining in Funds or Accounts.

Any amounts remaining in any Fund or Account of the Series 2012 Bonds after full payment of the Series 2012 Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee (and all other amounts due and owing hereunder) shall be distributed to the City, except as provided in Section 3.08 hereof.

SECTION 6.14 Certain Verifications.

The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE VII

LOAN SECURED BY SERIES 2012 NOTE

SECTION 7.01 Terms and Conditions of Loan.

The loan of funds to the City under the terms and provisions of the Loan Agreement secured by the Series 2012 Note shall be according to the terms and conditions of, and upon submission of the documents required by, this Article VII.

SECTION 7.02 Loan.

The Trustee shall provide the funds for the Loan to the City upon receipt by the Trustee of:

- (a) a written direction of the Bank signed by an Authorized Officer stating to whom the proceeds of the Loan are to be paid;
- (b) a certificate signed by an officer of the Bank, certifying that the City, pursuant to the Loan Agreement, has executed and delivered the Series 2012 Note to the Bank and is obligated to make the Series 2012 Note Payments and to pay all fees and charges required to be paid to the Bank under the Loan Agreement, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;
- (c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Series 2012 Note, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;
- (d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the Series 2012 Note and Loan Agreement constitute valid and binding obligations enforceable in accordance with their terms, subject to such enforcement limitations customarily contained in such opinions;
- (e) executed Series 2012 Note, registered as to both principal and interest to the Bank and delivered in accordance with the Act;
- (f) an opinion of counsel of the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Act;
- (g) an executed Loan Agreement from the City;
- (h) [RESERVED];
- (i) a certificate from the City stating that either (i) the City is exempt from the rebate requirements of Section 148 of the Code, or (ii) the City is subject to the rebate requirement of Section 148 of the Code and will comply with such provisions, or (iii) if

the City intends to meet an exception from rebate contained in Section 148(f)(4)(C) of the Code, it elects on or before the closing date to pay a penalty in lieu of rebate if such provisions are not met; and

(j) an amortization schedule for debt service on the Series 2012 Bonds.

Upon receipt of all the documents as listed above, the Trustee shall pay the proceeds of the Loan directly to the City as specified in the directions received pursuant to subparagraph (a) above.

SECTION 7.03 Retention and Inspection of Documents.

All requisitions, certificates, transcripts, Opinions of Bond Counsel, Loan Agreement and the Series 2012 Note received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any owner of at least five percent (5%) in principal amount of Outstanding Series 2012 Bonds. Any costs and expenses associated with such request shall be paid by the requesting Bondholder.

SECTION 7.04 Report.

The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Series 2012 Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the proceeds of the Series 2012 Bonds deposited in the Loan Account. If requested, said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Series 2012 Bonds deposited in the Loan Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01 General Provisions.

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities, as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2012 Bonds may be commingled for the purpose of investment or deposit. The Trustee and the

Bank agree that all investments under the Indenture, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2012 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof, except that the moneys, if any, on deposit in the Debt Service Reserve Fund shall be invested in Investment Securities having an average aggregate weighted term to maturity not greater than five (5) years. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund, will be added to the General Account of the General Fund; provided, however, that the investment income, if any, from assets held under the Debt Service Reserve Fund shall be retained in such Debt Service Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement.

(2) The Bank (a) certifies to the owners of the Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes, and (b) covenants with the owners of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

SECTION 8.02 Arbitrage Restrictions; Bonds to Remain Tax Exempt.

(1) The Bank shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts which shall govern the investment of the Funds and Accounts and the application of Section 6.11 hereof.

(2) Without limiting subsection (2) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds, or with respect to the investment or application of any payments under the Series 2012 Note or any other agreement or instrument entered into in connection therewith or with the issuance of the Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting any Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would

adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on any Bonds.

ARTICLE IX

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made to the Trustee of the principal of and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (a) of the

preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when collected for use and application as are other moneys deposited in such Account.

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. . Provided, however, such verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Bank will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their stated maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the

provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium, if any, of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or

(i) Default in the due and punctual payment of any interest or principal on the Series 2012 Note; or

(j) The Bank fails to restore Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement within three hundred sixty (360) days after the end of the Fiscal Year of the Bank during which a deficiency occurs; or

(k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(l) There is an event of default under the Loan Agreement.

SECTION 10.02 Remedies: Rights of Bondholders.

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Series 2012 Note or Loan Agreement.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the Series 2012 Note and the Loan Agreement as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Series 2012 Note and Loan Agreement.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State.

Upon the occurrence of an Event of Default, if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each

and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03 Rights of Bondholders to Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, but subject to Section 15.01 hereof, the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 10.04 Appointment of Receivers.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05 Application of Moneys.

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the Series 2012 Note or Loan Agreement) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by Trustee and any other moneys owed to Trustee hereunder, be deposited in the General Account of the General Fund and all moneys in such Account shall be applied as follows:

- (a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied for each applicable series of Bonds:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder and under the Loan Agreement and the Series 2012 Note have been paid in full, any balance remaining in the General Account of the General Fund shall be paid as provided in Article VI hereof.

SECTION 10.06 Remedies Vested in the Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07 Rights and Remedies of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such owners of Bonds have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification, has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08 Termination of Proceedings.

In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely,

then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09 Waivers of Events of Default.

The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all of the payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.

Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default for which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI

TRUSTEE

SECTION 11.01 Acceptance of the Trusts.

The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of its counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this

Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need

not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal or interest on any of the Bonds.

SECTION 11.02 Fees, Charges and Expenses of the Trustee.

The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03 Intervention by the Trustee.

In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 11.04 Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within sixty (60) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05 Resignation by the Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving sixty (60) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office

of the Trustee, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 11.06 Removal of the Trustee.

The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official action taken by the Bank with such action to be filed with the Trustee.

SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and be subject to examination by federal or State authority, having a reported capital and surplus of not less than \$10,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such

predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee (or paying agent, if any) shall take effect until a successor shall be appointed.

SECTION 11.09 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.

In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII

SUPPLEMENTAL INDENTURES

SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders.

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United

States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with issuance of Refunding Bonds.

SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking

any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Consents, etc., of Bondholders.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the registration records of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02 Limitation of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the owners of the Bonds any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds.

SECTION 15.03 Severability.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 15.04 Notices.

Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Purchaser shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15.05 Trustee as Paying Agent and Registrar

The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 15.07 Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15.08 Receipt of Money or Revenues by Trustee.

The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 15.09 Applicable Provisions of Law.

This Indenture shall be governed by and construed in accordance with the laws of the State.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

(SEAL)

ATTEST:

Secretary

Signature page of Indenture of Trust dated as of __, 20__, by and between the Mississippi Development Bank and Hancock Bank, Jackson, Mississippi, as Trustee.

**HANCOCK BANK
JACKSON, MISSISSIPPI
as Trustee**

**By: _____
Authorized Signatory**

(SEAL)

ATTEST:

Authorized Signatory

Signature page of Indenture of Trust dated as of __, 20__, by and between Mississippi Development Bank and Hancock Bank, Jackson, Mississippi, as Trustee.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this ____ day of _____, 2012, within my jurisdiction, the within named William T. Barry and Cindy S. Carter, who acknowledged that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture of Trust, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the ____ day of _____, 2012, before me, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who, being by me first duly sworn, did say that they are the _____ and _____, respectively, of Hancock Bank, Jackson, Mississippi, a state banking association, and that for and on behalf of said state banking association, and as its act and deed, signed and delivered the foregoing instrument, after having first been authorized by said state banking association so to do, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

Jackson 7380918v1

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

RATING: - Moody's: "Aaa"
(See "RATING" herein)

NEW ISSUE - BOOK-ENTRY ONLY

In the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2012 Bonds is excludable from gross income for federal tax purposes pursuant to Section 103 of the Code (as defined herein). Such exclusion is conditioned on continuing compliance with certain tax covenants of the Bank and the City. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2012 Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX E - FORM OF BOND COUNSEL OPINION" attached hereto.

\$ __,000*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2012
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
CONSTRUCTION PROJECT)

Dated: Date of Delivery**DUE: __ 1, as shown on
inside of front cover**

The Series 2012 Bonds (the "Series 2012 Bonds") will be dated the date of delivery thereof, and will bear interest from that date to their respective stated maturities in the amounts and at the rates set forth on the inside of the front cover. The Series 2012 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2012 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2012 Bonds will not receive physical delivery of certificates representing their interests in the Series 2012 Bonds. Interest on the Series 2012 Bonds is payable on __ 1 and __ 1 of each year, commencing __ 1, __. So long as DTC or its nominee is the registered owner of the Series 2012 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2012 Bonds will be paid directly to DTC by Hancock Bank, Gulfport, Mississippi, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2012 BONDS -- Book-Entry-Only System."

The Series 2012 Bonds are issued by the Bank for the principal purpose of providing a loan to the City of Hattiesburg, Mississippi, as more fully described in this Official Statement.

The Series 2012 Bonds are subject to extraordinary mandatory redemption and optional redemption, as more fully described in this Official Statement under the caption "DESCRIPTION OF THE SERIES 2012 BONDS -- Redemption."

THE SERIES 2012 BONDS ARE PAYABLE SOLELY OUT OF THE REVENUES AND FUNDS OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2012 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI OR A PLEDGE OF THE FAITH, CREDIT AND TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2012 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

Payment of the principal of and interest on the Series 2012 Bonds when due will be guaranteed by a financial guaranty insurance policy to be issued by __ simultaneously with the delivery of the Series 2012 Bonds.

The Series 2012 Bonds are offered subject to the final approval of the legality thereof by Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, Bond Counsel, and as disclosure counsel to __ (the "Original Purchaser"). Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, and for the City by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi. Government Consultants, Inc., Jackson, Mississippi, serves as the Financial Advisor to the Bank in connection with the sale and issuance of the Series 2012 Bonds. The Series 2012 Bonds are expected to be available in definitive form for delivery on or about __, 2012.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The date of this Official Statement is __, 2012.

* Preliminary, subject to change.

**SERIES 2012 BONDS
MATURITY SCHEDULE**

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT*</u>	<u>INTEREST</u> <u>RATE</u>	<u>PRICE OR</u> <u>YIELD</u>	<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT*</u>	<u>INTEREST</u> <u>RATE</u>	<u>PRICE OR</u> <u>YIELD</u>
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***Preliminary, subject to change.**

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2012 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2012 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2012 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE ORIGINAL PURCHASER.

UPON ISSUANCE, THE SERIES 2012 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2012 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2012 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE ORIGINAL PURCHASER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2012 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

\$ __,000*

MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2012 (HATTIESBURG, MISSISSIPPI WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its Appendices, is to set forth certain information concerning the issuance and sale by the Mississippi Development Bank (the "Bank" or "Issuer") of its Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Water and Sewer System Construction Project), to be dated the date of delivery thereof, issued in the aggregate principal amount of \$ __,000* (the "Series 2012 Bonds").

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2012 Bonds to potential investors is made only by means of the entire Official Statement.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "State") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed on nine members.

Pursuant to the Act, the purpose of the Bank is to assist "local governmental units," as defined in the Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district, or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under State law, through programs of providing loans to such local governmental units under loan agreements between such local governmental units and the Bank. The City of Hattiesburg, Mississippi (the "City"), the entity described in "APPENDIX A - INFORMATION ON THE CITY", is such a local governmental unit.

Sources of Payment and Security for the Series 2012 Bonds

The Series 2012 Bonds will be issued under and secured by an Indenture of Trust, to be dated the date of delivery of the Series 2012 Bonds (the "Indenture"), by and between the Bank and Hancock Bank, Gulfport, Mississippi, as Trustee (the "Trustee"). The principal of, redemption premium, if any, and interest on any and all of the Series 2012 Bonds, together with any refunding bonds (the "Refunding Bonds") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2012 Bonds (collectively, the "Bonds"), are payable from those revenues and funds of the Bank which, together with the loan agreement (the "Loan Agreement") and the Series 2012 Note, as hereinafter defined, delivered by the City, as defined and described herein, are pledged pursuant to the Indenture for

* Preliminary, subject to change.

the benefit of the owners of the Series 2012 Bonds without priority. The faith, credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2012 Bonds. The Series 2012 Bonds are not a debt, liability, loan of the credit or pledge of the faith and credit of the State or of any political subdivision thereof, including the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Series 2012 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2012 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), defined to be (i) all cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the "Funds" and "Accounts") and the investment earnings thereon and all proceeds thereof, (ii) the Loan Agreement and the Series 2012 Note and payments due thereunder and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Series 2012 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2012 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS," and "APPENDIX C - FORM OF INDENTURE OF TRUST."

The principal of and interest on the Series 2012 Note are payable out of certain revenues as hereinafter defined. The Loan, as hereinafter defined, will be provided from the proceeds of the Series 2012 Bonds. The sources of payment on the Series 2012 Note is further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS" and "APPENDIX D - FORM OF LOAN AGREEMENT."

The Indenture provides that in order to further secure the payment of principal of and interest on the Series 2012 Bonds, the Bank will establish thereunder a Debt Service Reserve Fund (the "Debt Service Reserve Fund"), and maintain therein an amount (the "Debt Service Reserve Requirement") equal to the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year on all Series 2012 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2012 Bonds; and (iii) 10% of the stated principal amount of the Series 2012 Bonds, which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS - Debt Service Reserve Fund" for further discussion of the Debt Service Reserve Fund. The Debt Service Reserve Fund will initially be funded with the Surety Bond in the amount of the Debt Service Reserve Requirement issued by _____, a Wisconsin domiciled stock insurance company (the "Bond Insurer" or "_____").

Financial Guaranty Insurance Policy

Concurrently with the issuance of the Series 2012 Bonds, _____, will issue its financial guaranty insurance policy for the Series 2012 Bonds (the "Financial Guaranty Insurance Policy"). The Financial Guaranty Insurance Policy unconditionally guarantees the payment of that portion of the principal of and the interest on the Series 2012 Bonds that has become due for payment, but shall be unpaid by reason of nonpayment by the Bank. See "FINANCIAL GUARANTY INSURANCE POLICY" and "APPENDIX H - SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY" herein.

Purpose of the Series 2012 Bonds

The Series 2012 Bonds are being issued to provide funds to provide a loan (the "Loan") to the City under the Loan Agreement secured by the Series 2012 Note, as hereinafter defined, to provide funds for (i) repairing, improving, and extending the combined water and sewer system of the City (the

"System") (the "Construction Project"); (ii) funding a debt service reserve fund for the Series 2012 Bonds, and (iii) paying for costs of issuance of the Series 2012 Bonds and the Series 2012 Note. Items (i) through (iii) are hereinafter referred to as the "Series 2012 Project."

Authority for Issuance

The Series 2012 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2012 Bonds

Redemption. The Series 2012 Bonds are subject to optional redemption and extraordinary mandatory redemption, as more fully described under the caption "DESCRIPTION OF THE SERIES 2012 BONDS - Redemption" herein.

Denominations. The Series 2012 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2012 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2012 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2012 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2012 Bonds.

Payments. Interest on the Series 2012 Bonds is payable on ____ 1 and ____ 1 of each year (each an "Interest Payment Date"), commencing ____ 1, _____. Principal of the Series 2012 Bonds will be payable at the principal corporate trust office of Trustee on each ____ 1, commencing ____ 1, _____, in the principal amounts and in the years as set forth on the inside of the front cover. Interest will be payable by check or draft mailed on the Interest Payment Date by the Trustee to the registered owners of the Series 2012 Bonds at the addresses appearing in the registration records held by the Trustee as of the close of business on the date which shall be the 15th day of the month (whether or not a Business Day) preceding each Interest Payment Date.

For a more complete description of the Series 2012 Bonds and the basic documentation pursuant to which the Series 2012 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2012 BONDS," "REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE," and "OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE," in this Official Statement.

Tax Exemption

In the opinion of bond counsel, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2012 Bonds is excludable from gross income for federal tax purposes, with such exclusion conditioned upon continuing compliance with certain tax covenants of the Bank and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2012 Bonds is exempt from income taxation of the holders thereof in the State of Mississippi. Interest on the Series 2012 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; however, it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2012 Bonds, see the captions "TAX MATTERS" in

this Official Statement. See "APPENDIX E - FORM OF BOND COUNSEL OPINION" for the proposed form of bond counsel opinion.

Professionals Involved in the Offering

Hancock Bank, Gulfport, Mississippi, will act as Trustee under the Indenture for the Series 2012 Bonds. Government Consultants, Inc., Jackson, Mississippi, is employed as financial advisor (the "Financial Advisor") to the Bank with respect to the Series 2012 Bonds. Certain proceedings in connection with the issuance of the Series 2012 Bonds are subject to the approval of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, Bond Counsel. The purchaser of the Series 2012 Bonds shall receive the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, to the effect that, based upon their participation in the preparation of the Official Statement, no facts have come to their attention which would lead them to believe that the Official Statement (except for financial statements and other financial and statistical data contained therein, as to which they will express no opinion or belief) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Certain legal matters will be passed upon for the City by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Risks to the Owners of the Series 2012 Bonds

There are certain risks involved in the ownership of the Series 2012 Bonds which should be considered by prospective purchasers thereof. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2012 Bonds depends primarily upon the receipt by the Bank of note payments (the "Note Payments") from the City which is obligated under the Loan Agreement and the Series 2012 Note to make such payments to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient rates, charges, or other revenues to make the required Note Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS." Failure of the Bank and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2012 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2012 BONDS" in this Official Statement.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from William T. Barry, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the Series 2012 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Bank and other sources

which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Bank since the date hereof.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2012 Bonds, the purposes and operation of the Bank's program to be financed out of the proceeds of the Series 2012 Bonds, the Bank, and summaries of certain provisions of the Series 2012 Bonds, the Indenture, the Loan Agreement, and certain provisions of the Act. All discussions of the Act, the Indenture and the Loan Agreement are qualified in their entirety by reference to the Act, copies of which are available from the Bank, and the Indenture and the Loan Agreement, the forms of which are set forth in "APPENDIX C - FORM OF INDENTURE OF TRUST" and "APPENDIX D - FORM OF LOAN AGREEMENT," hereto and all discussions of the Series 2012 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2012 Bonds contained in the Indenture. Certain information relating to the City, as defined herein, is set forth in "APPENDIX A - INFORMATION ON THE CITY," certain information relating to the System is included as "APPENDIX B - INFORMATION ON THE SYSTEM," the form of the Indenture is set forth in "APPENDIX C - FORM OF INDENTURE OF TRUST," the form of the Loan Agreement is set forth in "APPENDIX D - FORM OF LOAN AGREEMENT," the proposed form of opinion of Bond Counsel with respect to the Series 2012 Bonds is set forth in "APPENDIX E - FORM OF BOND COUNSEL OPINION," the form of the continuing disclosure agreement of the Bank and City is set forth in "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT," and the audited financial statements of the City are set forth in "APPENDIX G - CITY OF HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION FOR THE YEAR ENDED SEPTEMBER 30, 2005 AND BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012." Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2012 Bonds.

Capitalized terms not defined herein shall have the definitions set forth in "APPENDIX C - FORM OF INDENTURE OF TRUST" and "APPENDIX D - FORM OF LOAN AGREEMENT."

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS

General

The Series 2012 Bonds are payable only out of, and are secured by the pledge of, the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2012 Bonds. The Series 2012 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof. The Bank has no taxing power. The sources of payment of, and security for, the Series 2012 Bonds are more fully described below.

Under the Indenture, the Series 2012 Bonds are secured by the assignment to the Trustee of the Series 2012 Note and all Note Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2012 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the

Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys hereinafter to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The Loan Agreement and the Series 2012 Note

From the proceeds of the Series 2012 Bonds, the Bank intends to loan funds to the City under the Loan Agreement to be secured by the Series 2012 Note. The Bank will assign to the Trustee under the Indenture the proceeds of the Loan Agreement and will assign the Series 2012 Note and the Note Payments of the City to the Trustee, all as described in "THE LOAN AGREEMENT AND SERIES 2012 NOTE" herein and in "APPENDIX D - FORM OF LOAN AGREEMENT" attached hereto.

Provisions for Payment of the Note Payments

The Series 2012 Note will be an obligation of the City payable solely from the moneys, rights and interests pledged under the Loan Agreement as set forth in the immediately succeeding paragraph. **The Series 2012 Note will never constitute a general obligation of the City or, within the meaning of any constitutional or statutory limitation, a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof is pledged to the payment of such principal, premium, if any, and interest. The City has not pledged the levy of any taxes for the repayment of the Series 2012 Note.** The Series 2012 Note initially issued under the Loan Agreement shall be issued for the purposes of providing funds for the Construction Project, the Refunding Project, funding the Debt Service Reserve Fund for the Series 2012 Bonds and paying related costs of issuance for the Series 2012 Bonds and the Series 2012 Note.

Pursuant to the terms of the Loan Agreement, the City has pledged for the payment of principal of and interest on the Series 2012 Note and other amounts due under the Loan Agreement the Net Revenues, as hereinafter defined, of the System subject to the prior payment of the reasonable and necessary expenses of operating and maintaining said System. The City has covenanted in the Loan Agreement to make, impose, charge and collect service rates, charges and other fees in sufficient amount to provide for the payment of principal of and interest on the Series 2012 Note and other amounts due under the Loan Agreement and the cost of operation and maintenance of the System.

The execution and delivery of the Loan Agreement and the Series 2012 Note shall be authorized by a resolution of the City adopted pursuant to the Act. The Series 2012 Note shall be titled "\$_____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project)." See "APPENDIX D - THE FORM OF THE LOAN AGREEMENT" for further description of the Loan Agreement and the Series 2012 Note.

Debt Service Reserve Fund

The Act authorizes and the Indenture requires the Bank to establish and maintain the Debt Service Reserve Fund in which there is to be deposited or transferred:

- (a) All proceeds of Series 2012 Bonds required to be deposited in the Debt Service Reserve Fund by the terms of the Indenture or any supplemental indenture or resolution of the Bank with respect to the proceeds of Series 2012 Bonds, established under the Indenture in the amount of the Debt Service Reserve Requirement which is the lesser of the (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on August 2 of one year and ending on ____ 1 of the following

year) on all Series 2012 Bonds then Outstanding; (ii) 125% of average annual debt service on the Series 2012 Bonds; and (iii) 10% of the stated principal amount of the Series 2012 Bonds, which Debt Service Reserve Requirement may be funded with cash or the Reserve Fund Credit Facility;

(b) All money required to be transferred to the Debt Service Reserve Fund from another Fund or Account under the Indenture;

(c) All money paid by the City for deposit to the Debt Service Reserve Fund as provided in the Loan Agreement;

(d) All money appropriated by the State for replenishment of the Debt Service Reserve Fund; and

(e) Any other available money or funds that the Bank may decide to deposit in the Debt Service Reserve Fund.

Except as provided by the Indenture, moneys in the Debt Service Reserve Fund will be held and applied to the payment of the principal of and interest on the Series 2012 Bonds in cases where sufficient funds are not available in other Funds and Accounts for such payments.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to the following conditions:

(a) The Trustee shall receive a certificate of the City to the effect that such substitution is in the best economic interests of the City stating the reasons therefor and stating how the amounts on deposit in the Debt Service Reserve Fund are to be applied; and

(b) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the City as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity, an opinion of foreign counsel to the same effect in form and substance satisfactory to the Trustee; and

(c) The Trustee, the Bank and the City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2012 Bonds to become includable in gross income of the holders thereof for federal income taxation purposes; and

(d) The obligation of the City to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to (i) the payment of debt service on the Series 2012 Note under the Loan Agreement, (ii) the obligation of the City to replenish the Debt Service Reserve Fund under the Loan Agreement, and (iii) any other payments payable by the City under the Loan Agreement and the Series 2012 Note; and

(e) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid; and

(f) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement for the Series 2012 Bonds immediately upon such substitution; and

(g) The approval of Moody's; and

(h) The approval of _____.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2012 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (a) the amount then available for drawing under the Reserve Fund Credit Facility, or (b) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under the Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in the Indenture.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund; provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund have been delivered to the Trustee for deposit in the Debt Service Reserve Fund.

If the Trustee receives notice that (a) the revolving reinstatement feature described above has been suspended or terminated, (b) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "A" by Moody's, (c) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (d) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City and the Bond Insurer in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to the Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

Reserve Fund Credit Facility means an irrevocable and unconditional letter of credit, insurance policy or surety bond, including the Surety Bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, having a long-term credit rating of "A" or better, as determined by Moody's which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (i) the expiration date of such credit facility and (ii) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

Special Reserve Fund

The Indenture provides for the creation of the Special Reserve Fund. The Trustee shall deposit in the Special Reserve Fund all moneys required to be deposited therein pursuant to the Indenture and such other moneys as directed by the Bank, shall invest such funds pursuant to the terms of the Indenture and shall disburse the funds held in the Special Reserve Fund as follows in the following order of priority: (a) on the second (2nd) Business Day prior to each Interest Payment Date, to the General Account of the General Fund amounts sufficient to make the payments of principal and interest required to be made on such date after taking into account available funds on deposit in the General Account of the General Fund; and (b) to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement for the Series 2012 Bonds.

RISKS TO THE OWNERS OF THE SERIES 2012 BONDS

General

The Series 2012 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to be made from payments due from the City under the Loan Agreement and the Series 2012 Note. Purchasers of the Series 2012 Bonds are advised of certain risk factors with respect to the Series 2012 Bonds.

In addition, purchasers of the Series 2012 Bonds are advised of certain additional information in connection with the System as set forth in "APPENDIX B - INFORMATION ON THE SYSTEM." Such information is relative to the ability of the City of make payments under the Loan Agreement and the Series 2012 Note sufficient to provide debt service on the Series 2012 Bonds.

Note Payments

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2012 Bonds depends primarily upon the receipt by the Bank of the Note Payments from the City which is obligated under the Loan Agreement to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts sufficient to make such payments. Except for the Debt Service Reserve Fund, there is no Fund which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the City in making such Note Payments, and there is no source from which the General Fund will be replenished except the Note Payments and investment income on moneys in the Funds and Accounts. While the City covenants to fix rates and charges of the System sufficient to pay all obligations, there can be no representation or assurance that the City will realize sufficient Net Revenues from the System to meet financial projections. Financial projections for a period of 2012 to 2010 regarding the System are contained in "APPENDIX B - INFORMATION ON THE SYSTEM." The realization of sufficient Net Revenues can be subject to, among other things, future economic and demographic conditions, and other conditions which are variable and not certain of prediction. For a description of the City and its Series 2012 Note, see "APPENDIX A - INFORMATION ON THE CITY" and "APPENDIX D - FORM OF LOAN AGREEMENT." For a description of procedures for providing for the payment of the Series 2012 Note, see the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS - Provisions for Payment of the Series 2012 Note." For a description of revenue projections for the System, see "APPENDIX B - INFORMATION ON THE SYSTEM."

Tax Covenants

The Bank has covenanted under the Indenture to use its best efforts to comply with all actions required to assure the continuing exclusion of interest on the Series 2012 Bonds from gross income of the

holders thereof for federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Series 2012 Bonds to be taxable retroactive to the date of issuance of the Series 2012 Bonds. In the Loan Agreement, the City has made certain covenants regarding the preservation of the tax-exempt status of the interest on the Series 2012 Bonds. The interest on the Series 2012 Bonds could become taxable in the event that the City fails to comply with certain of such covenants, including without limitation the covenant to rebate or cause to be rebated, if necessary, to the United States government all arbitrage earnings with respect to the Series 2012 Bonds under certain circumstances and the covenant to take all actions and to refrain from such actions as may be necessary to prevent the Series 2012 Bonds from being deemed to be "private activity bonds" under the Code. Such an event could adversely affect the exempt status of the interest on all of the Series 2012 Bonds retroactive to the date of issuance. See the caption "TAX MATTERS."

Rating

There is no assurance that the rating assigned to the Series 2012 Bonds at the time of issuance (see "RATING" herein) will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for and marketability of the Series 2012 Bonds. If and when a Bondholder elects to sell a Series 2012 Bond prior to maturity, there is no assurance that a market will have been established, maintained and in existence for the purchase and sale of the Series 2012 Bonds, and there is no assurance as to the purchase price which a buyer would be willing to pay.

Remedies; Litigation; Bankruptcy

The remedies available to the Trustee, to the Bank or to the owners of the Series 2012 Bonds upon an Event of Default under the Indenture or under the terms of the Loan Agreement and the Series 2012 Note are in many respects dependent upon judicial actions which are often subject to discretion and delay.

In the event the City were to become a debtor under the Bankruptcy Code, payments under the Loan Agreement and the Series 2012 Note may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including 11 U.S.C. Section 100 et seq. as amended and supplemented from time to time (the "United States Bankruptcy Code"), the remedies provided in the Indenture and under the Loan Agreement and the Series 2012 Note may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2012 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the Loan Agreement, the Series 2012 Note or related documents

that make bankruptcy and related proceedings by the City an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Series 2012 Bonds.

Limitation on Enforceability of Security Interests

The pledge of the Net Revenues granted by the City pursuant to the Loan Agreement may be limited by a number of factors, including the ability to collect revenues of the System from the customers thereof. In the event of any default by the City under the Loan Agreement, the Trustee may not be able to require System customers to make payments directly to the Trustee. Under current law, such a pledge and assignment as attempted to be effected by the Loan Agreement may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting Net Revenues earned by the City within 90 days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) those sales, liens and/or pledges made by the City as permitted under the Loan Agreement. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Possible Claims of Third-Party Creditors

On February 2, 1990, the United States District Court for the District of Columbia held in *Martens v. Hadley Memorial Hospital*, 729 F. Supp. 1391 (D.D.C. 1990), that a judgment creditor of a beneficiary of the proceeds of tax exempt revenue bonds could satisfy its judgment from moneys held by a trustee in a debt service reserve fund pledged to secure the revenue bonds. The Court held that absent a default under the loan agreement pursuant to which the revenue bond proceeds were loaned to the borrower and the acceleration of the obligations under the loan agreement, the Trustee bank holding the debt service reserve fund could not prevent the judgment creditor from attaching the debt service reserve fund to satisfy the judgment. If the principles of the *Martens* case were applied by a court having jurisdiction over the Bank, there is risk that judgment creditors of the Bank could attach the funds securing the Series 2012 Bonds, including in particular, the Debt Service Reserve Fund.

DESCRIPTION OF THE SERIES 2012 BONDS

General Description

The Series 2012 Bonds are issuable under the Indenture as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. When issued, the Series 2012 Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests from DTC in the Series 2012 Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof (see the heading, "Book-Entry-Only System" under this caption).

The Series 2012 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside of the front cover page of this Official Statement. Interest on the Series 2012 Bonds will be payable semiannually on each ____ 1 and ____ 1 of each year, commencing ____ 1, _____. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2012 Bond will be dated the date of delivery thereof. If any Series 2012 Bond is authenticated on or prior to ___, ___, it will bear interest from its date of delivery. Each Series 2012

Bond authenticated after ____, ____, will bear interest from the most recent date on which interest was payable and has been paid on or prior to the date of authentication of such Series 2012 Bond, unless such Series 2012 Bond is authenticated after the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") and on or prior to the next following Interest Payment Date, in which case such Series 2012 Bond will bear interest from such following Interest Payment Date.

The principal of the Series 2012 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Gulfport, Mississippi, upon presentation of the Series 2012 Bonds to be paid and interest on the Series 2012 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the registered owners of record as of the close of business on the most recent Record Date or, at the written election of the registered owner of \$1,000,000 or more in aggregate principal amount of Series 2012 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the registered owner or by deposit into the account of the registered owner if such account is maintained by the Trustee.

So long as DTC or its nominee is the registered owner of the Series 2012 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2012 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "DTC Participants") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series 2012 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-Entry-Only System" under this caption.

Book-Entry-Only System

The Bank has determined that it will be beneficial to have the Series 2012 Bonds held by a central depository system and to have transfers of the Series 2012 Bonds effected by book-entry on the books of DTC as such central depository system. Accordingly, Beneficial Ownership interests in the Series 2012 Bonds will be available in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of Beneficial Ownership interests in the Series 2012 Bonds (the "Beneficial Owners") will not receive certificates representing their interests in the Series 2012 Bonds purchased.

The information provided under this caption has been provided by DTC. No representation is made by the Bank, the Original Purchaser or the Trustee as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Series 2012 Bonds. The Series 2012 Bonds will be initially issued as fully-registered Series 2012 Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Series 2012 Bond certificate for each maturity will be issued for the Series 2012 Bonds in the aggregate principal amount of the issue and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also

facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. DTC is a wholly-owned subsidiary of The Depository Trust and Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MSB Clearing Corporation, and Emerging Markets Clearing Corporation, ("NSCC", "GSCC", "MBSCC", and "EMCC", also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.DTCc.com.

Purchases of Series 2012 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2012 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2012 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owners entered into the transactions. Transfers of ownership interests in the Series 2012 Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their Beneficial Ownership interests in Series 2012 Bonds, except in the event that use of the book-entry system for the Series 2012 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2012 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2012 Bonds with DTC and their registration in the name of Cede & Co. does not effect any change in Beneficial Ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2012 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2012 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices are to be sent to Cede & Co. If less than all of the Series 2012 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Series 2012 Bonds to be redeemed.

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Series 2012 Bonds. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2012 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and divided payments on the Series 2012 Bonds will be made to DTC or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Bank or Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC nor its nominee, Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank, or Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participates.

DTC may discontinue providing its services as depository with respect to the Series 2012 Bonds at any time by giving reasonable notice to the Bank or the Trustee. The Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates are required to be printed and delivered.

THE BANK, THE TRUSTEE AND THE ORIGINAL PURCHASER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2012 BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE SERIES 2012 BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2012 BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2012 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE TRUSTEE NOR THE ORIGINAL PURCHASER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE SERIES 2012 BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE SERIES 2012 BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2012 BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

So long as Cede & Co. is the registered holder of the Series 2012 Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Series 2012 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2012 Bonds.

Redemption

Redemption Generally. If the City directs the Bank to redeem the Series 2012 Bonds in accordance with the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and to redeem the Series 2012 Bonds in accordance with the Indenture.

Optional Redemption. The Series 2012 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after ____ 1, 2017, are subject to optional redemption prior to their stated dates of maturity in whole or in part on ____ 1, 2016, and on any date thereafter at par plus accrued interest to the redemption date.

Extraordinary Mandatory Redemption. The Series 2012 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, at any time, in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds are transferred from the Project Fund, Construction Account, to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project, as provided in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2012 Note upon a default under the Series 2012 Note, and acceleration thereof.

The Bank intends to expend fully and expeditiously all amounts in the Loan Account promptly after the date of delivery of the Series 2012 Bonds for providing funds for the Loan to the City under the Loan Agreement secured by the Series 2012 Note. However, in the event and to the extent that funds deposited in the Loan Account from the proceeds of the Series 2012 Bonds are not used for such Loan, and the Bank determines not to provide funds for the Loan to the City, moneys may be deposited in the Redemption Account, and used for extraordinary mandatory redemption at any time. In the event that less than all of the Series 2012 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2012 Bonds to be redeemed will be selected in integral multiples of \$5,000 by lot by the Trustee.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2012 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed, will be given by the Trustee at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Series 2012 Bond to be redeemed at the address shown on the registration records and to the Original Purchaser of the Series 2012 Bonds. Failure to mail such notice to any particular owner of Series 2012 Bonds, or any defect in the notice mailed to any such owner of Series 2012 Bonds, will not affect the validity of the call for the redemption of any other Series 2012 Bonds.

Redemption Payments. Prior to the date fixed for redemption, there must be on deposit with the Trustee sufficient funds to pay the redemption price of the Series 2012 Bonds called, together with accrued interest on the Series 2012 Bonds to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2012 Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE SERIES 2012 BONDS

The proceeds of sale of the Series 2012 Bonds which is equal to \$ _____ will be applied as follows:

SOURCES OF FUNDS

Series 2012 Bonds Proceeds.....\$
Total Sources of Funds.....\$

USES OF FUNDS

For deposit in the Bond Issuance Expense Account of the
General Fund for payment of a portion of the
costs of issuing the Series 2012 Bonds and Series 2012 Note \$¹
For deposit to the Debt Service Reserve Fund
For deposit in the Loan Account of the
General Fund for the Loan to the
City to fund the Project Fund, Construction Account to be
Held by the Trustee under the Loan Agreement
in the amount of \$_____ and to fund the Refunding
Project in the amount of \$_____
Total Uses of Funds.....\$

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Act as a separate body corporate and politic for the public purposes set forth in the Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Bank is granted under the Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Act, including the making of loans to local governmental units, such as the City, by entering into a loan agreement with such local governmental units secured by a promissory note.

Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "MBFC") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

Name	Occupation	Term
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¹ Includes the premium for the Financial Guaranty Insurance Policy and the Surety Bond due to _____.

The operations of the Bank are administered by William T. Barry, Executive Director. Mr. Barry is a 1972 graduate of the University of Mississippi with a degree in Business.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes by (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law.

The faith, credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank and all such bonds are not a debt, liability, loan of the credit or pledge of the faith and credit of the State or the Bank.

Operation of the Bank

The purpose of the Bank is to address the financing needs of a broad array of local governmental units (as defined in the Act) in accordance with the provisions of Act. The Bank has determined to provide the Loan to the City under the Loan Agreement secured by the Series 2012 Note out of the proceeds of the Series 2012 Bonds. Upon the approval of the sale of the Series 2012 Bonds to the Original Purchaser, the City will be obligated borrow funds from the Bank in accordance with the requirements of the Act and a resolution of the City approving the sale of the Series 2012 Bonds and the Loan with the Bank.

The Act provides that the execution and delivery of the Loan Agreement and execution and delivery of the Series 2012 Note by the City, must be accompanied by all documentation required by the Board of Directors of the Bank, including an approving Opinion of Bond Counsel for the Series 2012 Bonds. The Bank will be prepared to provide the funds for the Loan to the City promptly after the receipt of the proceeds of the Series 2012 Bonds by the Bank.

REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

- (a) General Fund - comprised of the following:
 - (i) General Account
 - (ii) Loan Account
 - (iii) Redemption Account
 - (iv) Bond Issuance Expense Account
- (b) Debt Service Reserve Fund
- (c) Special Reserve Fund
- (d) Rebate Fund

Deposit of Net Proceeds of the Series 2012 Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2012 Bonds as follows:

(a) To the Debt Service Reserve Fund, the sum of \$ _____ in satisfaction of the Debt Service Reserve Requirement;

(b) To the Bond Issuance Expense Account of the General Fund, the amount of \$ _____ (excluding the premiums for the Financial Guaranty Insurance Policy and Surety Bond of \$ _____ and \$ _____, respectively, paid to _____ by the Original Purchaser on the date of delivery of the Series 2012 Bonds) to pay a portion of the costs of issuance of the Series 2012 Bonds and Series 2012 Note; and

(c) To the Loan Account of the General Fund, the sum of \$ _____ to be used to provide the funds for the Loan to the City. The City will direct the Trustee to pay a portion of the Loan Proceeds in the amount of \$ _____ to the 1995 Bonds Paying Agent, as hereinafter defined, which, together with certain Transferred Funds, as hereinafter defined, from the City in the amount of \$ _____, will provide sufficient funds to effectuate the Refunding Project including the current refunding of the Refunded Bonds, as hereinafter defined, and the optional redemption of the Callable 1995 Bonds, as hereinafter defined. The City will deposit the remaining balance of the Loan Proceeds in the amount of \$ _____ received from the Bank to the credit of the Project Fund, Construction Account held by the Trustee under the Loan Agreement to finance the Costs of the Construction Project.

The Trustee will deposit Revenues, as defined in the Indenture, and other receipts (except the proceeds of the Series 2012 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or prepayment prior to maturity of the Series 2012 Note) into the General Account of the General Fund, and will deposit any moneys received from the sale or prepayment prior to maturity of the Series 2012 Note into the Redemption Account of the General Fund. Note Payments due under the Series 2012 Note are required to be remitted monthly to the Trustee for deposit in the General Account under the Indenture to provide sufficient funds by at least five (5) days prior to each Interest Payment Date to provide funds for the debt service payments on the Series 2012 Bonds. The Trustee will deposit the proceeds of any Refunding Bonds as provided in the supplemental indenture authorizing the issuance of such Refunding Bonds.

OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE

General Fund

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

(a) On or before 30 days after each anniversary of the issuance of the Series 2012 Bonds, the amounts to be transferred to the Rebate Fund.

(b) On or before three (3) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2012 Bonds on such Interest Payment Date.

(c) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to meet the Debt Service Reserve Requirement.

(d) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank.

(e) After making all required payments under subparagraphs (a) through (d) above, to the Special Reserve Fund, any amounts in excess of amounts needed to pay principal and interest on the Series 2012 Bonds within the following twelve months after taking into account currently available moneys in the General Account plus those amounts which the Trustee reasonably expects to receive; provided, however, any excess under this (e) shall be transferred to the City at the request of the City with the prior written consent of the Bank

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale and issuance of the Series 2012 Bonds and the costs related to the issuance and delivery of the Series 2012 Note, including, but not limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2012 Bonds and other related costs, charges and fees. On the date which is sixty (60) days after the date of issuance of the Series 2012 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Loan Account. Upon submission of duly authorized written certificate of an authorized officer of the Bank stating that all requirements for the Loan under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Loan Account to the City as Loan Proceeds under the Loan Agreement. At the direction of the City, the Trustee, acting for and on behalf of the City, will remit a portion of the Loan proceeds to the 1995 Bonds Paying Agent, which together with certain Transferred Funds from the City will be sufficient for the current refunding of the Refunded Bonds.

Amounts remaining in the Loan Account after providing the Loan to the City shall be transferred to the Redemption Account for redemption of the Series 2012 Bonds (see the caption "THE SERIES 2012 BONDS - Redemption - Extraordinary Mandatory Redemption").

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or prepayment prior to maturity of the Series 2012 Note upon a default under the Series 2012 Note and acceleration thereof, surplus funds from the Project Fund, Construction Account pursuant to the Loan Agreement and all other moneys required to be deposited therein pursuant to the provisions of the Indenture. Moneys in the Redemption Account shall be used to redeem Series 2012 Bonds. Such redemption shall be made pursuant to an extraordinary redemption under the provisions of Article IV of the Indenture. The Trustee shall pay the interest accrued on the Series 2012 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

Debt Service Reserve Fund

Except for transfers to the General Account of the General Fund described below, the Trustee will disburse available funds held in the Debt Service Reserve Fund solely for the payment of principal and interest coming due on the Series 2012 Bonds, and only in the event and to the extent that moneys in the General Account and the Redemption Account, of the General Fund and from the Special Reserve Fund, are not sufficient to make such payments. In the event that moneys are withdrawn from the Debt Service Reserve Fund, pursuant to the Indenture and the Loan Agreement the City is obligated to restore the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement. Any obligation of the Bank to restore any deficiency in the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement shall be a limited obligation of the Bank payable solely from Revenues as provided in the Indenture. Pursuant to the Indenture, failure by the Bank to restore the Debt Service Reserve Fund to an amount equal to its Debt Service Reserve Requirement within 360 days after the end of the Fiscal year during which a deficiency occurs is an Event of Default thereunder. See also the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS - Debt Service Reserve Fund."

Amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the General Account of the General Fund; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the City upon receipt of the prior written approval of the Bank.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to certain conditions. See the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS - Debt Service Reserve Fund" for a description of such conditions.

Special Reserve Fund

The Trustee will disburse the funds held in the Special Reserve Fund as follows:

- (i) On the second Business Day prior to an Interest Payment Date, if there are not sufficient moneys in the General Account to pay the interest or principal coming due on the Series 2012 Bonds, to the General Account to the extent of such deficiency.
- (ii) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement.

Rebate Fund

Upon the direction of the Bank and in accordance with the memorandum of compliance provided by the Bank under the Indenture (the "Memorandum of Compliance"), the Trustee will deposit amounts for the benefit of the Bank from the General Account of the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account of the General Fund upon the direction of the Bank in accordance with the Memorandum of Compliance.

Not more than sixty (60) days after ____ 1, 20____, and at intervals of every five (5) years thereafter, upon the written request of the Bank the Trustee will pay to the United States of America ninety percent (90%) of the amount required to be paid to the United States of America as of such payment date. Not later than sixty (60) days following the retirement of all of the Series 2012 Bonds, upon the written request of the Bank the Trustee will pay to the United States of America 100% of the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2012 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Memorandum of Compliance accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2012 Bonds.

Amounts Remaining in Funds or Accounts

Any amounts remaining in any Fund or Account after full payment of all of the Series 2012 Bonds Outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the City, except as provided in Section 3.08 of the Indenture which deals with nonpresentment of Series 2012.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund shall be deposited as received in the General Account of the General Fund; provided that investment income, if any, from assets held in the Debt Service Reserve Fund shall be retained in such Debt Service Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement therein

The Bank (a) has certified in the Indenture to the owners of the Series 2012 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2012 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2012 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2012 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) has covenanted in the Indenture with the owners of the Series 2012 Bonds from time to time Outstanding that,

so long as any of the Series 2012 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2012 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2012 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2012 Bonds to become subject to federal income taxation.

THE LOAN AGREEMENT AND THE SERIES 2012 NOTE

General

The Bank shall loan the proceeds of the Series 2012 Bonds to the City pursuant to the terms and provisions of the Loan Agreement which the Bank will assign (except certain rights retained by the Bank) to the Trustee pursuant to the terms and provisions of the Indenture. To further secure the payment of the Series 2012 Bonds pursuant to the Loan Agreement, the City will execute and deliver the Series 2012 Note, which Series 2012 Note and the Note Payments, the Bank has assigned or will assign to the Trustee.

To further secure the payment of the Series 2012 Bonds, the City will pledge the Net Revenues, as defined hereinafter, of the System.

Application of Loan Proceeds

Simultaneously with the delivery of the Series 2012 Bonds by the Trustee, the Net Proceeds of the Series 2012 Bonds will be transferred by the Trustee, as the assignee for the Bank under the Loan Agreement and the Series 2012 Note, as follows:

\$ _____ to the Project Fund, Construction Account held by the Trustee under the Loan Agreement and disbursed pursuant to requisitions received from the City for the Costs of the Construction Project.

Plans and Specifications; Construction; the Construction Project

At or prior to delivery of the Series 2012 Bonds, but in all events prior to any disbursement of Loan Proceeds from the Project Fund, Construction Account, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, State and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds adjustments or otherwise in connection with the foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Indenture Trustee for deposit into the Project Fund, Construction Account unless recovered after delivery of the Completion Certificate, as hereinafter defined, and full disposition of the Project Fund, Construction Account in accordance with Section 3.5 of the Loan Agreement, in which case they shall be paid into the General Account under the Indenture.

Completion of Construction

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

Payment for Construction Project

Payments of Costs of the Construction Project by the City including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2012 Bonds, shall be made from time to time by the City pursuant to requisitions submitted to the Trustee out of the Project Fund, Construction Account upon presentation to the City (with copies to be furnished to the Bank upon its request) of invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable to the City.

Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction cost based on its reliance with respect to the acceptable completion of such work.

Money in the Project Fund, Construction Account, except as otherwise provided herein, shall be used solely by the Trustee for making disbursements pursuant to requisitions from the City for payment of the Costs of the Construction Project as provided in the Loan Agreement.

Completion of Construction Project

The completion of the Construction Project shall be evidenced to the Trustee (and the Bank upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained in the Project Fund, Construction Account for the payment of Costs of the Construction Project not then due and payable, which shall be retained by the City in the Project Fund, Construction Account held by the Trustee as provided in the Loan Agreement, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Bank or the City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being.

If additional payments out of the Project Fund, Construction Account are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a) of the Loan Agreement.

Upon receipt of the items specified in above and in Section 3.3 of the Loan Agreement, the City shall requisition from the Trustee payment to the City or any payee designated by the City, of the amount requested, including any amount withheld pursuant to Section 3.4 of the Loan Agreement.

Disposition of Surplus Funds

If any moneys remain in the Project Fund, Construction Account (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Project Fund, Construction Account for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall,

notwithstanding anything to the contrary contained in Section 3.4 of the Loan Agreement, be disbursed to or on the order of the City on the terms and conditions set forth in Section 3.3 of the Loan Agreement) shall be used to redeem a portion of the principal of the Series 2012 Bonds at par in the manner provided in the Indenture. Any portion of such moneys not so applied to the redemption of the Series 2012 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Project Fund, Interest Account held by the Trustee under the Loan Agreement, are to be used by the City for the Construction Project and to the extent not needed for the Construction Project, will be used by the City to pay interest on Series 2012 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2012 Bonds.

Insufficient Loan Proceeds

If the moneys in the Project Fund, Construction Account, including interest earned thereon held in the Project Fund, Interest Account, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Bank does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund, Construction Account, including interest earned thereon held in the Project Fund, Interest Account, and which, under the provisions of the Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Project Fund, Construction Account, including interest earned thereon held in the Project Fund, Interest Account, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Bank, the Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable under the Loan Agreement and the Series 2012 Note.

The Loan

The Bank agrees, upon the terms and conditions specified in the Loan Agreement, to lend to the City the Net Proceeds received by the Bank from the sale of the Series 2012 Bonds, by causing such Net Proceeds to be deposited with the Trustee for disposition as provided in the Loan Agreement and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Bank sells the Series 2012 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2012 Bonds. The obligation of the Bank to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2012 Bonds with the Trustee as set forth in the Loan Agreement.

Basic Payments Under the Loan Agreement

Subject to the provisions for prepayment set forth in Section 9.2 of the Loan Agreement, the City agrees to pay the Loan as follows:

(a) The City shall pay to the Indenture Trustee for the account of the Bank an amount equal to the aggregate principal amount of the Series 2012 Bonds Outstanding and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2012 Bonds, such amounts to be paid on the first day of each month as follows:

(i) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2012 Bonds on the next succeeding Interest Payment Date; and

(ii) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2012 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(b) The City shall pay to the Indenture Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2012 Bonds the amounts required for the payment of the purchase or Redemption Price of plus accrued interest on Outstanding Series 2012 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

The City shall remit to the Indenture Trustee for deposit into the General Account of the General Fund under the Indenture (i) monthly those amounts as set forth in the Loan Agreement due under the Series 2012 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2012 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2012 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

(c) On the first day of January and July of each year, commencing January 1, __, and ending on __1, 20__, the City shall provide to the Indenture Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

Pledge of Net Revenues of the System

The principal of and interest on the Series 2012 Note and other amounts due under the Loan Agreement shall be payable solely from the gross revenues of the System less operating and maintenance expenses of the System (the "Net Revenues"). Such an amount of the Net Revenues of the System as will provide for the payments due under the Series 2012 Note and the Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2012 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2012 Note, either as to principal or interest.

Additional Charges

The City agrees to pay as additional charges, when due, each and all of the following:

(a) all Issuance Expenses;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default under

the Loan Agreement, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Bank and Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Bank and Trustee in relation to the Series 2012 Project which are not otherwise required to be paid by the City under the terms of the Loan Agreement and all indemnity payments required to be made under Section 8.4 of the Loan Agreement;

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by Trustee or the Bank at any time, in connection with (i) the preparation, negotiation and execution of the Loan Agreement, the Indenture, the Series 2012 Note, and all other Bond Documents, any amendment of or modification of the Loan Agreement, the Indenture, the Series 2012 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest in the Loan Agreement to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by Bank, the Trustee, the City or any other person in any way relating to the Series 2012 Project, the Note, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to the Trustee and/or the Bank by virtue of the Loan Agreement, the Series 2012 Note, the other Bond Documents or any other Series 2012 Project documents; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City under the Loan Agreement in accordance with the terms of the Loan Agreement or any other Bond Document;

(e) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Trustee's valuation under Section 6.08 of the Indenture, the City will pay directly to the Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date; and

(f) upon notice by the Trustee that any event described in Section 6.08 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice which payment may be made from proceeds of the drawing under a Reserve Fund Credit Facility.

City's Obligations Unconditional

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in the Loan Agreement, and, except as expressly permitted in Section 9.2 of the Loan Agreement (regarding the City's option of prepayment), will not terminate the Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of the Loan Agreement or the Series 2012 Note, or lack of right, power or authority of the Bank to enter into the Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Bank or the Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Bank to perform and observe

any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with the Loan Agreement or the Series 2012 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City under the Loan Agreement shall be paid in full when due without any delay or diminution whatever.

Assignment of Bank's Rights

As security for the payment of the Series 2012 Bonds, the Bank will pledge the amounts payable under the Loan Agreement and under the Series 2012 Note and assign, without recourse or liability, to the Trustee, the Bank's rights under the Loan Agreement (except certain rights retained by the Bank) and the Series 2012 Note. The rights pledged and assigned by the Bank under the Loan Agreement will include the right to receive payments under the Loan Agreement (except the right to receive payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement) and the Bank hereby directs the City to make said payments directly to the Trustee. The City herewith assents to such assignment and will make payments under the Loan Agreement directly to the Trustee without defense or setoff by reason of any dispute between the City and the Trustee.

Establishment of Loan Agreement Funds

The following funds and accounts (the "Loan Agreement Funds") are created and established as special trust funds under the Loan Agreement executed in connection with the Series 2012 Note:

- (a) Project Fund;
 - (i) Construction Account;
 - (ii) Interest Account;
- (b) Debt Service Fund;
- (c) Revenue Fund;
- (d) Operation and Maintenance Fund; and
- (e) Contingent Fund.

All funds created under the Loan Agreement as described above are to be hereinafter referred to as the Loan Agreement Funds.

The amounts in all such Loan Agreement Funds, except the Project Fund and sub-accounts therein, shall be held by the City. The Project Fund and sub-accounts therein shall be held by the Trustee. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law. All moneys or securities deposited with the Trustee or any Depository or received by the City pursuant to Loan Agreement shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purposes of the Loan Agreement.

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by the Loan Agreement or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

Project Fund, Construction Account and Project Fund, Interest Account

There shall be deposited into the Project Fund, Construction Account the amounts required to be so deposited by the provisions of the Loan Agreement. There may also be paid into the Project Fund, Construction Account, at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by the Loan Agreement. All earnings on the investment of moneys in the Project Fund shall be deposited in the Project Fund, Interest Account, and accumulated therein for the purposes set out in Section 5.2 of the Loan Agreement.

Except as otherwise provided in herein, amounts in the Project Fund, Construction Account shall be applied only to pay the Costs of the Construction Project, Issuance Expenses, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

To the extent that the amounts in any other Loan Agreement Fund created under the Loan Agreement are insufficient or unavailable therefor, amounts on deposit in the Project Fund, Construction Account may be applied to pay the Series 2012 Note when due, but only in the event that there shall have been filed with the Trustee (a) a certificate of an Authorized City Representative in form and substance satisfactory to the Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2012 Bonds when and as the same shall become due in accordance with their terms, (ii) that such payment will not result in a violation of the provisions of Section 8.5 of the Loan Agreement, and (iii) in reasonable detail, the basis for such certification, and (b) an Opinion of Counsel satisfactory to the Trustee that such payment will not result in a violation of any applicable existing law.

At any time, the City may apply amounts in the Project Fund, Construction Account to the prepayment of the Series 2012 Note in accordance with its terms and the provisions of Section 9.2 of the Loan Agreement, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

Revenue Fund

All System Revenues shall be set aside as collected by the City and shall be deposited into the Revenue Fund to be utilized for the purpose of accounting for System Revenues. Monies in said fund shall not be subject to lien or attachment by any creditor of the City and shall be allocated and deposited by an Authorized City Representative to the extent available in the order of preference as set forth in the Loan Agreement without further direction of or action by the City.

Operation and Maintenance Fund

In addition to amounts required to be deposited in the Operation and Maintenance Fund pursuant to Section 5.3(1) of the Loan Agreement, there may also be deposited in the Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by the Loan Agreement. Moneys in the Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 of the Loan Agreement.

Contingent Fund

Funds in the Contingent Fund may be (i) transferred to the Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; or (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

Debt Service Fund

Pursuant to the terms and conditions of the Loan Agreement, the City shall pay out of the Debt Service Fund

(a) on the first day of each month, commencing ____ 1, 20__ for interest payments and commencing ____ 1, 20__ for principal payments, following the delivery date of the Series 2012 Bonds, to the Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2012 Bonds the amount required for the payment of the principal of and the interest due on the Outstanding Series 2012 Bonds in the amounts as follows:

(i) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2012 Bonds on the next succeeding Interest Payment Date; and

(ii) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2012 Bonds;

provided however, that the obligation of the City to make any such payment out of the Debt Service Fund shall be reduced by the amount of any reduction under the Indenture of the amount of any corresponding payment required to be made by the Bank thereunder; and

(b) to the Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2012 Bonds the amounts required for the payment of the purchase or Redemption Price of plus accrued interest on Outstanding Series 2012 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

Construction Project Operation and Maintenance

The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable State and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

Transfer of City's Interest in the Construction Project and/or the System

The City shall not:

(a) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(b) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

Rates and Charges

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with the Section 21-27-23, Mississippi Code of 1972, as amended and in accordance with those rate covenants Loan Agreement until payment in full of the Series 2012 Note and discharge of the obligations of the City under the Loan Agreement.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this section will not be reduced unless:

(i) the amount then on deposit in the Debt Service Reserve Fund shall not be less than an amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(ii) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of all Debt Service Payments on the Series 2012 Note, and payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Series 2012 Bonds.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the aggregate of all Debt Service Payments on the Series 2012 Note and the payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Series 2012 Bonds and all other required Fund allocations and other payments provided for in the Loan Agreement and the Series 2012 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or the Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Trustee.

Sale or Encumbrance

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any

time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than the proceeds of the Series 2012 Note, but any paid proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be paid to the Trustee and deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

Issuance of Parity Indebtedness or Subordinate Indebtedness

- (a) The City shall not issue Parity Indebtedness unless:
 - (i) prior to such issuance, for any additional Parity Indebtedness, the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;
 - (ii) no default or Event of Default shall have occurred and be continuing under the Loan Agreement, the Series 2012 Note or under the Indenture; and
 - (iii) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual debt service payments in any succeeding Note Year on the Series 2012 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for the services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payments in any succeeding Note Year on the Series 2012 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).
- (b) The City also reserves the right to issue indebtedness secured by liens on and pledges or revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

Covenant for the Benefit of the Trustee and the Bondholders

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under the Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement) to the Trustee as security for the payment of the principal of and interest and redemption premiums, if any, on the Series 2012 Bonds, and the payment of all fees and expenses of the Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI of the Indenture pursuant to the terms and conditions of the Indenture to secure payment of the Series 2012 Bonds. Each of the terms and provisions of the Loan Agreement is a covenant for the use and benefit of the Trustee and the Holders of the Series 2012 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2012 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Trustee and paying agent, all references in the Loan Agreement to the Series 2012 Bonds, the Holders thereof and the Trustee shall

be ineffective, and neither the Trustee nor the Holders of any of the Series 2012 Bonds shall thereafter have any rights under the Loan Agreement, save and except those that shall have theretofore vested or that arise from provisions under the Loan Agreement which survive termination of the Loan Agreement.

Tax Covenants

In order to maintain the exclusion from gross income for Federal income tax purposes of interest on the Series 2012 Bonds, and for no other purpose, the City covenants in the Loan Agreement to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees in the Loan Agreement to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2012 Bonds, as such Tax Certificate may be amended from time to time.

The City covenants and agrees with the Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2012 Bonds, would cause the Series 2012 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

Prepayment of the Note and Termination of the Loan Agreement

Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Trustee to call for redemption prior to maturity the Outstanding Series 2012 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2012 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. The Series 2012 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture or transferred from the Project Fund to the Redemption Account or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2012 Note upon a default under the Series 2012 Note, or acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2012 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due under the Loan Agreement to effectuate said redemption.

Events of Default

Any one or more of the following events is an Event of Default under the Loan Agreement, and the term "Event of Default," wherever used in the Loan Agreement, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

- (a) if the City shall fail to pay any Basic Payments due under the Loan Agreement;
- (b) if there is a declaration or proceeding in bankruptcy regarding the City;
- (c) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;

(d) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under the Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City with said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(e) if the City shall be dissolved;

(f) if any representation or warranty made by the City in the Loan Agreement, or by an officer or representative of the City in any document or certificate furnished the Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and

(g) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

Remedies

(a) Whenever any Event of Default specified in subsection (a) in the previous section, shall have happened and be continuing the Trustee shall declare all the Basic Payments payable for the remainder of the Term of the Loan Agreement (an amount equal to that necessary to pay in full the Series 2012 Note and the interest thereon assuming acceleration of the Series 2012 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City but only if the acceleration of payment of the Series 2012 Bonds has been declared by the Trustee under Section 10.02 of the Indenture;

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(i) the Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under the Loan Agreement, the Series 2012 Note or any related instrument; or to otherwise compensate the Issuer, Trustee or Bondholders for any damages on account of such Event of Default; and

(ii) the Issuer (without the prior written consent of the Trustee if the Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 of the Loan Agreement and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this section, even if the Trustee is exercising the rights of the Issuer under the Loan Agreement.

FINANCIAL GUARANTY INSURANCE POLICY

SURETY BOND

Debt Service Reserve Fund _____ Surety Bond

The Indenture requires the establishment of a Debt Service Reserve Fund in an amount equal to the Debt Service Reserve Requirement. The Indenture authorizes the Bank to obtain a Surety Bond in place of fully funding the Debt Service Reserve Fund. Accordingly, application has been made to _____ for the issuance of a Surety Bond for the purpose of funding the Debt Service Reserve Fund (see the "Indenture" herein). The Series 2012 Bonds will only be delivered upon the issuance of such Surety Bond. The premium on the Surety Bond is to be fully paid at or prior to the issuance and delivery of the Series 2012 Bonds. The Surety Bond provides that upon the later of (i) one (1) day after receipt by _____ of a demand for payment executed by the Trustee certifying that provision for the payment of principal of or interest on the Series 2012 Bonds when due has not been made or (ii) the interest payment date specified in the Demand for Payment submitted to _____, _____ will promptly deposit funds with the Trustee sufficient to enable the Trustee to make such payments due on the Series 2012 Bonds, but in no event exceeding the Surety Bond Coverage, as defined in the Surety Bond.

Pursuant to the terms of the Surety Bond, the Surety Bond Coverage is automatically reduced to the extent of each payment made by _____ under the terms of the Surety Bond and the Bank is required to reimburse _____ for any draws under the Surety Bond with interest at a market rate. Upon such reimbursement, the Surety Bond is reinstated to the extent of each principal reimbursement up to but not exceeding the Surety Bond Coverage. The reimbursement obligation of the Bank is subordinate to the Bank's obligations with respect to the Series 2012 Bonds.

In the event the amount on deposit, or credited to the Debt Service Reserve Fund, exceeds the amount of the Surety Bond, any draw on the Surety Bond shall be made only after all the funds in the Debt Service Reserve Fund have been expended. In the event that the amount on deposit in, or credited to, the Debt Service Reserve Fund, in addition to the amount available under the Surety Bond, includes amounts available under a letter of credit, insurance policy, Surety Bond or other such funding instrument (the "Additional Funding Instrument"), draws on the Surety Bond and the Additional Funding Instrument shall be made on a pro rata basis to fund the insufficiency. The Indenture provides that the Debt Service Reserve Fund shall be replenished in the following priority: (i) principal and interest on the Surety Bond and on the Additional Funding Instrument shall be paid from first available Revenues on a pro rata basis; (ii) after all such amounts are paid in full, amounts necessary to fund the Debt Service Reserve Fund to the required level, after taking into account the amounts available under the Surety Bond and the Additional Funding Instrument shall be deposited from next available Revenues.

The Surety Bond does not insure against nonpayment caused by the insolvency or negligence of the Trustee or the Paying Agent.

See "FINANCIAL GUARANTY INSURANCE POLICY – Available Information" and "Incorporation of Certain Documents by Reference" herein for additional information regarding _____.

THE SERIES 2012 BONDS AS LEGAL INVESTMENTS

The Series 2012 Bonds shall be legal investments in which all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be

authorized to invest funds, including capital, in their control or belonging to them. The Series 2012 Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2012 Bonds or prohibiting the Bank from providing the Loan to the City with the proceeds of such Series 2012 Bonds or in any way contesting or affecting the validity of the Series 2012 Bonds, any proceedings of the Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Series 2012 Bonds. Neither the creation, organization or existence of the Bank nor the title of any of the present Directors or other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the City, threatened any litigation restraining or enjoining the execution or delivery of the Loan Agreement or the Series 2012 Note or prohibiting the City from delivering the Series 2012 Note to the Bank or in any way contesting or affecting the validity of the Loan Agreement or the Series 2012 Note, any proceedings of any of the City taken with respect to the execution and delivery thereof or the pledge or application of any moneys or security provided for the payment of the Series 2012 Note.

TAX MATTERS

In the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, Bond Counsel, interest on the Series 2012 Bonds is excludable from gross income for federal tax purposes, pursuant to Section 103 of the Code. The opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC is based on certain certifications, covenants and representations of the Bank and the City (collectively, "Tax Covenants") and is conditioned on continuing compliance therewith.

In the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Bond Counsel, interest on the Series 2012 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. This opinion relates only to the exemption of interest on the Series 2012 Bonds for State income tax purposes.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2012 Bonds as a condition to the exclusion from gross income of interest on the Series 2012 Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Series 2012 Bonds to be included in gross income of the holders thereof for federal tax purposes retroactive to their respective dates of issue irrespective of the date on which such noncompliance occurs. Should the Series 2012 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2012 Bonds would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bank and the City will not take or fail to take any action with respect to the Series 2012 Bonds, if such action or omission would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Series 2012 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any other manner which would adversely affect such exclusion; (ii) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2012 Bonds are Outstanding which would cause the Series 2012 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (iii) if required by the Code, the Bank and the City will rebate any necessary amounts to the United States of America. It is not an Event of Default under the

Indenture if interest on the Series 2012 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code, which is not in effect on the respective dates of issuance of the Series 2012 Bonds.

The interest on the Series 2012 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Series 2012 Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax and the environmental tax imposed by Section 59A of the Code.

Although Bond Counsel has rendered an opinion that interest on the Series 2012 Bonds is excluded from federal gross income and exempt from State income tax, the accrual or receipt of interest on the Series 2012 Bonds may otherwise affect a bondholder's federal income tax or State tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2012 Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Series 2012 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2012 Bonds.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2012 Bonds by the Bank are subject to the approval of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, Bond Counsel, whose approving opinion will be delivered with the Series 2012 Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, and for the City, by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi.

Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Bond Counsel for the Bank, is also serving as (i) Bond Counsel for the City, in connection with the execution and delivery of the Loan Agreement and the Series 2012 Note; and (ii) disclosure counsel to the Original Purchaser.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2012 Bonds upon an Event of Default under the Indenture or under the terms of the Loan Agreement and the Series 2012 Note are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Loan Agreement and the Series 2012 Note may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2012 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

CONTINUING DISCLOSURE

On November 10, 1994, the Securities and Exchange Commission (the "Commission") amended Rule 15c2-12 which was originally adopted by the Commission in 1989 under the Securities Exchange

Act of 1934 and set forth certain disclosure requirements relating to a primary offering of municipal securities. The amendments to Rule 15c2-12, which are effective beginning July 3, 1995, add to the existing disclosure obligations relating to municipal securities by requiring that, prior to purchasing or selling municipal securities, brokers, dealers and municipal securities dealers must reasonably determine that the issuer of such municipal securities, together with any other "obligated persons," within the meaning of Rule 15c2-12, have entered into an undertaking for the benefit of bondholders to make certain information available to bondholders on a continuing basis. The Bank and the City are "obligated persons" with respect to the Series 2012 Bonds within the meaning of Rule 15c2-12.

The City and the Bank will enter into a written undertaking with the Trustee for the benefit of Bondholders to deliver, or cause to be delivered, to each "nationally recognized municipal securities information repository," within the meaning of Rule 15c2-12, and certain other entities described in Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), the information described herein.

In the Bank's Undertaking, the Bank has agreed to deliver to the Repositories notices of certain events relating to the Series 2012 Bonds and the Bank, if the Bank deems such events to be material. In the City's undertakings, the City has agreed to cause the delivery to the Repositories (i) annual financial information relating to the City and the System and (ii) certain events relating to the City undertakings if the City deems such events to be material.

For a summary of the City's and the Bank's undertakings, see "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

RATING

It is anticipated that Moody's Investors Service will assign its municipal bond rating of "Aaa" to the Series 2012 Bonds with the understanding that upon delivery of the Series 2012 Bonds, a financial guaranty insurance policy insuring the payment when due of the principal of and interest on the Series 2012 Bonds will be issued by _____.

FINANCIAL ADVISOR

The Bank has retained Government Consultants, Inc., Jackson, Mississippi, as independent financial advisor (the "Financial Advisor") in connection with the sale and issuance of the Series 2012 Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the Bank with respect to the preparation of documents, the preparation for the sale of the Series 2012 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2012 Bonds. Although the Financial Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

UNDERWRITING

The Series 2012 Bonds have been sold by negotiated sale to _____, Memphis, Tennessee, by the City, and said Original Purchaser has agreed to purchase the Series 2012 Bonds at a price of \$ _____ (representing the par amount of the Series 2012 Bonds plus a net original issue premium of \$ _____ less an Original Purchaser's discount of \$ _____). No assurance can be given that any trading market will develop for the Series 2012 Bonds after their initial sale to said Original Purchaser. The City has no control over the prices at which the Series 2012 Bonds will initially be reoffered to the public.

VALIDATION

The Series 2012 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the Loan Agreement contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions (See "APPENDIX C - FORM OF INDENTURE OF TRUST" and "APPENDIX D - FORM OF LOAN AGREEMENT" herein). The attached APPENDICES are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the Loan Agreement and the supplemental materials furnished to the Bank by the City may be obtained upon request directed to the Bank.

Neither any advertisement of the Series 2012 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2012 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intend

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to the Original Purchaser of the Series 2012 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: /s/ William T. Barry
Executive Director

APPENDIX A
INFORMATION ON THE CITY

APPENDIX B
INFORMATION ON THE SYSTEM

APPENDIX C
FORM OF BOND COUNSEL OPINION

FORM OF BOND COUNSEL OPINION

Upon the delivery of the Series 2012 Bonds, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Bond Counsel, proposes deliver an opinion in substantially the following form:

Mississippi Development Bank
Jackson, Mississippi

Re: Mississippi Development Bank \$_____ Special Obligation Bonds, Series 2012
(Hattiesburg, Mississippi Combined Water and Sewer System Construction Project),
dated _____, 2012 (the "Series 2012 Bonds")

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Mississippi Development Bank ("Issuer") of its Series 2012 Bonds pursuant to an Indenture of Trust ("Indenture"), dated as of _____, 2012 between the Issuer and Hancock Bank, Gulfport, Mississippi, as Trustee ("Trustee"). We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2012 Bonds and such other papers as we deem necessary to render this opinion, including the Issuer's tax covenants and representations made in the Indenture and tax certificates and the City's (as defined in the Indenture) tax covenants and representations and certificates (collectively, "Tax Representations and Covenants").

Capitalized terms not defined herein shall have the definitions set forth in the Indenture and the Loan Agreement.

We have relied upon the certified transcript of proceedings and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Series 2012 Bonds are the valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2012 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2012 Bonds under the Indenture.

2. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create of the Funds and Accounts and the Series 2012 Note, including the investments thereof, subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under statutes, decisions, regulations and rulings existing on this date, interest on the Series 2012 Bonds is exempt from income taxation in the State of Mississippi. This opinion relates only to the tax exemption of interest on the Series 2012 Bonds from State income tax.

4. Under federal statutes, decisions, regulations and rulings existing on this date interest on the Series 2012 Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"). This opinion relates only to the exclusion from gross income of interest on the Series 2012 Bonds for federal income tax purposes under Section 103 of the Code and is conditioned on continuing compliance

by the Issuer and the City with the Tax Representations and Covenants. Failure to comply with the Tax Representations and Covenants could cause interest on the Series 2012 Bonds to lose the exclusion from gross income for federal income tax purposes retroactive to their date of issue. No opinion is expressed upon the consequences of owning the Series 2012 Bonds under any section of the Code other than Section 103.

5. To the best of our knowledge, the information contained in the Official Statement under the captions "INTRODUCTION," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS," "DESCRIPTION OF THE SERIES 2012 BONDS," "APPLICATION OF THE PROCEEDS OF THE SERIES 2012 BONDS," "REVENUE, FUNDS AND ACCOUNTS UNDER THE INDENTURE," "OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE," "THE LOAN AGREEMENT AND THE SERIES 2012 NOTE," "TAX MATTERS," "LEGAL MATTERS," "CONTINUING DISCLOSURE," "MISCELLANEOUS" and in APPENDIX C and D insofar as such information purports to summarize certain provisions of the Bond Documents, presents a fair and accurate summary of such provisions. To the best of our knowledge, the information under the aforesaid captions also does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

It is to be understood that the rights of the owners of the Series 2012 Bonds and the enforceability of the Series 2012 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Very truly yours,

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

APPENDIX D
FORM OF CONTINUING DISCLOSURE AGREEMENT

**CONTINUING DISCLOSURE AGREEMENT
BY AND AMONG THE MISSISSIPPI DEVELOPMENT BANK,
THE CITY OF HATTIESBURG, MISSISSIPPI
AND THE HANCOCK BANK, GULFPORT,, MISSISSIPPI,
AS TRUSTEE**

DATED AS OF _____, 2012

In Connection with the Sale and Issuance of \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated as of _____, 2012 (the "Series 2012 Bonds");

WHEREAS, the Mississippi Development Bank (the "Bank") has heretofore authorized the issuance of the Series 2012 Bonds which are more particularly described in the Official Statement of the Bank in connection with the Series 2012 Bonds, dated _____, 2012 (the "Official Statement"); and

WHEREAS, the Bank has sold the Series 2012 Bonds through competitive sale to _____, _____, _____ (the "Original Purchaser"); and

WHEREAS, in the Bond Purchase Agreement and the Preliminary Official Statement, dated _____, 2012 (the "Preliminary Official Statement"), the Bank has heretofore acknowledged that the Original Purchaser may not purchase or sell the Series 2012 Bonds unless it has reasonably determined that the Bank has undertaken in a written agreement for the benefit of the holders or beneficial owners of the Series 2012 Bonds to provide certain continuing disclosure information as required by Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), and the Bank desires to assist the Original Purchaser of the Series 2012 Bonds in complying with the Rule; and

WHEREAS, in order to assist the Original Purchaser in complying with the Rule, the Bank and the City of Hattiesburg, Mississippi (the "City") have agreed to enter into this Continuing Disclosure Agreement (the "Agreement") with Hancock Bank, Gulfport, Mississippi (the "Trustee"), for the benefit of the holders from time to time of the Series 2012 Bonds to provide certain information as required by the Rule (as hereinafter defined).

NOW, THEREFORE, THE BANK AND THE CITY HEREBY REPRESENT, COVENANT AND AGREE AS FOLLOWS:

SECTION 1. Definitions. In addition to the terms defined above, the following capitalized terms shall have the meanings ascribed thereto below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

"Bank Annual Financial Information" shall mean the information summarized herein below under the heading "Annual Financial Information - Bank Undertaking."

"Bond Insurer" shall mean _____ whose notice address is as follows:

One State Street Plaza
New York, New York 10004
Attention: Surveillance Department
and General Counsel Office

"City Annual Financial Information" shall mean the information summarized herein below under the heading "Annual Financial Information - City Undertaking."

"Independent Accountant" shall mean any firm of certified public accountants appointed by the City which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants or the State Auditor.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for the purposes of the Rule. Currently, the following are National Repositories:

Bloomberg Municipal Repository
100 Business Park Drive
Skillman, NJ 08558
Telephone: (609) 279-3225
Fax: (609) 279-5962
E-Mail: Munis@Bloomberg.com

Standard & Poor's Securities Evaluations, Inc.
55 Water Street, 45th Floor
New York, NY 10041
Telephone: (212) 438-4595
Fax: (212) 438-3975
E-Mail: NRMSIR_repository@sandp.com

DPC Data Inc.
1 Executive Drive
Fort Lee, NJ 07024
Telephone: (201) 346-0701
Fax: (201) 947-0107
E-Mail: nrmsir@dpcdata.com

FT Interactive Data
Attn: NRMSIR
100 William Street
New York, NY 10038
Telephone: (212) 771-6999
Fax: (212) 771-7390
E-Mail: nrmsir@ftid.com

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Mississippi.

"State Repository" shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Agreement, there is no State Repository.

SECTION 2. General. Nothing in this Agreement shall prevent the Bank, or the City from disseminating any information in addition to that required by this Agreement. If the Bank or the City disseminates any such additional information, neither the Bank nor the City, respectively, shall have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the Bank, the City, or the Trustee in complying with this Agreement shall be paid by the City.

SECTION 3. Bank Undertaking. The Bank hereby agrees for the benefit of the holders of the Series 2012 Bonds to provide:

(a) to each Repository and the Bond Insurer no later than 180 days after the end of each fiscal year

(i) the Bank Annual Financial Information for such fiscal year; or

(ii) notice of the Bank's failure to provide the Bank Annual Financial Information; and

(b) to each Repository or to the Municipal Securities Rulemaking Board, the Bond Insurer and the State Repository, if any, in a timely manner, notice of any of the following events:

(A) principal and interest payment delinquencies; (B) non-payment related defaults; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers or their failure to perform; (F) adverse tax opinions or events affecting the tax-exempt status of the Series 2012 Bonds; (G) modifications to rights of holders of the Series 2012 Bonds; (H) Series 2012 Bond calls; (I) defeasances; (J) release, substitution or sale of property securing repayment of the Series 2012 Bonds; and (K) rating changes; and

(c) to each Repository and the Bond Insurer, in a timely manner, events which, in the opinion of an authorized officer of the Bank, had, or will have, a material effect on the financial condition or operations of the Bank.

SECTION 4. City Undertaking. The City hereby agrees for the benefit of holders of the Series 2012 Bonds to deliver, or cause to be delivered:

(a) to each Repository and the Bond Insurer no later than 180 days after the end of each fiscal year

(i) the City's Annual Financial Information relating to such fiscal year together with audited financial statements of the combined water and sewer system (the "System") for such fiscal year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, the City shall deliver or cause to be delivered such audited financial statements, if any, to each Repository when they become available (but in no event later than 350 days after the end of such fiscal year); or

(ii) notice of the failure of the City to provide the City Annual Financial Information; and

(b) to each Repository or to the Municipal Securities Rulemaking Board, the Bond Insurer and the State Repository, if any, in a timely manner, notice of any of the following events:

(A) principal and interest payment delinquencies; (B) non-payment related defaults; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers or their failure to perform; (F) adverse tax opinions or events affecting the tax-exempt status of the Series 2012 Bonds; (G) modifications to rights of holders of the Series 2012 Bonds; (H) Series 2012 Bond calls; (I) defeasances; (J) release, substitution or sale of property securing repayment of the Series 2012 Bonds; and (K) rating changes; and

(c) to each Repository and the Bond Insurer, in writing, in a timely manner notice of events which, in the opinion of an authorized officer of the City had, or will have, a material effect on the financial condition or operations of the City or the System.

SECTION 5. Annual Financial Information.

General. The contents, presentation and format of the Bank Annual Financial Information and the City Annual Financial Information may be modified from time to time as determined in the judgment of the Bank and the City to conform to changes in the Rule to disclosure principles or practices and legal requirements followed by or applicable to the Bank or the City, provided that such modifications shall comply with the requirements of the Rule.

Bank Undertaking. Bank Annual Financial Information is defined to include:

- (a) a brief narrative discussion of the results of operations and financial condition to the Bank for such fiscal year if financial statements for such fiscal year have been prepared; and
- (b) updated financial and operating information relating to the following sections of the Official Statement: "THE MISSISSIPPI DEVELOPMENT BANK."

City Undertaking. City Annual Financial Information is defined to include:

- (a) a brief narrative discussion of the results of operations and financial condition of the City and the System for such fiscal year; and
- (b) updated financial and operating information relating to the City and the System set forth in the tables and text in the following sections of the Official Statement: "APPENDIX A - INFORMATION ON THE CITY" and "APPENDIX B - INFORMATION ON THE SYSTEM."

SECTION 6. Financial Statements. The annual financial statements for the City and the System for each fiscal year shall be prepared in accordance with generally accepted accounting principles in effect from time to time. Such financial statements shall be audited by an Independent Accountant.

SECTION 7. Remedies. This Agreement is enforceable in accordance with its terms by any Bondholder either directly or as a third party beneficiary. Any Bondholder shall have the rights, for the equal benefit and protection of all Bondholders, by mandamus or other suit or proceeding at law or in equity, to enforce its rights against the Bank and the City and any of the officers, agents and employees of the Bank and the City, and to compel the Bank and the City or any such officers, agents or employees to perform and carry out their duties under their respective undertakings; provided that such rights shall be limited to an action to compel specific enforcement of the obligations of the Bank and the City hereunder and shall not include any rights to monetary damages.

The Trustee shall not be obligated or liable to any Bond Owner or other party with respect to any aspect of the implementation, operation or enforcement of any Undertaking set forth herein. If the Trustee is made a party to any litigation or legal action involving any Undertaking, the City shall pay the legal fees and related costs and expenses of the Trustee in connection with such litigation or legal action.

SECTION 8. Amendments. This Agreement may be amended, changed or modified pursuant to a written instrument signed by the Bank, the City, and the Trustee, without the consent of any of the Bondholders, (a) to comply with the provisions of the Rule, (b) to cure any ambiguity, remedy any omission, or cure or correct any defect or inconsistent provision in the undertakings of the Bank and the

City, or (c) if the Bank or the City make a determination that any such amendment will not have a material adverse effect on the interest of the Bondholders; provided, that any such amendment, change or modification comply with the provisions of the Rule.

SECTION 9. Parties in Interest; Governing Law. This Agreement is executed and delivered for the sole benefit of the holders of the Series 2012 Bonds, the Bank, the City, the Bond Insurer and the purchaser of the Series 2012 Bonds and shall be governed by the laws of the State.

SECTION 10. Termination. The undertaking of the Bank and the City hereunder shall terminate on the earlier of (a) December 31, 2012, in the event that the Series 2012 Bonds have not been issued by such date; (b) such date that the Rule, or the provisions thereof are no longer effective; or (c) the date upon which there are no Outstanding Series 2012 Bonds.

SECTION 11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Bank, the City and the Trustee each have caused this Agreement to be executed by its respective officers, duly authorized, all as of the date first above written.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By: _____
Secretary

(SEAL)

THE CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

By: _____
City Clerk

ACCEPTED BY:

HANCOCK BANK
GULFPORT, MISSISSIPPI, as Trustee

By _____
Title _____

APPENDIX E

**CITY OF HATTIESBURG MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM
FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION FOR YEAR ENDED
SEPTEMBER 30, 20__
AND
BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012**

**FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION FOR YEAR ENDED
SEPTEMBER 30, 20__**

**BUDGET FOR FISCAL YEAR ENDING
SEPTEMBER 30, 2012**

EXHIBIT H

SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY

Jackson 7398531v1

1367576v4

EXHIBIT D
FORM OF BOND PURCHASE AGREEMENT

Jackson 7400517v1

§ _____

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2012
(HATTIESBURG, MISSISSIPPI COMBINED
WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)
BOND PURCHASE AGREEMENT

_____, 2012

Attention: William T. Barry, Executive Director
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned _____, _____, _____ (the "Underwriter"), offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Hattiesburg, Mississippi (the "City") which, upon your acceptance of this offer as evidenced by your execution hereof, will be in full force and effect in accordance with its terms and binding upon you, the Underwriter and the City.

This offer is made subject to acceptance by you of this agreement on or before ____:____ o'clock ____M., Central Daylight Savings Time on _____, 2012. Unless otherwise provided, the terms used in this Bond Purchase Agreement shall have the meanings set forth in the form of the Indenture of Trust to be dated as of the date of delivery of the Series 2012 Bonds, as hereinafter defined (the "Indenture"), by and between the Bank and Hancock Bank, Jackson, Mississippi (the "Trustee"), as previously approved by the Bank.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$_____ aggregate principal amount of the Bank's Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2012 Bonds"), at the purchase price of \$_____ (such price representing the principal amount of the Series 2012 Bonds less \$_____ of original issue discount). The Series 2012 Bonds will be limited obligations of the Bank and will be issued under and pursuant to, and are to be secured by, the Indenture. The Series 2012 Bonds shall mature on the date or dates as stated, shall bear interest payable on ____ 1, 20____, and semiannually thereafter on ____ 1 and ____ 1 in each year, at the rate or rates as

stated, shall be redeemable prior to maturity and shall have the other terms and provisions as stated in the Indenture.

2. The Underwriter intends to make an initial bona fide public offering of all of the Series 2012 Bonds at the initial public offering price or prices (or at yield or yields) set forth on **EXHIBIT I**. After such initial bona fide public offering, the Underwriter reserves the right to change such initial offering price or prices (or yield or yields) without any requirement of prior notice. The foregoing notwithstanding, the Underwriter may offer and sell the Series 2012 Bonds to certain dealers (including dealers depositing the Series 2012 Bonds into investment trusts) at prices lower (or yields higher) than the public offering prices (or yields) set forth in **EXHIBIT I**. In making such initial offering, the Underwriter agrees to comply with all securities laws, rules and regulations applicable to the Underwriter and the Series 2012 Bonds in connection with such initial offering.

3. As soon as practicable after the date hereof, and in any event not later than seven business days from the date hereof, the Bank shall deliver to the Underwriter not to exceed ____ copies of the final Official Statement dated the date hereof (the "Official Statement"), at the cost of the City executed by the Bank (which Official Statement shall be substantially in the form of the Preliminary Official Statement dated _____, 2012 (the "Preliminary Official Statement"), incorporating only such changes as are contained in the draft Official Statement and such other changes from such Preliminary Official Statement as are approved by the Bank, the Underwriter and the City. The Bank and City authorize the use of the Official Statement (or drafts thereof prior to availability of the Official Statement) in connection with the public offering or sale of the Series 2012 Bonds and ratify and approve the prior use of the Preliminary Official Statement. If between the date of this Bond Purchase Agreement and the date which is 90 days after the end of the underwriting period for the Series 2012 Bonds, as defined in paragraph (e)(2) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), any event shall occur or be discovered which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Bank and the City shall notify the Underwriter thereof, and if in the opinion of the Bank and the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Bank and the City, at the sole expense of the City, will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and will furnish such supplemented or amended Official Statement to the Underwriter in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and the Rules of the Municipal Securities Rulemaking Board (the "MSRB"); provided, however, that if such event shall occur on or prior to the Closing (as hereinafter defined) and if in the opinion of the Underwriter the occurrence of such event materially and adversely affects the market for the Series 2012 Bonds, the Underwriter in its sole discretion shall have the right to terminate its obligations hereunder by written notice to the Bank and the City (whereupon the Bank and the City shall have no obligation under this paragraph to supplement or amend the Official Statement), and thereafter the Underwriter shall be under no obligation to purchase and pay for the Series 2012 Bonds. The Bank and the City agree that they shall not, prior to the date which is 90 days after the end of the underwriting period, adopt any amendment of or supplement to the Official Statement except as set forth in this paragraph. The

Underwriter agrees to notify the Bank and the City of the end of such underwriting period; provided that the failure to give such notice shall not affect the Bank's responsibilities herein.

The City will reimburse the Underwriter against any losses, claims, damages or liabilities, joint or several, to which the Underwriter may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and the City will reimburse the Underwriter for any legal or other expenses reasonably incurred by the Underwriter in connection with investigating or defending any such action or claim. The obligations of the City in this paragraph shall be in addition to any other obligations which the City may otherwise have.

The Bank represents that it has, or agrees to: authorize, execute and deliver the Indenture, this Bond Purchase Agreement and the Loan Agreement, to be dated as of the delivery date of the Series 2012 Bonds, between the City and the Bank (the "Loan Agreement"), which is secured by the City's \$ _____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2012 Note"), and which is to be executed by the City and assigned by the Bank to the Trustee, and the Continuing Disclosure Agreement relating to the Series 2012 Bonds (the "Continuing Disclosure Agreement") prior to the Closing Date with only such changes therein from the forms thereof on the date hereof as are approved by the Underwriter, the Closing in all events to be deemed such approval.

The City has authorized and agrees to execute and deliver the Loan Agreement, the Series 2012 Note, this Bond Purchase Agreement and the Continuing Disclosure Agreement.

4. The Bank hereby represents and warrants to and covenants with the Underwriter that:

(a) The Bank is and will be as of the date of the Closing a public body corporate and politic of the State of Mississippi.

(b) The Bank is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the issuance of the Series 2012 Bonds; (ii) issue the Series 2012 Bonds for the purposes described in the Official Statement; (iii) lend the proceeds of the Series 2012 Bonds to the City for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the Official Statement; and (v) pledge and assign to the Trustee certain of the Bank's rights under the Loan Agreement and the Series 2012 Note, pursuant to the Indenture, as security for the payment of the Series 2012 Bonds.

(c) The Bank has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2012 Bonds, the Indenture, the Loan Agreement and the Official Statement.

(d) The information contained in the sections of the Preliminary Official Statement and the Official Statement captioned "INTRODUCTION" (to the extent applicable to the Bank), "Purpose of the Series 2012 Bonds", "THE MISSISSIPPI DEVELOPMENT BANK", "LITIGATION" (to the extent applicable to the Bank), and "VALIDATION" is, in the case of the Preliminary Official Statement, and, in the case of the Official Statement will be on the date thereof and as of the date of Closing, true and correct in all material respects; such sections of the Preliminary Official Statement do not contain and such sections of the Official Statement will not, as of the date of delivery of the Official Statement or as of the date of Closing, contain any untrue statement of a material fact; and such sections of the Preliminary Official Statement do not omit and such sections of the Official Statement will not omit as of the date of delivery of the Official Statement or the date of Closing, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The Bank shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2012 Bonds upon the terms set forth herein, in the Official Statement and in the Indenture; (ii) the loan of the proceeds thereof to the City and the use of such proceeds as contemplated by the Official Statement; (iii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2012 Bonds, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iv) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Indenture and the Loan Agreement.

(f) The Series 2012 Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding special limited obligations of the Bank enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the Bank has occurred since the date of the Preliminary Official Statement, or is expected by the Bank to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading.

(h) The resolution of the Bank, authorizing the issuance and sale of the Series 2012 Bonds adopted on May 10, 2012 (the "Bank Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(i) The Bank will direct the Trustee to apply the proceeds from the sale of the Series 2012 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the Bank.

(j) The Bank is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the Bank, could adversely affect the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture and the Continuing Disclosure Agreement.

(k) The Bank is not, in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the Bank's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement or the Indenture.

(l) The execution and delivery by the Bank of this Bond Purchase Agreement, the Official Statement, the Series 2012 Bonds, the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2012 Note and the compliance by the Bank with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the Bank a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the Bank or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2012 Bonds, no litigation or proceeding to which the Bank is a party is pending or, to the knowledge of the Bank, threatened against or affecting the Bank (i) contesting the due organization or valid existence of the Bank, (ii) to restrain or enjoin the issuance or delivery of the Series 2012 Bonds, the application of the proceeds thereof, the functioning of the Bank or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement or the Series 2012 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2012 Bonds, the Indenture, the Loan Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2012 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, Loan Agreement or the Series 2012 Note, or (iv) in any way contesting the right and power of the Bank to take the actions to be taken by the Bank contemplated by such documents. To the knowledge of the Bank, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before

or by any Court, public board or body pending or threatened against or affecting the Bank (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the Bank is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The Bank covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the Bank made herein to be untrue as of the Closing.

(o) The Bank agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2012 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The Bank consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The Bank agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

5. The City hereby represents and warrants to and covenants with the Underwriter that:

(a) The City is and will be as of the date of the Closing a municipality organized and existing under the laws of the State of Mississippi.

(b) The City is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the borrowing of the proceeds of the Series 2012 Bonds; (ii) execute and deliver the Series 2012 Note for the purposes described in the Official Statement; (iii) borrow the proceeds of the Series 2012 Bonds from the Bank for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Loan Agreement, the Series 2012 Note and the Continuing Disclosure Agreement; and (v) approve the pledge and assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2012 Note, pursuant to the Indenture, as security for the payment of the Series 2012 Bonds.

(c) The City has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2012 Bonds, the Indenture, the Loan Agreement, the Series 2012 Note, the Continuing Disclosure Agreement and the Official Statement.

(d) The information contained in the Preliminary Official Statement and the Official Statement is, in the case of the Preliminary Official Statement, and, in the case of the Official Statement will be on the date thereof and as of the date of Closing, true and

correct in all material respects; the Preliminary Official Statement does not contain and the Official Statement will not, as of the date of delivery of the Official Statement or as of the date of Closing, contain any untrue statement of a material fact; and the Preliminary Official Statement does not omit and the Official Statement will not omit as of the date of delivery of the Official Statement or the date of Closing, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The City shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) approving the borrowing of the proceeds of the Series 2012 Bonds from the Bank and the use of such proceeds as contemplated by the Official Statement; (ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Loan Agreement, the Series 2012 Note, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iii) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Series 2012 Note, the Continuing Disclosure Agreement, the Indenture and the Loan Agreement.

(f) The Series 2012 Note, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute a valid and binding obligation of the City enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the City has occurred since the date of the Preliminary Official Statement, or is expected by the City to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of which they were made, not misleading.

(h) The resolution of the City, authorizing the borrowing of the proceeds of the Series 2012 Bonds, adopted on _____, 2012 (the "City Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(i) The City will direct the Bank to apply the proceeds from the sale of the Series 2012 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the City.

(j) The City is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the City, could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture and the Continuing Disclosure Agreement.

(k) The City is not, in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Series 2012 Note, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the City's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement, the Series 2012 Note, the Continuing Disclosure Agreement or the Indenture.

(l) The execution and delivery by the City of this Bond Purchase Agreement, the Series 2012 Note, the Loan Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the Official Statement and the Series 2012 Note and the compliance by the City with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the City or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2012 Bonds, no litigation or proceeding to which the City is a party is pending or, to the knowledge of the City, threatened against or affecting the City (i) contesting the due organization or valid existence of the City, (ii) to restrain or enjoin the issuance or delivery of the Series 2012 Bonds or the Series 2012 Note, the application of the proceeds thereof, the functioning of the City or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement, or the Series 2012 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2012 Bonds, the Indenture, the Loan Agreement and the Continuing Disclosure Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2012 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, the Loan Agreement or the Series 2012 Note, or (iv) in any way contesting the right and power of the City to take the actions to be taken by the City contemplated by such documents. To the knowledge of the City, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the City (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The City covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the City made herein to be untrue as of the Closing.

(o) The City agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2012 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The City consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The City agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

6. At __: __ o'clock __.M., Central Daylight Savings Time, on _____, 2012 or at such other time or such other date, as shall have been mutually agreed upon by the Bank, the City and the Underwriter, the Bank will deliver, or cause to be delivered, to the Underwriter the Series 2012 Bonds, in a form acceptable to Bond Counsel, duly executed and duly authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Series 2012 Bonds in immediately available funds by check or wire transfer or transfers.

Delivery of the Series 2012 Bonds as aforesaid shall be made at such location in New York, New York as is mutually agreed upon by the Underwriter, the Bank and the Trustee. Concurrent with such delivery, the Bank and the City shall deliver the certificates, reports and documents described in Section 8 hereof at the offices of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi. Such delivery is herein called the "Closing." The Series 2012 Bonds will be delivered to The Depository Trust Company as definitive fully registered bonds in denominations equal to the principal amount of each maturity and will be registered in the name of "Cede & Co.," as nominee for The Depository Trust Company.

The Underwriter shall have the right to cancel its obligation to purchase the Series 2012 Bonds if between the date hereof and the Closing, (a) legislation shall be enacted or be pending for consideration for enactment by the Congress of the United States, or adopted or pending for consideration by either House of Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of competent jurisdiction of the United States or the United States Tax Court shall be rendered, or a ruling, regulation, temporary regulation or official release or statement by or on behalf of any agency of the federal government shall be made or proposed to be made which, in the reasonable judgment of the Underwriter materially adversely affects the market price or marketability of the Series 2012 Bonds, or the market price or marketability generally of obligations of the general character of the Series 2012 Bonds, (b) there shall be proposed or pending for consideration any legislative body (or committee thereof) of the State of Mississippi, or any such legislation shall have been adopted or approved, which, in the reasonable judgment of the Underwriter has the effect of adversely affecting the exemption of interest on the Series

2012 Bonds from all Mississippi taxation, except estate and transfer taxes, (c) any event shall have occurred or information shall have become known which, in the reasonable judgment of the Underwriter either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein under the circumstances in which made not misleading in any material respect, (d) legislation shall be enacted, or be pending for consideration for enactment by the Congress of the United States, or a decision by a court of competent jurisdiction of the United States shall hereafter be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall hereafter be made, the effect of which is that (i) Series 2012 Bonds are not exempt from the registration, qualification or other similar requirements of the Securities Act of 1933, as amended and as then in effect, and the Securities Exchange Act of 1934, as amended, and as then in effect, or (ii) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, (e) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering, and sale of the Series 2012 Bonds, or of obligations of the general character of the Series 2012 Bonds, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, (f) there shall have occurred any outbreak of hostilities or other national or international emergency, the effect of such outbreak or emergency, on the financial markets of the United States which, in the reasonable judgment of the Underwriter would materially adversely affect the market price or marketability of the Series 2012 Bonds, (g) there shall be in force a general suspension of trading on the New York Stock Exchange or the fixing of maximum or minimum prices for securities on said Exchange, (h) a general banking moratorium shall have been declared by federal, Mississippi or New York authorities or an extraordinary major financial crisis shall have occurred which, in the reasonable judgment of the Underwriter, would make the marketing of Series 2012 Bonds generally impractical, or (i) a supplement or amendment shall have been made to the Official Statement subsequent to the date hereof which in the reasonable judgment of the Underwriter materially adversely affects the marketability of the Series 2012 Bonds or the market price thereof, unless such supplement or amendment shall have been agreed to in writing by the Underwriter.

7. The obligations of the Underwriter hereunder to purchase the Series 2012 Bonds shall be subject to the performance by the Bank of its obligations to be performed hereunder at and prior to the Closing, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of the Underwriter, of the representations and warranties of the Bank and of the City herein, in both cases, as of the date hereof and as of the time of the Closing and, in compliance with the following conditions:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement, the Series 2012 Note and the Continuing Disclosure Agreement shall have been executed by the party or parties thereto and shall be in full force and effect and the forms of such instruments and the form of the Official Statement as of the date hereof shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, the Closing in all events however to be deemed such approval, (ii)

the Bank and the City shall have duly adopted and there shall be in full force and effect such resolutions as shall, in the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (iii) the representations and warranties of the Bank provided in Section 4 hereof and of the City in Section 5 hereof shall be true, complete and correct in all material respects as if then made, (iv) the Bank and the City shall perform or have performed all obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and (v) the proceeds of the sale of the Series 2012 Bonds shall be applied and deposited as described in the Official Statement.

(b) At or prior to the Closing, the Bank shall have delivered the Series 2012 Bonds and shall have assigned and delivered the Series 2012 Note to the Trustee.

(c) At or prior to the Closing, the Underwriter shall receive the following documents:

(A) the approving opinion of Bond Counsel dated the date of the Closing, substantially in the form attached as an exhibit to the Preliminary Official Statement, together with letter to the Underwriter authorizing reliance thereon;

(B) an opinion, dated the date of Closing, of counsel for the Bank, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(C) an opinion, dated the date of the Closing, of counsel for the City, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(D) a certificate of the City, addressed to the Bank and the Underwriter, dated the date of the Closing, signed by authorized officers of the City, in form and content reasonably acceptable to the Underwriter;

(E) a certificate of the Bank dated the date of the Closing and signed by an appropriate official or representative of the Bank, in form and content reasonably acceptable to the Underwriter;

(F) ___ copies of the Official Statement executed on behalf of the Bank by the Executive Director of the Bank;

(G) an opinion of Bond Counsel with respect to certain provisions of the Official Statement, in form and content reasonably acceptable to the Underwriter;

(H) . . . executed or conformed copies each of the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the Series 2012 Note duly executed by the parties thereto;

(I) . . . a certified copy of the Bank Resolution of the Bank authorizing, approving or ratifying the execution and delivery of the Series 2012 Bonds, the Indenture, the Preliminary Official Statement, the Official Statement, the Loan Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement;

(J) . . . certified copies of City Resolution of the City authorizing the execution and delivery of the Preliminary Official Statement, the Official Statement, the Loan Agreement, the Series 2012 Note and the Continuing Disclosure Agreement, together with a certification as to incumbency of officers;

(K) . . . a certificate of the Trustee to the effect that (i) all moneys and securities delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture, (ii) the Indenture has been duly executed and delivered by the Trustee, (iii) the Series 2012 Bonds have been authenticated and (iv) the Trustee has no knowledge of any default under the Indenture;

(L) . . . evidence of validation of the Series 2012 Bonds by judgment of the Chancery Court of the First Judicial District of Hinds County, Mississippi;

(M) . . . Rating letter evidencing that Moody's Investors Service has assigned a rating of "___" to the Series 2012 Bonds; and

(N) . . . such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Bank and the City with legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein and the due performance or satisfaction by each thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each thereof.

The Bank and the City will furnish the Underwriter with additional conformed copies of such opinions, certificates, letters and documents as the Underwriter reasonably requests.

If either the Bank or the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2012 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Bank shall be under further obligation hereunder. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriter and proceed with the Closing contemplated hereby.

8. All representations, warranties and agreements of the Bank and the City herein shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

9. The Bank will pay or cause to be paid from, but only from, the proceeds of the Series 2012 Bonds, and other moneys provided by the City, all expenses incident to the performance of the Bank's obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2012 Bonds, costs of printing the Series 2012 Bonds, the Preliminary Official Statement, and the Official Statement, including the mailing and delivery thereof by the printer, fees and disbursements of Bond Counsel, expenses of the Bank, fees for bond ratings, costs and expenses of preparing and reproducing this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2012 Note and the Continuing Disclosure Agreement and fees and expenses of the Trustee. The Underwriter shall pay the cost of all advertising expenses in connection with the public offering of the Series 2012 Bonds, and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Series 2012 Bonds.

10. Any notice or other communication to be given to the Bank, the City or the Underwriter under this Bond Purchase Agreement shall be given in writing and shall be mailed, telegraphed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

The Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: William T. Barry, Executive Director

The City: City of Hattiesburg, Mississippi
City Hall, 200 Forrest Street
Hattiesburg, Mississippi 39401
Attention: Mayor

The Underwriter: _____

Attention:

11. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter and their respective successors and assigns and no other person shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" as used in the preceding sentence shall not include any purchasers of any Series 2012 Bonds from or through the Underwriter merely because of such purchase. All representations, warranties and agreements in this Bond Purchase Agreement shall remain in full force and effect, regardless of (a) delivery of and payment for the Series 2012 Bonds hereunder and (b) any termination of this Bond Purchase Agreement.

12. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Very truly yours,

_____, _____

BY: _____
TITLE: _____

Signature Page to the Bond Purchase Agreement, dated _____, 2012, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____, _____, regarding the sale of \$ _____ Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

Accepted and agreed to as of
____:____ o'clock ____m.
Central Daylight Savings Time,
on the date first above written:

MISSISSIPPI DEVELOPMENT BANK

BY: _____
Its: **Executive Director**

Signature Page to the Bond Purchase Agreement, dated _____, 2012, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____, _____, regarding the sale of \$ _____ Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Its: Mayor

Signature Page to the Bond Purchase Agreement, dated _____, 2012, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____, _____, regarding the sale of \$ _____ Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

EXHIBIT I

SERIES 2012 BONDS

MATURITY YEAR (AUGUST 1)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	PRICE

The Series 2012 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after August 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part on August 1, 20__, and on any date thereafter at par plus accrued interest to the redemption date.



City of Hattiesburg, MS

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

Master

File Number: 2011-0416

File ID: 2011-0416

Type: Regular Agenda Item

Status: Passed

Version: 4

Reference:

In Control: City Council

File Created: 01/05/2012

Brief Title: Planned Unit Development (PUD) - off Veterans Memorial Drive

Final Action: 01/17/2012

Minute Book Number:

Title:

Approve or Deny the petition filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5); Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Planned Unit Development - off Veterans Memorial Drive, Tatum - PUD minutes

Enactment Number:

Contact:

Meeting Date:

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
4	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve the petition filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5); Hattiesburg Planning Commission recommended to Approve on January 4, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							

FEL-No Vote: 0

Text of Legislative File 2011-0416

Title

Approve or Deny the petition filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5); Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Summary

Planned Unit Development - off Veterans Memorial Drive

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROPERTY ADDRESS:

Vacant property located off Veterans Memorial Drive between Parkway Boulevard and Timberton Drive.

PETITIONER:

Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC

PARCEL NUMBER: 169-10125-1 (portion of)

PPIN: 006976 (portion of)

WARD: 5

REQUEST: Allow a Planned Unit Development (PUD) District

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:

Planning Commission tabled this item on Dec 7, 2011 for further review.

A subdivision application is also filed to be reviewed by HPC.

SITE PLAN REVIEW COMMITTEE ACTION:

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

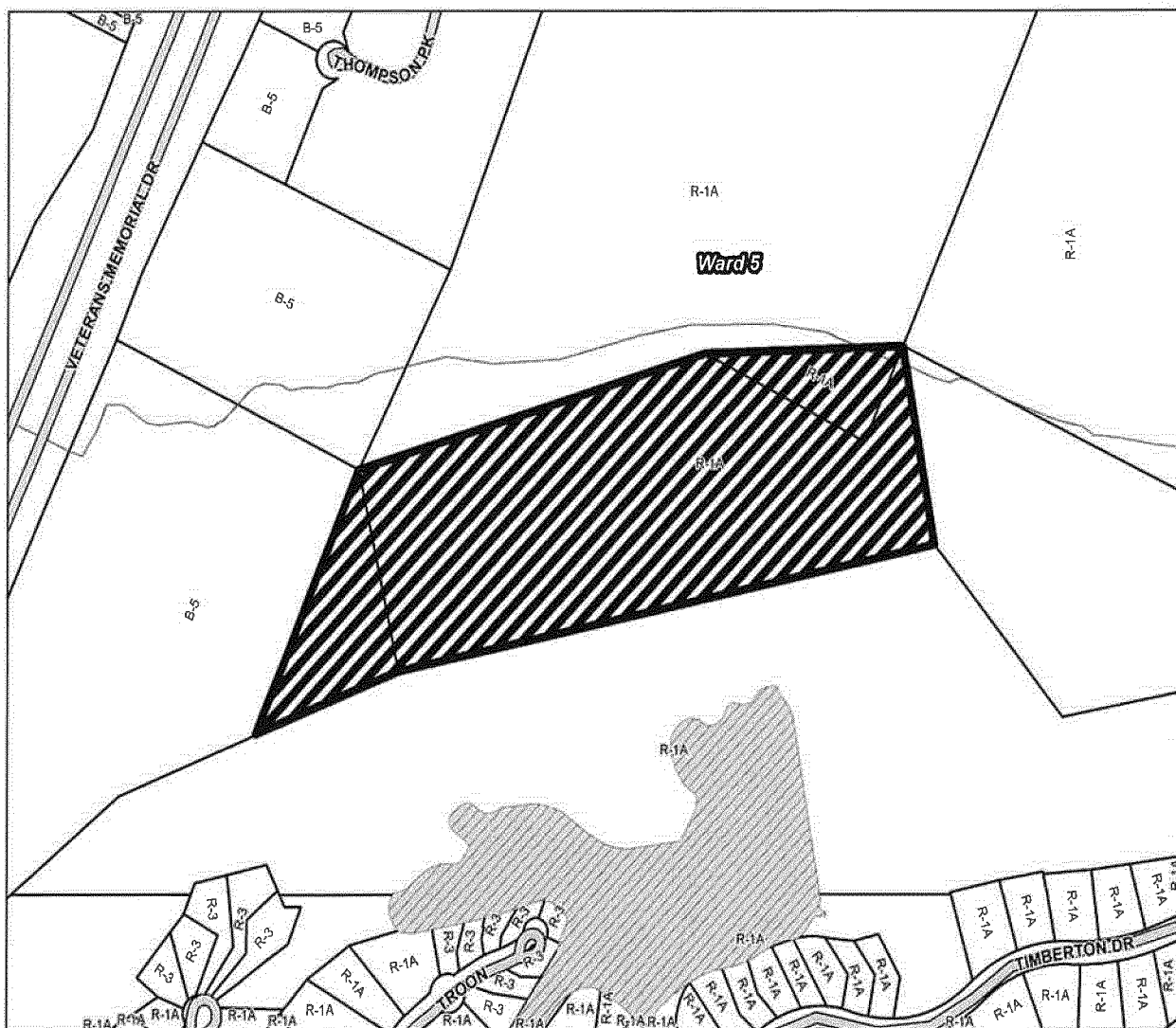
SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area) and A (100 year Flood Hazard)

Historic District: N/A

Other: N/A

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A



PROPERTY ADDRESS:

Vacant property located off Veterans Memorial Drive

ZONING:

R-1A (Single-Family Residential) District

REQUESTED ACTION:

- ⇒ Allow a PUD overlay District
- ⇒ To develop future senior housing and nursing home development.

PHYSICAL SITE CHARACTERISTICS:

This lot is unimproved with an area of approximately 23.24 acres.

STREETS AND TRAFFIC:

The subject property is located on the east side of Veterans Memorial Boulevard between Parkway Boulevard and Timberton Drive. There is currently no infrastructure to this property.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 52 (R-1A - Single-Family Residential)
- Article 4, Section 91 Planned Unit Development (PUD)

PUBLIC UTILITIES:

Water: City
Sewer: City
Electricity: Mississippi Power

PARKING AND ACCESS:

As provided in proposed conceptual Master Plan.

ADJACENT ZONING AND LAND USES:

NORTH: R-1A (Single-Family Residential) District; and is used for recreational purposes (Tatum Park)

SOUTH: R-1A (Single-Family Residential) District; and is used for residential and recreational purposes (Timberton Golf Club)

EAST: R-1A (Single-Family Residential) District; and is vacant timberland

WEST: B-5 (Regional Business) District; and is vacant timberland

CHARACTER OF THE NEIGHBORHOOD:

These lots are located along the south side of Veterans Memorial Blvd (Hwy 11) and lie between the YMCA and the Timberton entrance. The surrounding property is zoned single-family residential and regional business.

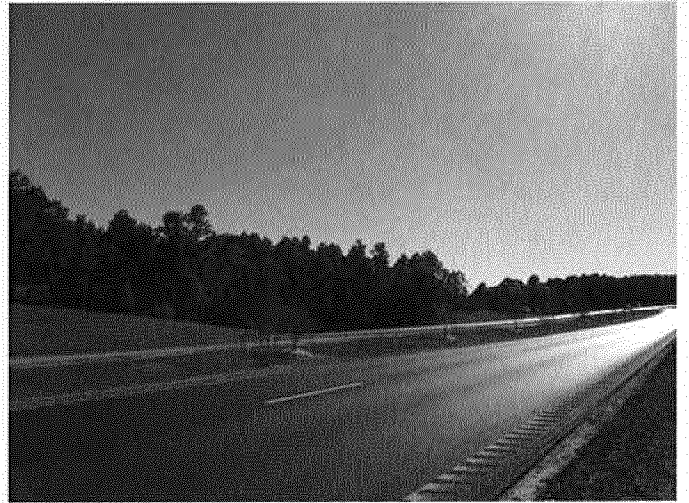
FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as Neighborhood Conservation District 2 – Suburban Neighborhoods.

This Neighborhood Conservation District is primarily a Land Use and Development 96 residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.



Subject Property



Subject Property



Property to the North



Property to the South (Timberton Entrance)



Property to the West



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

January 6, 2012

Rob Tatum
Tatum Capital, LLC
16 Bellegrass Boulevard
Hattiesburg, MS 39402

RE: PUD application for certain vacant property located off Veterans Memorial Drive (Parcel: 169-10125-1, PPIN 006976, Ward 5) and the subdivision of PPIN 6976.

Dear Mr. Tatum:

The Hattiesburg Planning Commission reviewed your request, outlined above, on January 4, 2012. Their recommendation was to **APPROVE** your request.

Any aggrieved party (proponent or opponent) has ten (10) days after the Planning Commission's recommendation to file an appeal with the Planning Administrator asking for a public hearing before the Hattiesburg City Council.

If no appeal is filed, the City Council will consider and vote on your request on **Tuesday, January 17, 2012** at 4:00 p.m. in the Council Chambers at City Hall (*you or your representative are urged to attend this review in order to answer any remaining questions*).

Please call me at 601.545.4599 if I may be of further assistance to you.

Sincerely,

Lisa J. Reid, CFM

Planning Administrator, Department of Urban Development

cc: Paul Tatum, Land Management, LLC, 421 J M Tatum Industrial Park Drive, Hattiesburg, MS 39401
Joseph F. Tatum, Jr., Land Management, LLC, 421 J M Tatum Industrial Park Drive, Hattiesburg, MS 39401
Ron Hickman, 104 Timberton Drive, Hattiesburg, MS 39401



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

December 21, 2011

Rob Tatum
Tatum Capital, LLC
16 Bellegrass Boulevard
Hattiesburg, MS 39402

RE: PUD application for certain vacant property located off Veterans Memorial Drive (Parcel: 169-10125-1, PPIN 006976, Ward 5) and the subdivision of PPIN 6976.

Dear Mr. Tatum:

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 January 4, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

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

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

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

Please call the Department of Urban Development at 545-4599 if you have any questions.

Sincerely,

Tamika A. Paige
Tamika A. Paige
Office Manager

Enclosure

cc: Paul Tatum, Land Management, LLC, 421 J M Tatum Industrial
Joseph F. Tatum, Jr., Land Management, LLC, 421 J M Tatum Industrial

City of Hattiesburg PO Box 1898 Hattiesburg, MS 39402

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To: Rob Tatum Tatum Capital, LLC 16 Bellegrass Boulevard Hattiesburg, MS 39402	

PS Form 3842, October 2009

A-1

Date: December 12, 2011

**HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION
REQUEST FOR
PLANNED UNIT DEVELOPMENT**

Land Development Code Article No. 5 Section 91

PPIN _____ City Tax Parcel Number: 169-0000-029-001.00

ADDRESS OF PROPERTY:

Municipal Number *Veterans Memorial Drive*
Street Name

APPLICANT:

Name: Tatum Capital, LLC

Mailing Address: 16 Bellegrass Boulevard; Hattiesburg, MS 39402

Telephone (W) 601-336-5050 (H) _____ (C) _____

E-Mail Address: djussely@isisdevelopment.com

REPRESENTED BY:

Name: Rob Tatum

Mailing Address: 16 Bellegrass Boulevard; Hattiesburg, MS 39402

Telephone (W) 601-336-5050 (H) _____ (C) _____

E-Mail Address: _____

CURRENT OWNER(S) OF PROPERTY:

Name: Land Management, LTD

Mailing Address: 421 J.M. Tatum Industrial Park Drive; Hattiesburg, MS 39402

Telephone (W) 601-544-7490 (H) _____ (C) _____

E-Mail Address: _____

1. This property is located on the East side of Veterans Memorial Drive

North/South/East/West *Street Name*

and lies between Parkway Blvd. and Timberton Drive

Street Name *Street Name*

A2

2. Property data: Existing use(s): Agricultural
Proposed use: Group Care Facility, Multifamily, Asst. Living

Maximum Density Formula (see Sec. 91.04 for regulations):

Land Area = 1,252,350 square footage (28.75 acres)
Business Development Area 140,889.38 sq. ft. = 11.25 % of land area
Residential Development Area 563,557.5 sq. ft. = 45 % of land area
Total Surface Ratios - Impervious: 45% Pervious: 55%

Density Provided:

Land Area = 1,252,350 square footage (28.75 acres)
Business Development Area 107,695 sq. ft. = 8.6 % of land area*
Residential Development Area 483,678 sq. ft. = 38.62 % of land area*
Total Surface Ratios - Impervious: 38.62 % Pervious: 61.38 %*

*These square footages and percentages are for a concept review for a PUD. Detailed plans will be developed if the PUD status is approved and will be submitted to site plan for approval. Actual square footages and percentages not to exceed maximum density allowed under PUD guidelines. Residential development would include assisted living and independent living as multifamily and the nursing home as a business development.

Transportation:

Adjoins public street? Yes _____ No X
If yes, how many / names of street(s): _____ / _____
What type? Arterial _____ Collector _____ Local _____
Private streets? Yes X No _____ If Yes, proposed street width: 27'

3. Are there any Land Use Code violations on file on this property with the City ? No
If yes, please explain: _____

4. Attach the following to the PUD application:

_____ Licensed Engineer/Architect's Plat for PUD approved by the Site Plan Review Committee.
_____ Detailed Site Plan in accordance with Article 5, Section 91.02 of the Land Development Code.
_____ Site Plan Review Committee Recommendation of Preliminary Plat in accordance with Article 5, Section 91 of the Land Development Code.

_____ Home Owners Association Covenants

5. Project Description: Attach any related information (i.e. brochures, letters, documents)
Our Continuing Care Retirement Community is a retirement community that will offer several different levels of care on one campus. These levels will consist of the following: Independent Living (multifamily) – intended for seniors who are not in need of personal assistance; Assisted Living (multifamily) – intended for seniors who require a low to moderate level of help with day to day activities; Memory Care; and a Skilled Nursing Home (business). A project of this nature offers an incredible benefit for independent seniors knowing that at some point in the future, if additional services are needed (Assisted Living, Memory Care, Skilled Nursing Home) they have the peace of mind knowing that they would not have to relocate to another community to receive these services. The Independent Living will consist of duplexes, fourplexes, sixplexes, and larger apartment style buildings geared towards seniors with a maximum of 150 units. The Assisted Living and Memory Care building will consist of no more than XX assisted living units and XX memory care units. The Skilled Nursing Home will consist of no more than 120 units.

6. PARKING REQUIREMENTS:

Commercial/Industrial:

Paved parking will be provided for 125 vehicles, and 5 handicap vehicle(s); with 3 loading spaces.

7. BUFFER REQUIREMENTS: A landscaped buffer along and between adjacent properties will be provided as follows:

NORTH 10 Feet

SOUTH 10 Feet

EAST 10 Feet

WEST None

8. Is the property in a Historic or Overlay District? No

9. Is the property in a Special Flood Hazard District? Zones "X" and "A"

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

Street Address Hattiesburg MS
City State

In the matter of the subdivision request, and property owner further authorizes the following named person to represent property owner at the public hearing on this petition Rob Tatum on this the 1 day of November, 2011.

Paul J. Tatum
Property Owner
TLCO Management, Inc.

STATE OF Mississippi
COUNTY OF Forrest

PERSONALLY came and appeared before me the within named, Paul J. Tatum

attest that he/she/they signed and delivered the above and foregoing instrument as and for his/her/their free act and deed on the day and year therein mentioned, and who acknowledges to me that he/she/they are the owners of the property described in the foregoing Petition for subdividing of property.

Kemberly R. Parker
Notary Public

MY COMMISSION EXPIRES:

Feb. 14th, 2012



(THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY)

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

Street Address Hattiesburg MS
City State

on this the 31 day of October, 2011.

[Signature]
Applicant

Applicant

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

Bob Tatum,

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 authorized to represent the owner(s) of the subject property as described in this Request For Rezoning Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 31st day of October, 2011.

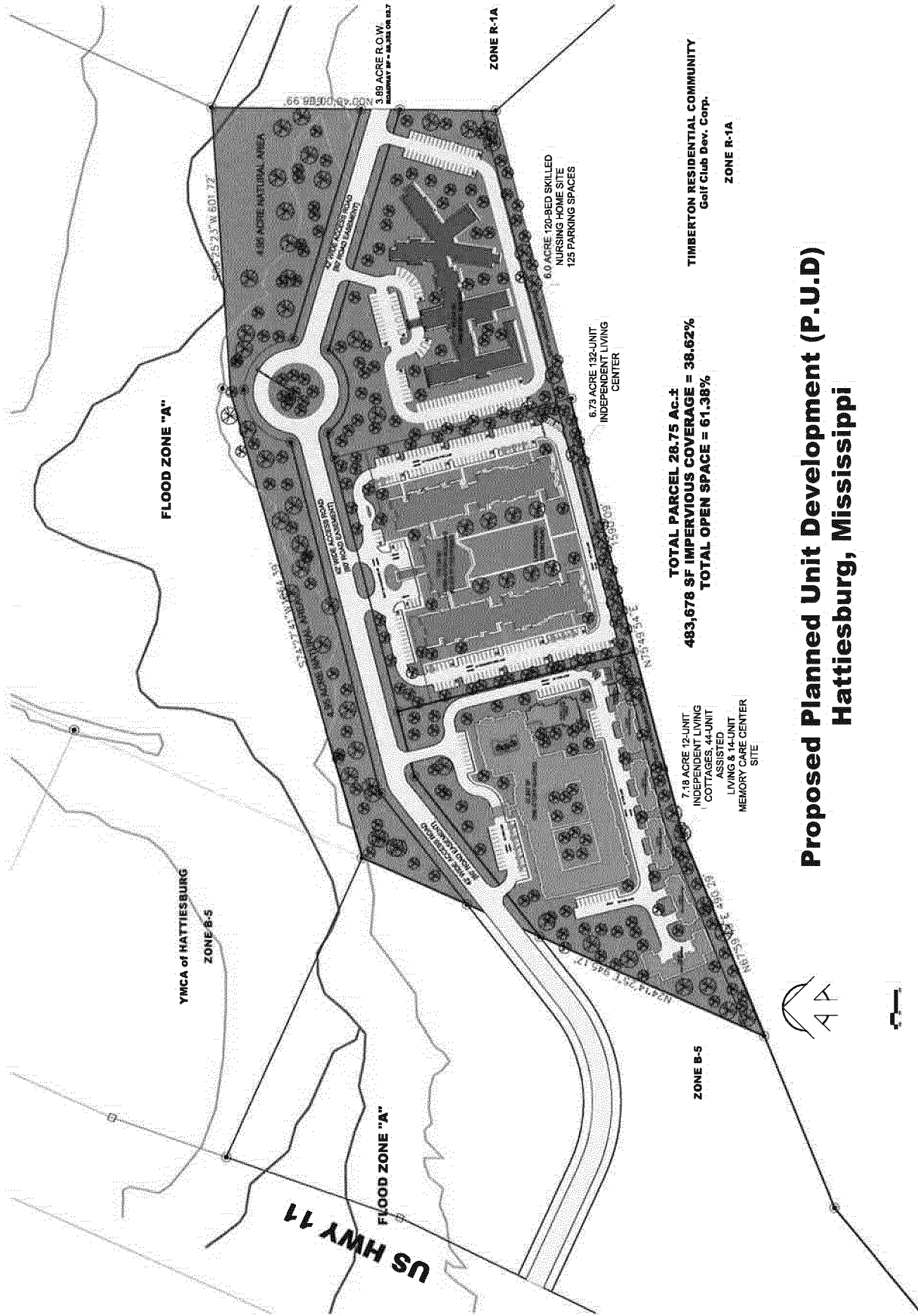
Donna T Reid
NOTARY PUBLIC

My Commission Expires:

Nov. 4, 2011



DATE	10/11/11
BY	JAN
CHKD	JAN
DATE	10/11/11
BY	JAN
CHKD	JAN
DATE	10/11/11
BY	JAN
CHKD	JAN
DATE	10/11/11
BY	JAN
CHKD	JAN



Space Above Line For Official Use Only

Prepared By and Return To:

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To the Chancery Clerk of Forrest County, Mississippi:

The real property described herein is situated in _____ Forrest County, Mississippi.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHISPERING PINES RETIREMENT COMMUNITY**

THIS DECLARATION is made this _____ day of _____, 201____, by
[WHISPERING PINES, LLC, a Mississippi limited liability company], whose address and
telephone number are _____, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of or controls certain real property situated in Forrest
County, Mississippi, more particularly described on Exhibit A attached hereto (the "Property")
and desires to create and develop thereon a planned retirement community with designated
common areas and with common facilities, for the benefit of the community, which shall be
known as "Whispering Pines Retirement Community";

WHEREAS, Declarant desires to provide housing for older persons and those individuals
of retirement age and the preservation of the values and amenities and for the quality of life of its
residents in said retirement community in accordance with the federal Housing for Older Persons
Act of 1995 (codified at 24 C.F.R. Part 100) ("HOPA");

WHEREAS, the Declarant intends, by recordation of this Declaration, to subject the
Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set
forth, each and all of which is and are for the benefit of the Property and each owner thereof,
reserving to the Declarant the right, in its sole discretion, to add to, modify, or remove property

from the Property in the future by amending the Declaration from time to time as set out hereinbelow;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said retirement community, to create an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions;

WHEREAS, Declarant will cause to be incorporated under the laws of the State of Mississippi, a non-profit corporation for the purpose of effecting the intents and objectives herein set forth; and

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any Supplement (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Additional Property" shall mean the real property that adjoins the Property and can be added to this Declaration from time to time.

(b) "Architectural Review Committee" shall mean the committee authorized to approve or disapprove of the plans of each Dwelling submitted thereto.

(c) "Assessment" shall mean an Owner's share of the common expenses from time to time assessed such Property Owner by the Association. Assessment or Assessments refer to annual, replacement, special, or specific assessments or any combination thereof.

(d) "Assisted Living Property" shall mean and refer to any and all areas of the Property that are designated and established from time to time by the Declarant as areas for the development of assisting living facilities, independent living apartments, memory care centers, or a retirement home that may contain cafeterias, office space, and other uses commonly found within such centers and such areas may be established under a separate set of rules and regulations.

(e) "Association" shall mean and refer to [Whispering Pines Owners Association, Inc., a non-profit corporation,] to be incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, and its successors and assigns.

(f) "Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.

(g) "Common Area" shall mean and refer to the open spaces, parks, lakes, paths, pools, common ways (including the improvements thereon) that are developed or set aside within the Property and any other property annexed to this Declaration owned by the Association.

(h) "Common Facilities" shall mean all private streets, drives, walkways and improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members.

(i) "Declarant" shall mean and refer to [Whispering Pines, LLC, a Mississippi limited liability company (or such designee to be named later)], its successors and assigns.

(j) "Declaration" shall mean this instrument as it is from time to time amended.

(k) "Developers" shall mean Declarant and each person who is a successor in title to any portion of the Property or a Lot from the Declarant and is engaged in the business of the development, improvement and sale of any Lot including the construction and sale of a Dwelling and related improvements on any Lot.

(l) "Dwelling" shall mean a single family independent living cottages or apartment units, residential house, courtyard, garden or patio home or residential living space within any senior living facility as determined by the Developer, but excluding any living space within a nursing home.

(m) "Green Space" shall mean certain portions of Common Area which are designated to be maintained in its natural condition so that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced. Such areas are designated as such on the recorded plat.

(n) "HOPA" shall be as defined in the recitals hereof.

(o) "Invitees" shall mean an Owner's tenants, guests, employees or other guests or invitees.

(p) "Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision plat of each subdivision which is annexed to the Property and made subject to this Declaration, exclusive of the Common Area, which is designated as a Lot therein.

(q) "Member" shall mean and refer to each Owner as provided herein.

(r) "Owner" or "Property Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(s) "Permanent Occupant" shall mean and refer to a person who occupies a Dwelling for more than eight (8) weeks in any calendar year.

(t) "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(u) "Property" or "Properties" shall mean and refer to that certain real property above described which is subject to this Declaration.

(v) "Senior Housing" shall mean and refer to living spaces of which at least eighty percent (80%) of the occupied units shall be occupied by at least one person who is 55 years of age or older, and all Permanent Occupants must be at least 18 years of age or older.

(w) "Supplement" shall mean and refer to any and all amendments to this Declaration executed in accordance with the provisions hereof.

ARTICLE II.

USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

Section 1. Density of Development. Pursuant to Section 91 of the Land Development Code in the City of Hattiesburg, Mississippi, Ordinance No. 2330 adopted on December 5, 1989, the Property has been designated as a Planned Unit Development and the Property occupied by Dwellings and any other accessory structures shall not exceed forty-five (45%) of the total land area of the Property.

Section 2. Use of Lots and Dwellings. Except for any of the Assisted Living Property, each Dwelling shall be used for residential purposes only or as otherwise depicted on the plat of the Property. The use of a portion of a living unit as an office by the Declarant or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or Dwelling be used as a storage area for any building contractor or real estate developer.

The Owner of any lot, its heirs, successors and assigns shall not lease the such lot or any improvements constructed thereon to another person unless the Board of Directors shall approve same. No timesharing or similar arrangements are allowed. These covenants set forth in this Section 2 shall run with the land for the benefit of the Association and shall expire thirty-five (35) years from the date of this instrument or upon the earlier release thereof by the Association.

Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provisions in this Section 2 to the contrary, Declarant, its successors or assigns, if the right is so transferred by the Declarant, shall have the perpetual right to lease a Dwelling on the Property.

Section 3. Age Restrictions. Consistent with the overall vision of the Declarant to develop the Property for housing for older persons and those individuals of retirement age, at least eighty percent (80%) of the occupied Dwellings shall be occupied by at least one person who is 55 years of age or older in accordance with HOPA. In addition, all Permanent Occupants must be at least 18 years of age or older.

A surviving or divorced spouse who is a Permanent Occupant under the age of 55 years and who was the spouse of an occupant 55 years of age or older will be allowed to remain as an occupant.

The Declarant may not rent or sell a Dwelling unless at least one person who will occupy the Unit is 55 years of age or older. The Association shall have the right to require prior age verification from all prospective occupants.

Notwithstanding anything to the contrary contained herein, the Declarant and any affiliate shall have the right, but not the obligation, to sell or lease up to twenty percent (20%) of the Dwellings in which there will be no occupant who is 55 years of age or older, provided that such sales do not conflict with any federal, state, or local law.

The Declarant and the Association shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of or use of common facilities by persons under 18 years of age.

Prior to entering into a contract to sell or lease any Dwelling, the Owner of any Dwelling shall (i) notify in writing any real estate agent or broker of the age restrictions contained in this Declaration; (ii) obtain a copy of each proposed buyer's or tenant's drivers license, birth certificate or other proof of age issued by a governmental entity (the "Age Document"); and (iii) verify that the proposed tenant or buyer meets the age restrictions contained in this Declaration. In addition, the Owner shall immediately hand deliver or send a copy of the Age Document to the Association by certified mail so that the Association may update its records and verify compliance with the age restrictions contained in this Declaration. At the closing of the sale or entering into the lease, the new Owner or occupant, as the case may be, shall immediately register with the Association such Owner's/occupant's name, age, and address and confirm their understanding of the age restrictions set forth in this Declaration.

The Association may, from time to time, in its sole discretion, survey the Owners of each Dwelling to determine the age of all Occupants to verify compliance with the requirements of this Declaration. Each Owner must respond to any such survey by truthfully disclosing the names and ages of all occupants, including Owner, of each Dwelling owned by such Owner. Failure to respond to any such survey within the time frames set forth in the survey shall be a violation of the covenants of this Declaration and (i) subject the Owner to a fine of \$25.00 per day for each day such survey is not returned and (ii) entitle the Association to exercise any and all remedies reserved herein, at law or in equity, including, without limitation, seeking an order to require such disclosure. The Owner against whom any such action may be brought shall be liable for the amount of the fine, any and all attorneys' fees incurred by the Association in connection therewith, together with costs of suit.

Section 4. Other Buildings and Vehicles. No tent, trailer, barn or other similar outbuilding or structure shall be placed on any Lot or on any other area at any time, either temporarily or permanently without prior approval of the Architectural Review Committee. No mobile home shall be placed on any Lot or on any other area at any time, either temporarily or permanently. All automobiles owned or used by Owners or occupancies other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. The Board of Directors shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot, Dwelling or within any portion of the Common Areas, (other than areas provided therefor within the Common Areas, if any) of motor homes, tractors, trucks, (other than pickup trucks) commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, golf carts and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Property. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate within the additional Property a parking area for boat trailers, motor homes or similar vehicles.

Section 5. Unsightly Conditions and Nuisances. It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Obnoxious or offensive activities shall not be carried on in any Lot, Dwelling or any part of the Common Areas, and each Owner, his family, tenants, invitees, guests, servants and agents shall refrain from any act or use of a Lot, Dwelling or the Common Areas which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants or other portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation.

Section 6. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, shall be located anywhere on the structure or grounds of any Lot in such a manner as to adversely illuminate or affect the nighttime environment of any adjoining Property.

Section 7. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, or in the Common Area, except dogs, cats, birds or other

household pets which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Facilities situated upon the Property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) The right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(c) The right of the Association, acting by and through its Board of Directors, to adopt reasonable rules respecting use of the Common Areas and Common Facilities to reasonably limit the number of guests of Members who may use any facilities on the Property; and

(d) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility line or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person; and

(e) The right of the Association, acting by and through its Board of Directors, to open the Common Areas and Common Facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such basis as the Board of Directors may from time to time consider appropriate; and

(f) The rights of the Owners of Lots to perpetual easements over and upon all of the Common Areas and Common Facilities for such portions of their Dwellings that may overhang or otherwise encroach upon any of the Common Areas or Common Facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenances to the Dwellings, and for reasonable ingress and egress to and from any Dwelling through and over the Common Areas and Common Facilities; and

(g) The right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and Common Facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the

Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and Common Facilities; and

(h) The right of Declarant or the Association, acting by and through its Board of Directors, to dedicate or grant to Forrest County or such other governmental authority having jurisdiction over the Property, the streets and rights-of-way as shown on the recorded plat of _____ and all additions thereto as annexed pursuant to the provisions of this Declaration. In the event that said streets and rights-of-way have not been dedicated to Forrest County or the governmental authority having jurisdiction over the property the Association shall have the right to dedicate said streets and rights-of-way to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets.

(i) The right of the Declarant or the Association to develop procedures and take actions consistent with the requirements of Article II Section 3 and HOPA, as may be amended from time to time.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and Common Facilities to the members of his family who reside permanently with him, his tenants, or contract purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. Architectural Review.

All buildings, fences, walls, or other structure or improvements which are to be constructed, erected, placed, altered or maintained upon any Lot or any exterior addition to or change or alteration thereof are subject to the building criteria and the approval of the Architectural Review Committee established by the Board of Directors. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

Section 2. Building Sizes and Locations.

(a) The Architectural Review Committee shall establish the location of and the size of all buildings to be constructed.

(b) For some Lots it may be impossible or inadvisable to enforce the set-back requirements promulgated by the Developer from time to time due to the natural terrain, lot configurations and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Architectural Review Committee may approve specific deviations to said setback requirements which it believes to be beneficial to a specific homesite or to adjacent homesites.

Section 3. Rules and Regulations, etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

Section 4. Committee Appointment and Operation. The Board of Directors shall appoint an Architectural Review Committee which shall be composed of three (3) or more individuals who shall serve at the pleasure of the Board of Directors. The initial Architectural Review Committee shall consist of at least three (3) members designated by the Declarant. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

ARTICLE V.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Phase Development. The Declarant shall not have the obligation, but only the option, right and privilege to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant and the Association that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

Section 2. Annexation Procedures. To annex Additional Property to the Property as permitted by this Article V, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property.

Section 3. Additional Property Modifications. At any time or times prior to June 1, 2020, the Declarant shall have the option, right and privilege, but not the obligation, to amend the description of the Additional Property to include other real property the Declarant now or in the future may own or acquire, within the vicinity of the Additional Property if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property. To amend the

description of the Additional Property, the Declarant shall execute and file for record a Supplement which describes the other real property being included in the description of the Additional Property and the resulting new, amended or revised description of the Additional Property.

Section 4. No Consent Required. The Declarant shall not be required to obtain any consent or approval of any Owner or other Person, to annex any Additional Property to the Property as permitted by this Article V. Each Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an owner, tenant or other Person, by acceptance of any deed or other interest in or with respect to any Dwelling shall be deemed to have expressly agreed and consented to (i) each of the provisions of this Article V, and (ii) the execution, filing for record and provisions of any Supplement contemplated by this Article V.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Forrest County, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Declaration in whole or a substantial portion thereof; provided however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. After recording in the in the Office of the Chancery Clerk of Forrest County, Mississippi, this Declaration may be amended by the Declarant prior to December 31, 2025, to correct or clarify any provision or inconsistencies.

Section 3. Enforcement of Declaration.

(a) Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. Any person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs or expenses attributable to such action or proceedings, and the Association shall be entitled to recover and receive any other amounts. The failure by any person for any period of time to enforce any provision of this Declaration shall not be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

(b) **Enforcement.** This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, cost of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under the Declaration or otherwise specified in this Declaration, and (iv) to enforce any lien created by this Declaration. The Declarant, the Association, and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

Section 4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. **Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. **Captions and Gender.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. **Notice.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested.

ARTICLE VII.

MEMBERSHIP IN THE ASSOCIATION

Section 1. **Formation.** At or about the time of recording of this Declaration, Declarant has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Mississippi. The Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration, and for the enforcement of the rules and regulations promulgated by the Association. The Association shall have such other specified rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitation provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in the Mississippi statutes in existence as of the date of recording this Declaration. The purposes and powers of the Association shall be all of the purposes and powers

set forth in this Declaration and in its Articles of Incorporation and By-Laws. The Association shall be the entity for the execution, performance, administration and enforcement of all terms and conditions of this Declaration. Declarant, by annexing Additional Property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

Section 2. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an Owner of record of the fee title to a Lot or if designated by such Owner, at its sole discretion, a designee or lessee of such Owner. The expression "Owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A. Members shall be all Members with the exception of the Declarant and its nominee or nominees, if any. Class A Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be the Declarant and its nominee or nominees, if any. The Class B Member(s) shall be entitled to four (4) votes for each Lot owned. When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding the foregoing, on June 1, 2025, all Class B memberships shall cease and be converted to Class A memberships.

Section 3. Membership Appurtenant to Real Property. In every case, membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant. Such Membership shall be mandatory and may not be terminated by any Owner.

ARTICLE VIII.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations. No provisions in the Articles, By-Laws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property, or to complete improvements or refurbishments (if any) to and on the Common Area, Green Space

or any portion of the Property owned by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, and sales offices as may be reasonably necessary for the conduct of his business for completing the work and disposing of the Lots by sale, lease or otherwise. Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Declarant may temporarily constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. The Declarant expressly reserves unto itself, its successors and assigns, the right to designate any of the Additional Property as commercial property. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot, Common Areas, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The Declarant need not seek or obtain approval of the Board of Directors of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor, and any interest or portion of Declarant's interest in any portion of the Property may be assigned by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant will be required before any amendment to this Article VIII shall be effective while Declarant owns a Lot. Declarant shall be entitled to the non-exclusive use of the Common Area and Green Area without further cost or access, ingress, egress, use or enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area and Green Space, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to this Lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article VIII. This Article VIII shall be applicable for so long as the Declarant owns any portion of the Property.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed on the day and year first above mentioned.

DECLARANT:

[WHISPERING PINES, LLC,
a Mississippi limited liability company]

By: _____
Name: _____
Its: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, on this the day ____ of _____, 20____, the within named _____, who acknowledged that he is a _____ of [Whispering Pines, LLC, a Mississippi limited liability company,] and for and on behalf of said limited liability company, as its own act and deed, he executed and delivered the above and foregoing instrument of writing, he having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Planned Unit Development (PUD) on certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5), said property being more particularly described as follows, to-wit:

A parcel of land located in the SE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 29 Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to a point on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet to and for the Point of Beginning; thence continue along said boundary for the following calls: North 67 degrees 59 minutes 49 seconds East for 490.29 feet; thence run North 75 degrees 49 minutes 54 seconds East for 1590.09 feet; thence leaving said boundary, run North 00 degrees 46 minutes 00 seconds East for 608.99 feet; thence run South 86 degrees 25 minutes 23 seconds West for 601.72 feet to the south boundary of the property described in Deed Book 680 on Page 155; thence run South 74 degrees 27 minutes 41 seconds West along said boundary for 1054.39 feet; thence run South 24 degrees 14 minutes 25 seconds West for 945.17 feet back to the Point of Beginning.
Said parcel contains 28.75 acres more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, January 4, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 12th day of December, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, December 16, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

A25

**MINUTES
OF THE
REGULAR MEETING
OF THE**

**HATTIESBURG PLANNING COMMISSION
JANUARY 4, 2012**

The Hattiesburg Planning Commission did meet in a regular session on January 4, 2012 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
Judy Corts
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey

Commissioners Absent:

Marjorie Chambers
Don McCleskey
Jessie Wilson

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician

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

Invocation:

Joe White

AGENDA REVIEW

There came the matter of the Agenda for the January 4, 2012 meeting. Item "C", filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), and Item "E" filed by the City of Hattiesburg, to amend the Land Development Code to add Article 5, Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and to amend the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation-Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06, were removed at the request of the staff. The agenda was approved as amended.

Motion made by:

Joe White

Motion seconded by:

Judy Corts

Commissioners voting aye:

Annie Pope
Judy Corts
Joseph White

PLANNING REPORT

There came the matter of the Planning Report. Ms. Reid reviewed the written report, in the Commissioners packets, of the City Council decisions from the meeting on December 7, 2011. Ms. Reid also announced the special called meeting for January 18, 2012 to hear a presentation from Connie Cooper, consultant for the Midtown Project, to provide an overview of the Master Plan for the Midtown Project.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. Chairman Conville reported that the commission is down two members with the resignations of Isaiah Easterling and Johnny McArthur, and that based on the Ward makeup of the commission we need to find representatives from Ward 1 and Ward 3.

Commissioner McMurtrey stated that with new members, training was needed on the Land Code and other ordinances for both the new members and members who transferred over from the Board of Adjustments.

2012 Officer Nominating Committee Chair, Judy Corts, brought forth the recommendation of the Committee. Their recommendation was for the current officers to remain the same with Richard Conville, Chair, Joe White, Vice Chair and Linda McMurtrey as Secretary. This motion was unanimously approved.

PUBLIC HEARING

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

Commissioner White recused himself from the meeting at 1:20.

There came the matter of Item A, the petition filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5)

Name	Address	City/State
<u>Presented by:</u> Rob Tatum	16 Bellegrass Boulevard	Hattiesburg, MS 39402
<u>Proponents:</u> Ron Hickman	104 Timberton Drive	Hattiesburg, MS 39402
<u>Opponents:</u> None		

Chairman Conville declared the Public Hearing closed at 1:35 p.m. and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Annie Pope

Commissioners voting aye: Annie Pope
Judy Corts
Linda McMurtrey
Robin Roberts

Commissioners voting nay: None

Commissioners abstaining:

 None

Comments Written on Ballots:

1. Commissioner McMurtrey stated on her ballot: use of PUD good fit for this project.

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

Commissioner White returned to the meeting.



City of Hattiesburg, MS

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

Master

File Number: 2011-0421

File ID: 2011-0421

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 01/06/2012

Brief Title: Subdividing a lot - off Veterans Memorial Drive

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/9

Title:

Approve or Deny the preliminary plat to subdivide a lot, filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, for certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5) in a R-1A (Single-Family Residential) and B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Subdiving of Lot - off Veterans Memorial Drive,
Subdividing - Tatum & Maples

Enactment Number:

Contact:

Meeting Date:

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve or Deny the preliminary plat to subdivide a lot, filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, for certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5) in a R-1A (Single-Family Residential) and B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2011-0421

Title

Approve or Deny the preliminary plat to subdivide a lot, filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, for certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5) in a R-1A (Single-Family Residential) and B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Summary

Subdividing a lot - off Veterans Memorial Drive

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION January 4, 2012 Lot Subdividing –A

PROPERTY ADDRESS:

Vacant property located off Veterans Memorial Drive

PETITIONER:

Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC

PARCEL NUMBER: 169-10125-1 (portion of)
PPIN: 006976 (portion of)

WARD: 5

REQUEST: Lot Subdividing

SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area) and A (100 year Flood Hazard)

Historic District: N/A

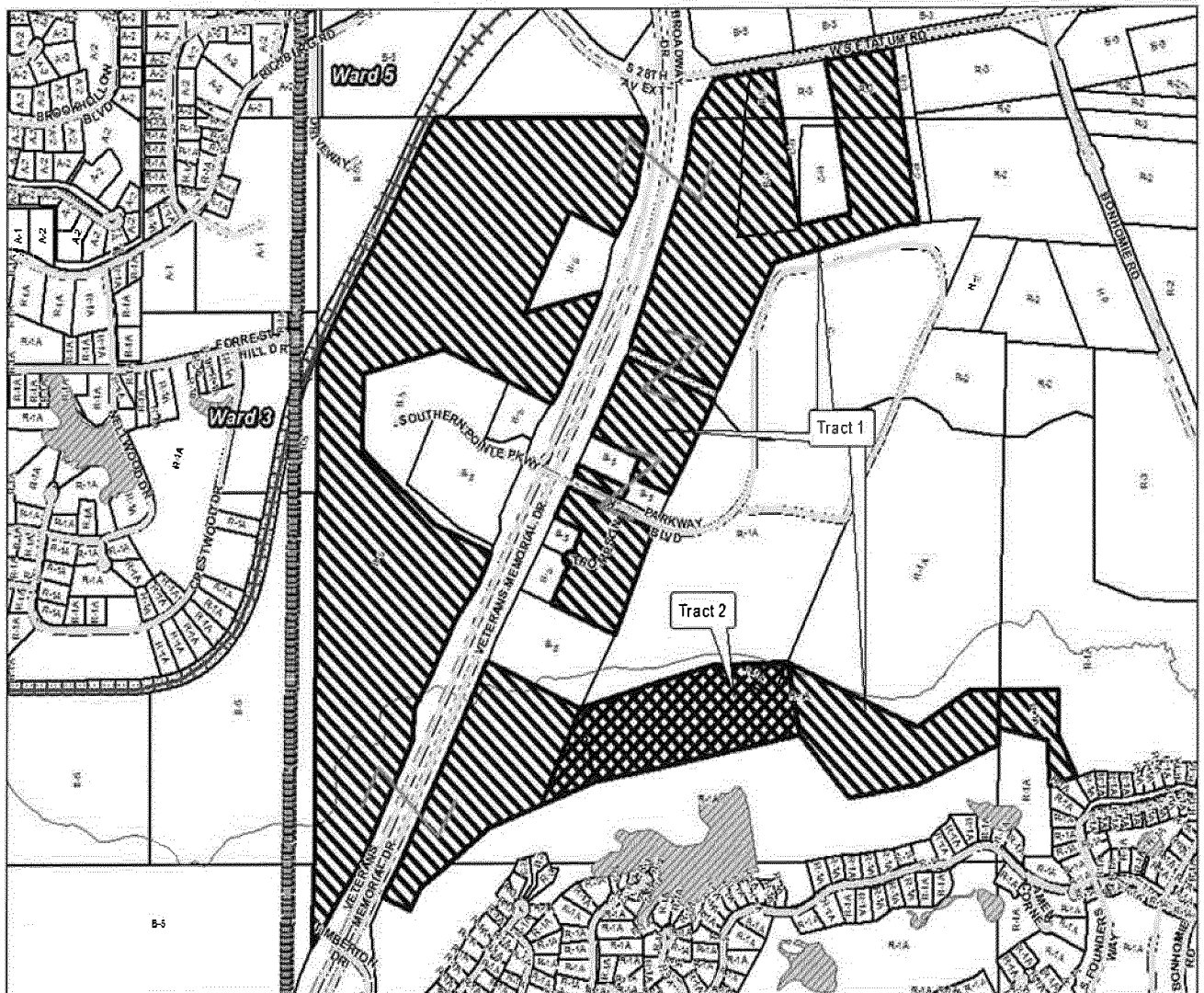
Other: N/A

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:

A zoning change for a portion of this parcel was tabled at the December 7, 2011 meeting and has since been withdrawn and an application for a PUD submitted as Item A on the January agenda.

STAFF FINDINGS:

The property is currently zoned R-1A. A proposed master plan for the PUD overlay district is being requested under item A on the January agenda. A concept drawing for the property is attached identifying future senior housing and nursing home development.



HATTIESBURG PLANNING COMMISSION PUBLIC HEARING APPLICATION

For Additional Information contact:
Krishna Bhatt, Land Use Planner
Urban Development -Planning Division; City of Hattiesburg
P. O. Box 1898 (39403); 200 Forrest Street (39401)
ph: 601-545-4591 fax:601-545-1962
E-Mail: kbhatt@hattiesburgms.com

REQUEST FOR SUBDIVIDING OF LOT, PARCEL, OR TRACT

ADDRESS OF PROPERTY: Veterans Memorial Drive
Municipal Number and Street Name

Present Zoning Classification: R-1A and B5 Ward

City Tax Parcel Number: 169-0000-029-001.00 PPIN 6976

Subdivision Block and Lot Number: N/A

APPLICANT:

Name: Tatum Capital, LLC

Mailing Address: 16 Bellegrass Boulevard; Hattiesburg, MS 39402

Telephone (W) 601-336-5050 (H) (C)

REPRESENTED BY:

Name: Rob Tatum

Mailing Address: 16 Bellegrass Boulevard; Hattiesburg, MS 39402

Telephone (W) 601-336-5050 (H) (C)

CURRENT OWNER(S) OF PROPERTY:

Name: Land Management, LLC

Mailing Address: 421 J.M. Tatum Industrial Park Drive; Hattiesburg, MS 39401

Telephone (W) 601-544-7490 (H) (C)

1. This property is located on the East and West side of Veterans Memorial Drive North/South/East/West Street Name
and lies between W.S.F. Tatum Drive and Timberton Drive
Street Name Street Name

2. Property data:

Existing lot/parcel/tract contains 286.87 Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract Timberlands

To be subdivided into 2 lots/parcels.

Newly subdivided Parcel #1 contains 258.12 Acres

Public Road frontage? Yes X No _____

If yes, name of road(s) Veterans Memorial Drive

Private Road frontage? Yes _____ No X

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes X No _____

Newly subdivided Parcel #2 contains 28.75 Acres

Public Road frontage? Yes _____ No X

If yes, name of road(s) _____

Private Road frontage? Yes X No _____

If yes, name of road(s) Proposed-Unnamed Street

Lot area and frontage requirements comply? Yes X No _____

Newly subdivided Parcel #3 contains _____ Acres (Pending Survey)

Public Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

Newly subdivided Parcel #4 contains _____ sq. feet/acres

Public Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

3. Purpose for request: Subdivision for the purpose of establishing a Planned Unit Development (PUD) with Parcel 2
-
-
4. Infrastructure required:
Water/Sewer ☒ Gas ☒ Electric ☒ Telephone ☒ Cable ☒ Streets ☒
5. Are there any Land Use Code violations on file on this property with the City? No
If yes, please explain: _____
-
6. ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE:
- | | | | | |
|------------------------|-----------------------|------------------------|------------|--------|
| Property to the NORTH: | Zoning Classification | <u>B-5 and/or R-1A</u> | | |
| | Current use: | <u>Varies</u> | | |
| Circle current use: | Residential | Commercial | Industrial | Vacant |
| Property to the SOUTH: | Zoning Classification | <u>B-5 and/or R-1A</u> | | |
| | Current use: | <u>Varies</u> | | |
| Circle current use: | Residential | Commercial | Industrial | Vacant |
| Property to the EAST: | Zoning Classification | <u>B-5 and/or R-1A</u> | | |
| | Current use: | <u>Varies</u> | | |
| Circle current use: | Residential | Commercial | Industrial | Vacant |
| Property to the WEST: | Zoning Classification | <u>B-5 and/or R-1A</u> | | |
| | Current use: | <u>Varies</u> | | |
| Circle current use: | Residential | Commercial | Industrial | Vacant |
7. BUFFER REQUIREMENTS (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows:
- | | |
|-------|---------------------------------|
| NORTH | <u>Varies (Multiple Zoning)</u> |
| SOUTH | <u>Varies (Multiple Zoning)</u> |
| EAST | <u>Varies (Multiple Zoning)</u> |
| WEST | <u>Varies (Multiple Zoning)</u> |
8. Is the property in a Historic or Overlay District? If yes, which district? No
-
9. Is the property in a Flood District? Yes If Yes, describe zone: Zones A and X

WITNESS THE SIGNATURES of the APPLICANT of the subject property located at

Street Address Hattiesburg MS,
City State

on this the _____ day of _____, 20____.

Applicant

Applicant

STATE OF _____

COUNTY OF _____

PERSONALLY came and appeared before me the within named, _____

attest that he/she/they signed and delivered the above and foregoing instrument as and for his/her/their free act and deed on the day and year therein mentioned, and who acknowledges to me that he/she/they are authorized to represent the owners of the property described in the foregoing Petition for subdividing of property.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____

_____, A.D., _____.

Notary Public

MY COMMISSION EXPIRES: _____

(THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY)

**Legal Descriptions
for
Subdividing PPIN # 6976
Land Management, LLC
City of Hattiesburg, Forrest County**

Parcel 1

Commence at the intersection of the west line of Section 32, Township 4 North, Range 13 West, Forrest County Mississippi and the North line of Mississippi Highway 11; thence north to the Northwest corner of said Section 32, thence continue North along the west line of Section 29, to the intersection of said line with the Southeast right of way of an existing railroad thence northeasterly along said railroad to its intersection with the North line of said Section 29; thence East along the North line of said Section 29 to the intersection of said line with the West right of way of said Highway 11; thence Southwestwardly along said Highway 11 to the Northeastern most corner of a parcel of land recorded in Deed book 952 at page 34 (Land Management LTD. Unto Mississippi Power Company, dated December 23, 2004) recorded at the chancery clerk's office of Forrest County Mississippi, said point being witnessed by a iron pin; thence leaving said Highway 11 run North 63°09'09" West for 410.11 feet to a iron pin; thence South 26°50'51" West for 801.48 feet to a iron pin set on the North margin of the Mississippi Power Company Transmission line right of way line ; thence North 75°46'27" East for 617.88 feet to a iron pin on the said West right of way line of Highway 11; thence Southwestwardly along said Highway 11 to the intersection of said Right of way line with the Northeastern most corner of a parcel of land recorded at Deed book 881, Page 193, (Land Management LTD unto Southern Development Resources LLC dated February 22, 2002) recorded in the Chancery Clerk's office of Forrest County Mississippi; thence leaving said Highway 11 run North 65°41'48" West for 914.27 feet to the Southeast right of way line of the Mississippi Power Transmission line easement; thence along said easement South 75°46'27" West for 629.00 feet; thence leaving said easement run South 02°50'00" West for 542.03 feet; thence South 46°11'28" East for 781.79' feet; thence South 65°41'47" East for 471.02' feet back to the West right of way line of Highway 11; thence Southwestwardly along said right of way line back to the point of beginning.

Said parcel contains 130 acres more or less and is located in the West 1/2 of Section 29, and the Northwest 1/4 of the Northwest 1/4 of Section 32, all in Township 4 North, Range 13 West, Forrest County Mississippi.

And also:

Commence at a 2" iron pin found at the Northwest corner of Section 28, Township 4 North Range 13 West , Forrest County Mississippi and run West for 291.19; thence South for 824.70' feet; thence North 86°09'58" West for 297.85 feet; thence North 86°09'58" West for 102.75' feet to the point of beginning thence North 86° 21' 13" West for 216.79' feet; thence South 75°48'26" West for 981.00' Feet; thence South 24°42'55" West for 1012.02'feet; thence North 65°44'26" West for 751.06' feet to the Southeastern right of way line of Mississippi Highway 11 thence Northeast along said right of way to its intersection with W.S.F. Tatum Boulevard; thence along said Boulevard to the west line of a parcel of land recorded at Deed Book 979 Page 254 on file at the Chancery Clerk's office of Forrest County Mississippi; thence South 09°27'22" East 1183.63' feet thence North 75°51'34" East for 401.34' feet; thence North 09°27'22"West for 1150.86' feet back to the said south right of way of W.S.F. Tatum

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Boulevard; thence along said road to the west line of a parcel of land recorded at Deed Book 1010 Page 112 on file at the Chancery Clerk's office of Forrest County Mississippi; thence South 09°27'22" East for 1371.05' feet back to the point of beginning.

Said parcel contains 57 acres more or less and is located in the Southeast 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the North 1/2 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 in Township 4 North, Range 13 West, Forrest County Mississippi.

And Also:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 29, Township 4 North Range 13 West, Forrest County, Mississippi and Run South 00°17'11" West for 1958.69' feet; thence East for 729.05' feet; thence South 65°40'29" East for 729.05' feet; thence North 24°46'52" East for 879.21' feet thence North 24°19'31" East for 150' feet to the point of beginning; thence North 65°40'29" West for 282.04' feet; thence South 24°19'31" West for 150.02' feet; thence North 65°40'29" West for 60.00' feet; Thence North 24°19'31" East for 235.54' feet; thence North 65°40'29" West for 384.66 feet to the Eastern right of way of Mississippi Highway 11; thence north easterly along said Highway right of way 11 North 22°51'36" East for 574.50' feet; thence South 65°40'29" East 747.83' feet; thence South 24°53'05" West for 659.87' feet back to the point of beginning.

Said parcel contains 10.6 acres more or less and is located in the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 29 in Township 4 North, Range 13 West, Forrest County Mississippi.

And Also:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Said Section 29, Township 4 North, Range 13 West, Forrest County Mississippi; thence South for 1956.07' feet; thence East for 1658.32' feet to a iron pin on the eastern Right of way line of US Hwy. 11; thence South 65°41'30" West for 248.61 feet to the point of beginning thence North 24°10'11" East for 266.37' feet; thence North 60°59'54" East for 50.64' feet; thence along a curve to the Right for 112.44 feet having a radius of 49.99 feet and a Chord Bearing of North 39°21'09" West and a Chord Distance of 90.19 feet; thence run along a curve to the right for 111.09' feet having a radius of 49.99 feet and a Chord Bearing of North 88°43'02" East and a chord length of 89.60 feet; thence North 17°19'26" West for 52.85 feet; thence North 20°39'15" East for 144.91 feet; thence North 65°45'52" West for 229.53' feet to the Eastern Right of way line of Mississippi Highway 11; thence along said right of way North 24°31'19" East for 209.81 feet; thence South 65°44'26" East 729.49 feet; thence South 24°43'50" West for 779.47' Feet; Thence North 65°43'00" West for 480.34 feet back to the point of beginning.

Said parcel contains 9.9 acres more or less and is located in the Southeast 1/4 of the Northwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 29 in Township 4 North, Range 13 West, Forrest County Mississippi.

And Also:

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A parcel of land located in the NW 1/4 of the NW 1/4 of Section 32, and also in the SW 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4, and the NE 1/4 of the SW 1/4, Section 29, all in Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of said Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to and for the Point of Beginning, said point also being on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet; thence leaving said boundary, run North 24 degrees 14 minutes 25 seconds East for 945.17 feet; thence run North 65 degrees 44 minutes 31 seconds West for 707.51 feet to a point on the east right-of-way of U.S. Highway 11; thence run along said right-of-way for the following calls: South 19 degrees 29 minutes 03 seconds West for 393.33 feet; thence run South 26 degrees 13 minutes 29 seconds West for 1503.80 feet; thence run South 27 degrees 34 minutes 47 seconds West for 127.46 feet back to the point of Beginning. Said parcel contains 23.24 acres more or less.

And Also:

A parcel of land located in the SE 1/4 of Section 29, and also in the SW 1/4 of the SW 1/4, Section 28, all in Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to a point on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet; thence continue along said boundary for the following calls: North 67 degrees 59 minutes 49 seconds East for 490.29 feet; thence run North 75 degrees 49 minutes 54 seconds East for 1590.09 feet to and for the Point of Beginning; thence run South 41 degrees 44 minutes 43 seconds East for 575.87 feet; thence run North 78 degrees 56 minutes 51 seconds East for 539.97 feet; thence run North 65 degrees 00 minutes 09 seconds East for 799.56 feet; thence run South 77 degrees 36 minutes 33 seconds East for 348.51 feet; thence run South 03 degrees 35 minutes 44 seconds East for 210.76 feet to a point on the northwestern boundary of Vintage Springs subdivision as filed in the Forrest County Chancery Clerk's office; thence run North 74 degrees 51 minutes 02 seconds East along said boundary for 205.19 feet to a point on the southern boundary of the property described in Deed Book 899 on Page 636; thence run along said boundary for the following calls: North 26 degrees 13 minutes 06 seconds West for 325.12 feet; thence run North 00 degrees 02 minutes 02 seconds West for 331.32 feet; thence run North 89 degrees 53 minutes 26 seconds West for 629.60 feet; thence run South 58 degrees 01 minute 58 seconds West for 485.77 feet; thence run North 65 degrees 07 minutes 48 seconds West for 1097.85 feet; thence

OB A8

leaving said southern boundary, run South 00 degrees 46 minutes 00 seconds West for 608.99 feet back to the Point of Beginning.

Said parcel contains 27.38 acres more or less.

Total land area of Parcel 1 is 258.12 acres, more or less.

Parcel 2:

A parcel of land located in the SE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 29 Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to a point on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet to and for the Point of Beginning; thence continue along said boundary for the following calls: North 67 degrees 59 minutes 49 seconds East for 490.29 feet; thence run North 75 degrees 49 minutes 54 seconds East for 1590.09 feet; thence leaving said boundary, run North 00 degrees 46 minutes 00 seconds East for 608.99 feet; thence run South 86 degrees 25 minutes 23 seconds West for 601.72 feet to the south boundary of the property described in Deed Book 680 on Page 155; thence run South 74 degrees 27 minutes 41 seconds West along said boundary for 1054.39 feet; thence run South 24 degrees 14 minutes 25 seconds West for 945.17 feet back to the Point of Beginning. Said parcel contains 28.75 acres more or less.

OB A9

Legal Description
for
Proposed Parcel 1

Parcel 1

Commence at the intersection of the west line of Section 32, Township 4 North, Range 13 West, Forrest County Mississippi and the North line of Mississippi Highway 11; thence north to the Northwest corner of said Section 32, thence continue North along the west line of Section 29, to the intersection of said line with the Southeast right of way of an existing railroad thence northeasterly along said railroad to its intersection with the North line of said Section 29; thence East along the North line of said Section 29 to the intersection of said line with the West right of way of said Highway 11; thence Southwestwardly along said Highway 11 to the Northeastern most corner of a parcel of land recorded in Deed book 952 at page 34 (Land Management LTD. Unto Mississippi Power Company, dated December 23, 2004) recorded at the chancery clerk's office of Forrest County Mississippi, said point being witnessed by a iron pin; thence leaving said Highway 11 run North $63^{\circ}09'09''$ West for 410.11 feet to a iron pin; thence South $26^{\circ}50'51''$ West for 801.48 feet to a iron pin set on the North margin of the Mississippi Power Company Transmission line right of way line ; thence North $75^{\circ}46'27''$ East for 617.88 feet to a iron pin on the said West right of way line of Highway 11; thence Southwestwardly along said Highway 11 to the intersection of said Right of way line with the Northeastern most corner of a parcel of land recorded at Deed book 881, Page 193, (Land Management LTD unto Southern Development Resources LLC dated February 22, 2002) recorded in the Chancery Clerk's office of Forrest County Mississippi; thence leaving said Highway 11 run North $65^{\circ}41'48''$ West for 914.27 feet to the Southeast right of way line of the Mississippi Power Transmission line easement; thence along said easement South $75^{\circ}46'27''$ West for 629.00 feet; thence leaving said easement run South $02^{\circ}50'00''$ West for 542.03 feet; thence South $46^{\circ}11'28''$ East for 781.79' feet; thence South $65^{\circ}41'47''$ East for 471.02' feet back to the West right of way line of Highway 11; thence Southwestwardly along said right of way line back to the point of beginning.

Said parcel contains 130 acres more or less and is located in the West 1/2 of Section 29, and the Northwest 1/4 of the Northwest 1/4 of Section 32, all in Township 4 North, Range 13 West, Forrest County Mississippi.

And also:

Commence at a 2" iron pin found at the Northwest corner of Section 28, Township 4 North Range 13 West , Forrest County Mississippi and run West for 291.19; thence South for 824.70' feet; thence North $86^{\circ}09'58''$ West for 297.85 feet; thence North $86^{\circ}09'58''$ West for 102.75' feet to the point of beginning thence North $86^{\circ}21'13''$ West for 216.79' feet; thence South $75^{\circ}48'26''$ West for 981.00' Feet; thence South $24^{\circ}42'55''$ West for 1012.02' feet; thence North $65^{\circ}44'26''$ West for 751.06' feet to the Southeastern right of way line of Mississippi Highway 11 thence Northeast along said right of way to its intersection with W.S.F. Tatum Boulevard; thence along said Boulevard to the west line of a parcel of land recorded at Deed Book 979 Page 254 on file at the Chancery Clerk's office of Forrest County Mississippi; thence South $09^{\circ}27'22''$ East 1183.63' feet thence North $75^{\circ}51'34''$ East for 401.34' feet; thence North $09^{\circ}27'22''$ West for 1150.86' feet back to the said south right of way of W.S.F. Tatum Boulevard; thence along said road to the west line of a parcel of land recorded at Deed Book 1010 Page

OB A10

112 on file at the Chancery Clerk's office of Forrest County Mississippi; thence South $09^{\circ}27'22''$ East for 1371.05' feet back to the point of beginning.

Said parcel contains 57 acres more or less and is located in the Southeast 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the North 1/2 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 in Township 4 North, Range 13 West, Forrest County Mississippi.

And Also:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 29, Township 4 North Range 13 West, Forrest County, Mississippi and Run South $00^{\circ}17'11''$ West for 1958.69' feet; thence East for 729.05' feet; thence South $65^{\circ}40'29''$ East for 729.05' feet; thence North $24^{\circ}46'52''$ East for 879.21' feet thence North $24^{\circ}19'31''$ East for 150' feet to the point of beginning; thence North $65^{\circ}40'29''$ West for 282.04' feet; thence South $24^{\circ}19'31''$ West for 150.02' feet; thence North $65^{\circ}40'29''$ West for 60.00' feet; Thence North $24^{\circ}19'31''$ East for 235.54' feet; thence North $65^{\circ}40'29''$ West for 384.66 feet to the Eastern right of way of Mississippi Highway 11; thence north easterly along said Highway right of way 11 North $22^{\circ}51'36''$ East for 574.50' feet; thence South $65^{\circ}40'29''$ East 747.83' feet; thence South $24^{\circ}53'05''$ West for 659.87' feet back to the point of beginning.

Said parcel contains 10.6 acres more or less and is located in the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 29 in Township 4 North, Range 13 West, Forrest County Mississippi.

And Also:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Said Section 29, Township 4 North, Range 13 West, Forrest County Mississippi; thence South for 1956.07' feet; thence East for 1658.32' feet to a iron pin on the eastern Right of way line of US Hwy. 11; thence South $65^{\circ}41'30''$ West for 248.61 feet to the point of beginning thence North $24^{\circ}10'11''$ East for 266.37' feet; thence North $60^{\circ}59'54''$ East for 50.64' feet; thence along a curve to the Right for 112.44 feet having a radius of 49.99 feet and a Chord Bearing of North $39^{\circ}21'09''$ West and a Chord Distance of 90.19 feet; thence run along a curve to the right for 111.09' feet having a radius of 49.99 feet and a Chord Bearing of North $88^{\circ}43'02''$ East and a chord length of 89.60 feet; thence North $17^{\circ}19'26''$ West for 52.85 feet; thence North $20^{\circ}39'15''$ East for 144.91 feet; thence North $65^{\circ}45'52''$ West for 229.53' feet to the Eastern Right of way line of Mississippi Highway 11; thence along said right of way North $24^{\circ}31'19''$ East for 209.81 feet; thence South $65^{\circ}44'26''$ East 729.49 feet; thence South $24^{\circ}43'50''$ West for 779.47' Feet; Thence North $65^{\circ}43'00''$ West for 480.34 feet back to the point of beginning.

Said parcel contains 9.9 acres more or less and is located in the Southeast 1/4 of the Northwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 29 in Township 4 North, Range 13 West, Forrest County Mississippi.

And Also:

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 32, and also in the SW 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4, and the NE 1/4 of the SW 1/4, Section 29, all in Township

OB All

4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of said Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to and for the Point of Beginning, said point also being on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet; thence leaving said boundary, run North 24 degrees 14 minutes 25 seconds East for 945.17 feet; thence run North 65 degrees 44 minutes 31 seconds West for 707.51 feet to a point on the east right-of-way of U.S. Highway 11; thence run along said right-of-way for the following calls: South 19 degrees 29 minutes 03 seconds West for 393.33 feet; thence run South 26 degrees 13 minutes 29 seconds West for 1503.80 feet; thence run South 27 degrees 34 minutes 47 seconds West for 127.46 feet back to the point of Beginning. Said parcel contains 23.24 acres more or less.

And Also:

A parcel of land located in the SE 1/4 of Section 29, and also in the SW 1/4 of the SW 1/4, Section 28, all in Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to a point on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet; thence continue along said boundary for the following calls: North 67 degrees 59 minutes 49 seconds East for 490.29 feet; thence run North 75 degrees 49 minutes 54 seconds East for 1590.09 feet to and for the Point of Beginning; thence run South 41 degrees 44 minutes 43 seconds East for 575.87 feet; thence run North 78 degrees 56 minutes 51 seconds East for 539.97 feet; thence run North 65 degrees 00 minutes 09 seconds East for 799.56 feet; thence run South 77 degrees 36 minutes 33 seconds East for 348.51 feet; thence run South 03 degrees 35 minutes 44 seconds East for 210.76 feet to a point on the northwestern boundary of Vintage Springs subdivision as filed in the Forrest County Chancery Clerk's office; thence run North 74 degrees 51 minutes 02 seconds East along said boundary for 205.19 feet to a point on the southern boundary of the property described in Deed Book 899 on Page 636; thence run along said boundary for the following calls: North 26 degrees 13 minutes 06 seconds West for 325.12 feet; thence run North 00 degrees 02 minutes 02 seconds West for 331.32 feet; thence run North 89 degrees 53 minutes 26 seconds West for 629.60 feet; thence run South 58 degrees 01 minute 58 seconds West for 485.77 feet; thence run North 65 degrees 07 minutes 48 seconds West for 1097.85 feet; thence leaving said southern boundary, run South 00 degrees 46 minutes 00 seconds West for 608.99 feet back to the Point of Beginning. Said parcel contains 27.38 acres more or less:

OB A12

Parcel 2:

A parcel of land located in the SE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 29 Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to a point on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet to and for the Point of Beginning; thence continue along said boundary for the following calls: North 67 degrees 59 minutes 49 seconds East for 490.29 feet; thence run North 75 degrees 49 minutes 54 seconds East for 1590.09 feet; thence leaving said boundary, run North 00 degrees 46 minutes 00 seconds East for 608.99 feet; thence run South 86 degrees 25 minutes 23 seconds West for 601.72 feet to the south boundary of the property described in Deed Book 680 on Page 155; thence run South 74 degrees 27 minutes 41 seconds West along said boundary for 1054.39 feet; thence run South 24 degrees 14 minutes 25 seconds West for 945.17 feet back to the Point of Beginning. Said parcel contains 28.75 acres more or less.

OB AB



SKETCH PLAT OF PROPOSED
TRACT ONE AND TRACT TWO

Clearpoint
Consulting Engineers, P.A.

6632 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 281-2908 • Fax (601) 281-6573

SCALE: NOT TO SCALE

**MINUTES
OF THE
REGULAR MEETING
OF THE**

HATTIESBURG PLANNING COMMISSION

JANUARY 4, 2012

The Hattiesburg Planning Commission did meet in a regular session on January 4, 2012 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
Judy Corts
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtry

Commissioners Absent:

Marjorie Chambers
Don McCleskey
Jessie Wilson

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician

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

Invocation:

Joe White

AGENDA REVIEW

There came the matter of the Agenda for the January 4, 2012 meeting. Item "C", filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), and Item "E" filed by the City of Hattiesburg, to amend the Land Development Code to add Article 5, Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and to amend the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation-Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06, were removed at the request of the staff. The agenda was approved as amended.

Motion made by:

Joe White

Motion seconded by:

Judy Corts

Commissioners voting aye:

Annie Pope
Judy Corts
Joseph White

Other Business:

There came the matter of other business Item A, the recommendation of preliminary plat to subdivide a lot, filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, for certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5) in a R-1A (Single-Family Residential) and B-5 (Regional Business) District. A motion was made by Commissioner McMurtrey to **APPROVE** the lot subdividing seconded by Commissioner Pope. Item A was unanimously approved by all present and voting.

There came the matter of other business Item B, the recommendation of preliminary plat to subdivide a lot, filed by W. C. and Linda Maples, owners, for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District. A motion was made by Commissioner White to **APPROVE** the lot subdividing seconded by Commissioner McMurtrey. Item B was unanimously approved by all present and voting.

There being no further business, the meeting was adjourned at 3:10 p.m.

Richard Conville, Chairman

Lisa Reid, Planning Administrator
/Recording Secretary



City of Hattiesburg, MS

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

Master

File Number: 2011-0417

File ID: 2011-0417

Type: Regular Agenda Item

Status: Passed

Version: 3

Reference:

In Control: City Council

File Created: 01/05/2012

Brief Title: Variance for crushed limestone - 135 and 145 Golf Course Road

Final Action: 01/17/2012

Minute Book Number:

Title:

Approve or Deny the petition filed by W. C. and Linda Maples, owners, to vary from Article 5, Section 89.03, which states that all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow a crushed limestone surface for a portion of a driveway, on certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Variance for limestone driveway - 135 & 145 Golf Course Road, Maples - variance

Enactment Number:

Contact:

Meeting Date:

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council	01/17/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve the petition filed by W. C. and Linda Maples, owners, to vary from Article 5, Section 89.03, which states that all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow a crushed limestone surface for a portion of a driveway, on certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2011-0417

Title

Approve or Deny the petition filed by W. C. and Linda Maples, owners, to vary from Article 5, Section 89.03, which states that all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow a crushed limestone surface for a portion of a driveway, on certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Summary

Variance for crushed limestone - 135 and 145 Golf Course Road

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION

January 4, 2012

ITEM B

PROPERTY ADDRESS:

135 and 145 Golf Course Road

PETITIONER:

W. C. and Linda Maples, owners

PARCEL NUMBER: 187-10140-4

PPIN: 009558

WARD: 1

REQUEST: Vary from all-weather hard surface requirements and instead allow limestone for a portion of the driveway.

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:

A subdivision application is also filed to be reviewed by HPC.

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 11-11-262 Last reviewed by SPRC on 12/2/2011. See minutes on page B-1.

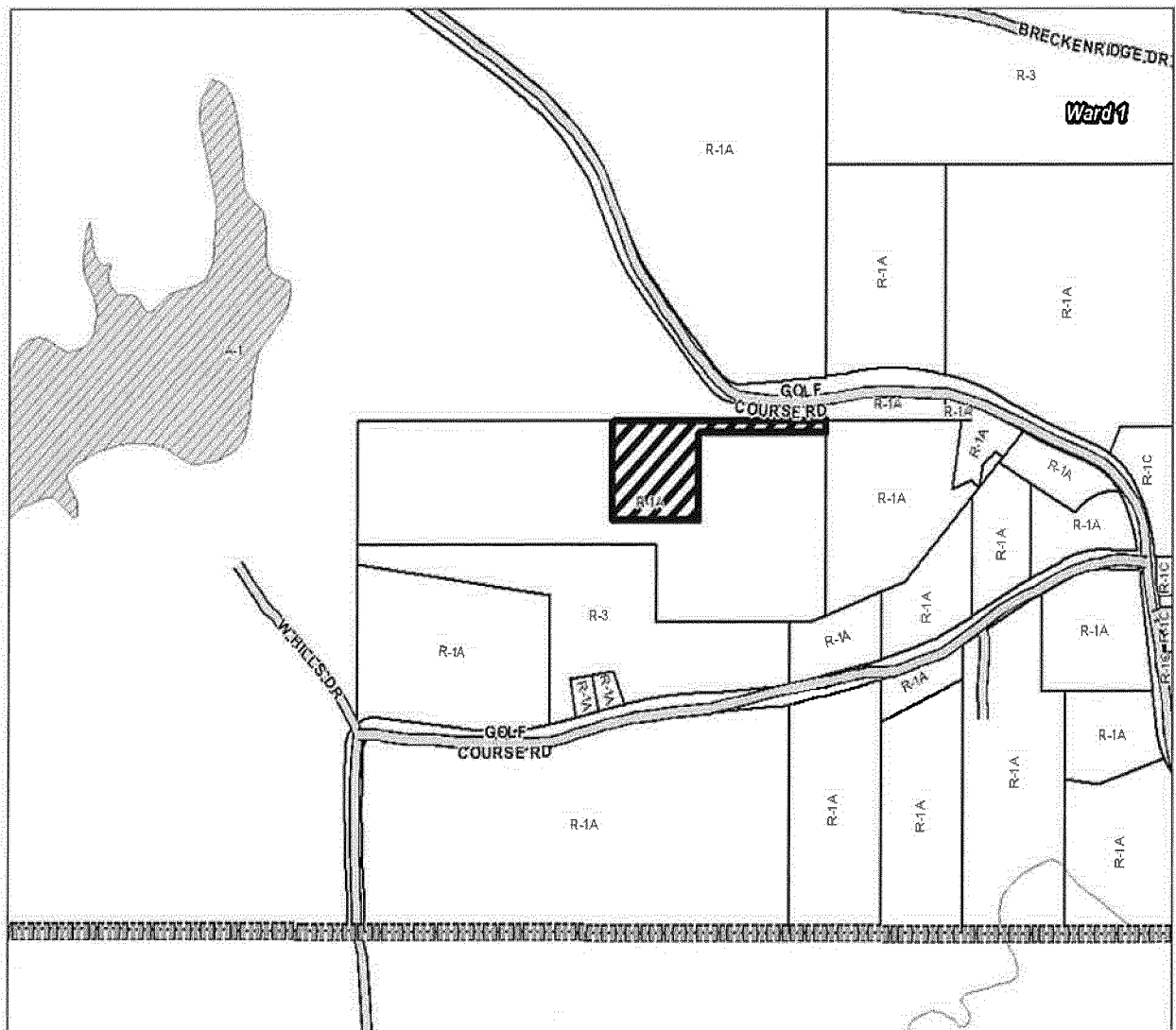
SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

Other: N/A

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A



PROPERTY ADDRESS:**135 and 145 Golf Course Road****ZONING:**

R-1A (Single-Family Residential) District

PHYSICAL SITE CHARACTERISTICS:

This lot is a partially improved lot with an area of approximately 12 acres. The owners have split off a 1.5 acre tract for a second home.

REQUESTED ACTION:

- ⇒ all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow a crushed limestone surface for a portion of a driveway

STREETS AND TRAFFIC:

The subject property is located on the south side of Golf Course Road between Classic Drive and Westhills Drive. There are two houses on a portion of this property, with the remaining property being wooded.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 5, Section 89.03

PARKING AND ACCESS:

The subject parcel will access across an easement from USM property on Golf Course Road.

ADJACENT ZONING AND LAND USES:

NORTH: A-1 (General Agricultural) District; and is owned by USM for future development.

SOUTH: R-1A (Single-Family Residential) District; and is a vacant wooded lot.

EAST: R-1A (Single-Family Residential) District; and is a vacant wooded lot.

WEST: A-1 (General Agricultural) District; and is a vacant wooded lot.

CHARACTER OF THE NEIGHBORHOOD:

These lots are located along the south side of Golf Course Road. The surrounding property is zoned single and multi-family residential and general agricultural.

FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as a Planned Mixed-Use District.

The current use of the property is R-1A, single-family residential with no proposed change.

CRITERIA FOR AMENDMENTS:

- Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district
- Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district
- Special conditions and circumstances do not result from the actions of the applicant
- Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.

Project No. 11-11-262

12/02/2011

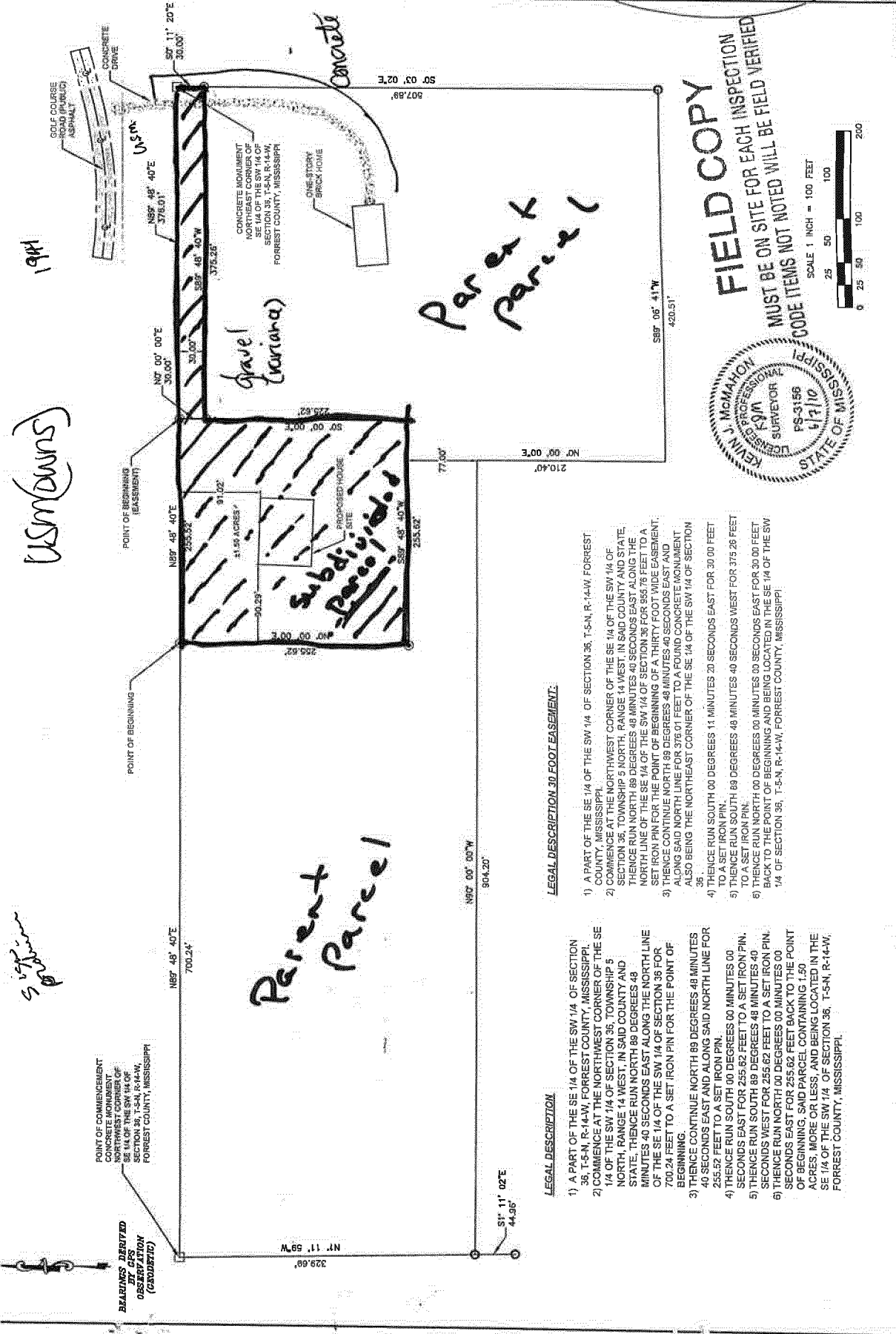
CONCEPT REVIEW

Maples (driveway)

135 Golf Course Road

Presented by: W. C. & Linda Maples

1. Building Department has a copy of the easement from USM and will forward copy to Planning and Engineering.
2. Concept approved to proceed with variance and subdividing of lots.





Subject Property



Property to the East



Property to the North



Property to the South



Property to the Northeast



Property to the Northwest



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

January 6, 2012

Mr. & Mrs. Willis Maples
145 Golf Course Road
Hattiesburg, MS 39402

RE: Variance application for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) to allow crushed limestone surface and to subdivide lot.

Dear Mr. & Mrs. Maples:

The Hattiesburg Planning Commission reviewed your request, outlined above, on January 4, 2012. Their recommendation was to **APPROVE** your request.

Any aggrieved party (proponent or opponent) has ten (10) days after the Planning Commission's recommendation to file an appeal with the Planning Administrator asking for a public hearing before the Hattiesburg City Council.

If no appeal is filed, the City Council will consider and vote on your request on **Tuesday, January 17, 2012** at 4:00 p.m. in the Council Chambers at City Hall (*you or your representative are urged to attend this review in order to answer any remaining questions*).

Please call me at 601.545.4599 if I may be of further assistance to you.

Sincerely,

Lisa J. Reid, CFM

Planning Administrator, Department of Urban Development



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

December 21, 2011

Mr. & Mrs. Willis Maples
145 Golf Course Road
Hattiesburg, MS 39402

RE: Variance application for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) to allow crushed limestone surface and to subdivide lot.

Dear Mr. & Mrs. Maples:

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 January 4, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

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

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

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

Please call the Department of Urban Development at 545-4599 if you have any questions.

Sincerely,

Tamika A. Paige
Tamika A. Paige
Office Manager

Enclosure

cc: Cleo Bryant, 135 Golf Course Road, Hattiesburg, MS 39402

7011 2000 0000 6953 5023

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	Mr. & Mrs. Willis Maples
Street, Apt. or PO Box	145 Golf Course Road
City, State	Hattiesburg, MS 39402

Postmark Here

PS Form 3800, August 2009

B1

\$175⁰⁰

PLEASE TYPE OR PRINT APPLICATION

Date 11/28/11

**LAND DEVELOPMENT CODE
HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION FOR VARIANCE**

CITY OF HATTIESBURG

P O BOX 1898 (200 Forrest Street/39401)

HATTIESBURG, MS 39403-1898

Lisa Reid, Planning Manager, Department of Urban Development

(601) 554-1031, FAX (601) 545-1962

VARIANCE HEARING TYPE REQUESTED:

Check One:

Sign _____ Setback _____ Parking _____ Lot/Width/Coverage Area _____
Buffer _____ Flood Zone _____ Open Space _____ Other Driveway Hard Surface

Land Development Code Article No. 5 Section 89.03 ;

Article No. N/A Section N/A ; Article No. N/A Section N/A

ADDRESS OF PROPERTY FOR VARIANCE:

135 + 145 Golf Course Road
Municipal Street Number Street Name

APPLICANT:

NAME: Willis + Linda Maples

MAILING ADDRESS: 145 Golf Course Rd

TELEPHONE: (W) N/A (H) 602 420-0222 (C) 602 420-1074 (Linda)
(W. Willis)

REPRESENTED BY:

NAME: Same as Applicant

MAILING ADDRESS: _____

TELEPHONE: (W) _____ (H) _____ (C) _____

CURRENT OWNER (S) OF PROPERTY:

NAME: Cleo Bryant (and the Maples listed above)

MAILING ADDRESS: 135 Golf Course Rd

TELEPHONE: (W) _____ (H) 601 264-8333 (C) _____

B2

1. This property is located on the South side
(North/South/East/West)
of Golf Course Road (Street Name) and lies between
Classic Drive and Westhills Drive.
(Street Name) (Street Name)

Existing Zoning: R-1A

City Tax Parcel Number: 187-10140-4

PPIN Number: 9558

Lot Frontage: 1,331.77 Feet

Lot Depth: 507.89 (Deepest end) Feet

Square Footage / Acres: 12 (for all lots - Maples have subdivided / recorded at County but does not yet appear as split until 2012 tax year)

Existing Structure or Unimproved? Existing Structure

Number of existing buildings? 2

Use of buildings: Residential ☒ Commercial ☐ Industrial ☐

Physical Characteristics: 2 Brick homes

Land Use History: residential / wooded

2. Explain variance(s) requested: Due to distance from road to house, applicant wishes to have a gravel drive after the required initial 50 foot of hard surface.

3. Are there any Land Use Code violations on file on this property with the City?
If yes, please explain: no

4. List reasons why you feel that the property could not be reasonably used without the requested variance: Property is currently rural with lots of wooded and agricultural uses and a hard surface would not blend into this rural setting.

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

5. All of the following conditions must be met before a variance can be recommended.
Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

This area has large estates & acreage lots, most are very rural in appearance and are similar to what we propose. Therefore we feel there is no special condition but warranted to keep land as natural as possible.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

All Property prior to annexation in this area and residential setting, most with gravel driveway. Many of those gravel drives still exist.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

Land has been in family since 1940's and we want to keep land as natural as possible, without providing any special condition to us or adjoining properties.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

See A+B above.

WITNESS THE SIGNATURES of the OWNER (S) of the subject property located at
135 + 145 Golf Course Road, on this, the _____ day of,
A.D., 20_____.

In the matter of the variance request, and property owner further authorizes the following named
person to represent property owner at the public hearing on this petition
W. G. and Linda Maples
on this the _____ day of _____, 20_____.

Cleo S Bryant
Property Owner

Property Owner

STATE OF Mississippi
COUNTY OF Forrest

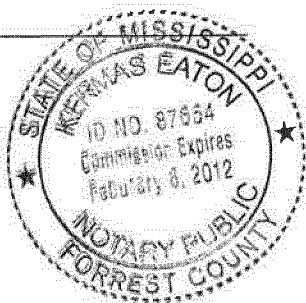
Personally came and appeared before me, the within named Cleo S Bryant
_____, who signed and delivered the
above and forgoing instrument as and for their free act and deed, on the day and year therein
mentioned, and who acknowledged to me that they are the owner(s) of the subject property
described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the
6th day of December, A.D., 2011.

Kern Eaton
(Notary Public)

MY COMMISSION EXPIRES:

2.6.2012



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

_____, on this, the _____ day of,
A.D., 20____.

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

on this the _____ day of _____, 20____.

Linda S. Maples
Property Owner
Willie B. Maples
Property Owner

STATE OF Mississippi
COUNTY OF Forrest

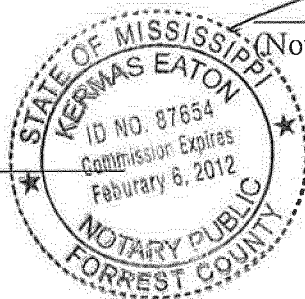
Personally came and appeared before me, the within named Linda & Willie Maples
_____, who signed and delivered the
above and forgoing instrument as and for their free act and deed, on the day and year therein
mentioned, and who acknowledged to me that they are the owner(s) of the subject property
described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the
6th day of December, A.D., 2011.

[Signature]
(Notary Public)

MY COMMISSION EXPIRES:

2-6-2012



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by W. C. and Linda Maples, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to vary from Article 5, Section 89.03, which states that all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow a crushed limestone surface for a portion of a driveway, on certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District, said property being more particularly described as follows, to-wit:

The North-half (N1/2) of the North-half (N1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty-Six (36), Township Five (5) North, Range Fourteen (14) West, Forrest County, Mississippi, and two (2) acres, more or less, described as follows:

Begin 330 feet South of the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section Thirty-Six (36), Township (5) North and Range (14) West, Forrest County, Mississippi, thence run West 420 feet, thence run South 210 feet thence run East 420 feet, thence run North 210 feet to the Point of Beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, January 4, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 12th day of December, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, December 16, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

B7

**MINUTES
OF THE
REGULAR MEETING
OF THE**

HATTIESBURG PLANNING COMMISSION

JANUARY 4, 2012

The Hattiesburg Planning Commission did meet in a regular session on January 4, 2012 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
Judy Corts
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey

Commissioners Absent:

Marjorie Chambers
Don McCleskey
Jessie Wilson

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician

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

Invocation:

Joe White

AGENDA REVIEW

There came the matter of the Agenda for the January 4, 2012 meeting. Item "C", filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), and Item "E" filed by the City of Hattiesburg, to amend the Land Development Code to add Article 5, Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and to amend the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation-Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06, were removed at the request of the staff. The agenda was approved as amended.

Motion made by:

Joe White

Motion seconded by:

Judy Corts

Commissioners voting aye:

Annie Pope
Judy Corts
Joseph White

There came the matter of Item B, the petition filed by W. C. and Linda Maples, owners, to vary from Article 5, Section 89.03, which states that all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow a crushed limestone surface for a portion of a driveway, on certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District. Discussion began at 1:38 p.m.

Name	Address	City/State
<u>Presented by:</u>	W. C. Maples	145 Golf Course Road Hattiesburg, MS 39401
<u>Proponents:</u>	None	
<u>Opponents:</u>	None	

Chairman Conville declared the Public Hearing closed at 1:52 p.m. and the Business Meeting open to vote on the request.

Motion made by: Joe White

Motion seconded by: Judy Corts

Commissioners voting aye: Annie Pope
Judy Corts
Linda McMurtrey
Robin Roberts
Joe White

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item B for the following reasons:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
2. Literal interpretation of the provisions o the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district.
3. Special conditions and circumstances do not result from the actions of the applicant.
4. Granting the variance requested will not confer on the applicant any special privilege that I denied by the Code to other lands, structures or buildings in the same district.



City of Hattiesburg, MS

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

Master

File Number: 2011-0422

File ID: 2011-0422

Type: Regular Agenda Item

Status: Passed

Version: 3

Reference:

In Control: City Council

File Created: 01/06/2012

Brief Title: Subdividing a lot - 135 and 145 Golf Course Road

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/10

Title:

Approve or Deny the preliminary plat to subdivide a lot, filed by W. C. and Linda Maples, owners, for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Subdiving of Lot - 135 & 145 Golf Course Road,
Subdividing - Tatum & Maples

Enactment Number:

Contact:

Meeting Date:

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve the preliminary plat to subdivide a lot, filed by W. C. and Linda Maples, owners, for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2011-0422

Title

Approve or Deny the preliminary plat to subdivide a lot, filed by W. C. and Linda Maples, owners, for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to Approve on January 4, 2012.

Summary

Subdividing a lot - 135 and 145 Golf Course Road

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION January 4, 2012 Lot Subdividing –B

PROPERTY ADDRESS:

135 and 145 Golf Course Road

PETITIONER:

W. C. and Linda Maples, owners

PARCEL NUMBER: 187-10140-4**PPIN:** 009558**WARD:** 1**REQUEST:** vary from all-weather hard surface requirements**SPECIAL DISTRICTS:**

Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

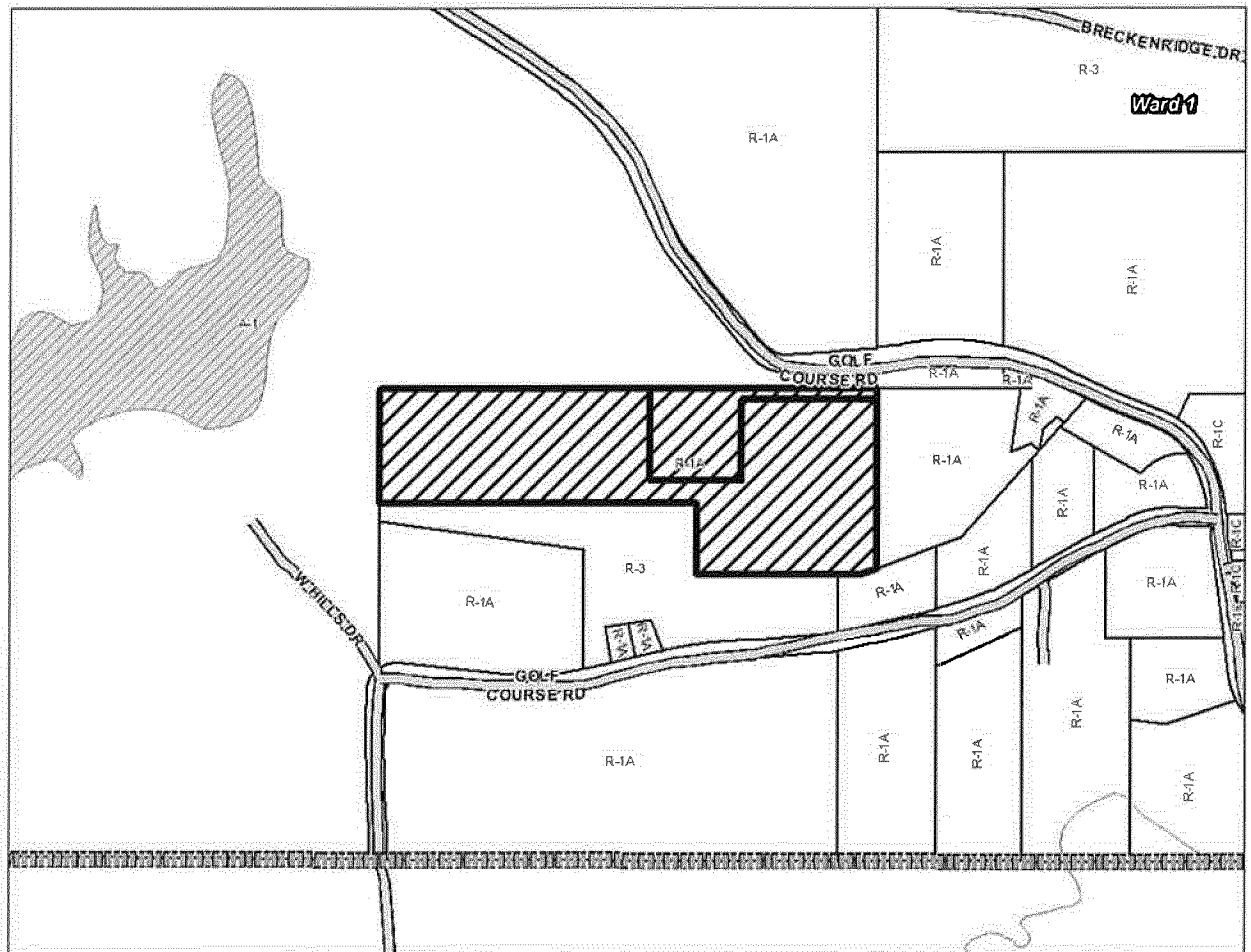
Other: N/A

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:

A variance from hard surface parking is pending on Item B at this meeting.

STAFF FINDINGS:

Property meets all the requirements. The house was built 2 years ago, but no Certificate of Occupancy was issued due to the driveway issue. Owners have obtained an easement from USM to pave a portion of the driveway as required by the City.



11/28/11

HATTIESBURG PLANNING COMMISSION PUBLIC HEARING APPLICATION

For Additional Information contact:

Lisa Reid, Planning Manager

Urban Development -Planning Division; City of Hattiesburg

P. O. Box 1898 (39403); 200 Forrest Street (39401)

ph: 601-554-1031 fax: 601-545-1962

E-Mail: lreid@hattiesburgms.com

REQUEST FOR SUBDIVIDING OF LOT, PARCEL, OR TRACT

ADDRESS OF PROPERTY: 135 Golf Course Road
Municipal Number and Street Name

Present Zoning Classification: R-1A Ward 1

City Tax Parcel Number: 187-10140-4

Subdivision Block and Lot Number: 36 - Section 36/T-05N/R-14W

APPLICANT:

Name: Willis + Linda Maples

Mailing Address: 145 Golf Course Road

Telephone (W) N/A (H) 662-420-0222 (C) 662-420-1074

REPRESENTED BY:

Name: Same as applicant

Mailing Address: _____

Telephone (W) _____ (H) _____ (C) _____

CURRENT OWNER(S) OF PROPERTY:

Name: Cleo Bryant (and the Maples listed above)

Mailing Address: 135 Golf Course Road

Telephone (W) _____ (H) ⁶⁰¹ 264-8333 (C) _____

1. This property is located on the South side of Golf Course Rd
North/South/East/West Street Name
and lies between Classic Drive and Westhills Drive
Street Name Street Name

2. Property data:

Existing lot/parcel/tract contains 1.2 Square Footage/Acres

Lot Area Requirement: 10,000

Lot Frontage Requirement: 50' at building setback

Existing use of lot/parcel/tract residential/wooded

To be subdivided into 2 lots/parcels.

Newly subdivided Parcel #1 contains 10.5 sq. feet/acres

Public Road frontage? Yes ☒ No ☐

If yes, name of road(s) Golf Course Rd

Private Road frontage? Yes ☐ No ☐

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes ☐ No ☐

Newly subdivided Parcel #2 contains 65,316 sq. feet/acres 1.5

Public Road frontage? Yes yes No ☐

If yes, name of road(s) Golf Course Rd

Private Road frontage? Yes ☐ No ☐

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes ☐ No ☐

Newly subdivided Parcel #3 contains _____ sq. feet/acres

Public Road frontage? Yes ☐ No ☐

If yes, name of road(s) _____

Private Road frontage? Yes ☐ No ☐

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes ☐ No ☐

Newly subdivided Parcel #4 contains _____ sq. feet/acres

Public Road frontage? Yes ☐ No ☐

If yes, name of road(s) _____

Private Road frontage? Yes ☐ No ☐

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes ☐ No ☐

3. Purpose for request: To subdivide family property

4. Infrastructure required:
Water/~~sewer~~ ✓ Gas _____ Electric ✓ Telephone N/A Cable N/A Streets ✓

5. Are there any Land Use Code violations on file on this property with the City? no
If yes, please explain: _____

6. ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE:

Property to the NORTH: Zoning Classification A-1
Current use: USM - future development
Circle current use: Residential Commercial Industrial Vacant

Property to the SOUTH: Zoning Classification R-3
Current use: wooded-vacant
Circle current use: Residential Commercial Industrial Vacant

Property to the EAST: Zoning Classification R-1A
Current use: wooded-vacant
Circle current use: Residential Commercial Industrial Vacant

Property to the WEST: Zoning Classification A-1
Current use: wooded-vacant
Circle current use: Residential Commercial Industrial Vacant

7. BUFFER REQUIREMENTS (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows:

NORTH N
SOUTH /
EAST A
WEST _____

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

9. Is the property in a Flood District? X If Yes, describe zone: non-flood

WITNESS THE SIGNATURES of the OWNER (S) of the subject property located at _____, on this, the _____ day of, A.D., 20____.

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

on this the _____ day of _____, 20____.

Linda S. Maples
Property Owner
Willie B. Maples
Property Owner

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally came and appeared before me, the within named Linda + Willie Maples, who signed and delivered the above and forgoing instrument as and for their free act and deed, on the day and year therein mentioned, and who acknowledged to me that they are the owner(s) of the subject property described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the 6th day of December, A.D., 2011.

MY COMMISSION EXPIRES:

2-6-2012



(Notary Public)

OB B4

**MINUTES
OF THE
REGULAR MEETING
OF THE**

HATTIESBURG PLANNING COMMISSION

JANUARY 4, 2012

The Hattiesburg Planning Commission did meet in a regular session on January 4, 2012 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
Judy Corts
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtry

Commissioners Absent:

Marjorie Chambers
Don McCleskey
Jessie Wilson

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician

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

Invocation:

Joe White

AGENDA REVIEW

There came the matter of the Agenda for the January 4, 2012 meeting. Item "C", filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), and Item "E" filed by the City of Hattiesburg, to amend the Land Development Code to add Article 5, Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and to amend the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation-Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06, were removed at the request of the staff. The agenda was approved as amended.

Motion made by:

Joe White

Motion seconded by:

Judy Corts

Commissioners voting aye:

Annie Pope
Judy Corts
Joseph White

Other Business:

There came the matter of other business Item A, the recommendation of preliminary plat to subdivide a lot, filed by Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC, applicant, for certain vacant property located off Veterans Memorial Drive (portion of Parcel: 169-10125-1, PPIN 006976, Ward 5) in a R-1A (Single-Family Residential) and B-5 (Regional Business) District. A motion was made by Commissioner McMurtrey to **APPROVE** the lot subdividing seconded by Commissioner Pope. Item A was unanimously approved by all present and voting.

There came the matter of other business Item B, the recommendation of preliminary plat to subdivide a lot, filed by W. C. and Linda Maples, owners, for certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District. A motion was made by Commissioner White to **APPROVE** the lot subdividing seconded by Commissioner McMurtrey. Item B was unanimously approved by all present and voting.

There being no further business, the meeting was adjourned at 3:10 p.m.

Richard Conville, Chairman

Lisa Reid, Planning Administrator
/Recording Secretary



City of Hattiesburg, MS

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

Master

File Number: 2012-0458

File ID: 2012-0458

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Katrina CDBG Economic Development Grant Agreements

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/10

Title:

Authorize the Mayor to execute triplicate original Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority in connection with the Hub City Lofts Downtown Development Project (Recovery).

Notes:

Sponsors:

Enactment Date:

Attachments: Katrina CDBG Economic Development Grant Agreements, Executed Katrina grant, Hub City Lofts-Loan Documents

Enactment Number:

Contact:

Meeting Date: 01/17/2012

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	01/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor to execute triplicate original Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority in connection with the Hub City Lofts Downtown Development Project (Recovery).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0458

Title

Authorize the Mayor to execute triplicate original Katrina CDBG Economic Development Grant Agreements with Mississippi Development Authority in connection with the Hub City Lofts Downtown Development Project (Recovery).

Summary

Katrina CDBG Economic Development Grant Agreements

Budget Information

Expenditure Type

Purchasing Item

Publication Information



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
LELAND R. SPEED
EXECUTIVE DIRECTOR

January 6, 2012

Honorable Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg
Post Office Drawer 1898
Hattiesburg, Mississippi 39403-1898

Dear Mayor DuPree:

Enclosed are three original signed copies of your Katrina CDBG Economic Development Grant Agreement. Please sign and date the contracts, retain one original for your records and send two originals back to:

Mississippi Development Authority
Disaster Recovery Division
Woolfolk Building 6th Floor
ATTN: Tina Hines
P.O. Box 849
Jackson, Mississippi 39205

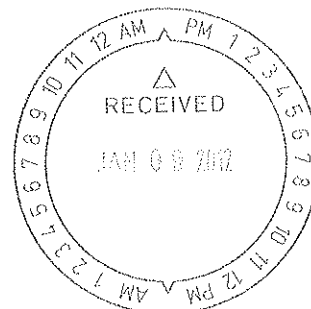
We thank you for your commitment to your community.

Sincerely,

Steven C. Hardin
Director
Community Services Division

Enclosures

cc: Ann Frazier



MISSISSIPPI DEVELOPMENT AUTHORITY
SUBGRANT SIGNATURE SHEET
501 North West Street, 6th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi

1. Subgrantee's Name, Address, and Telephone Number City of Hattiesburg Honorables Johnny L. DuPree, Ph.D. Post Office Drawer 1898 Hattiesburg, Mississippi 39403-1898 Phone (601) 545-4501 Fax (601) 545-4608	2. Effective Date: December 20, 2011 3. Subgrant Number: R-103-205-02-KED 4. Grant Identifier: (Funding Source & Year): CFDA Number: 14.219 & 14.228 5. Beginning and Ending Dates: December 20, 2011- December 20, 2014 6. Subgrant Payment Method: ☐ Cost Reimbursement ☒ Current Needs ☐ Fixed Unit or Performance Based 7. Page 1 of 32								
8. Project Description: This project will provide loan monies to Hub City Lofts, LLC for the purchase and revitalization of two historic buildings located at 501 Main Street (The Faulkner Building) and 201 East Front Street (The Ross Building) in downtown Hattiesburg, Forrest County, Mississippi.	9. National Objective: ☒ Low/Moderate Income ☐ Slums or Blight ☐ Urgent Needs 10. The following funds are obligated: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Federal</td> <td style="text-align: center;">Other</td> </tr> <tr> <td style="text-align: center;">\$2,000,000.00</td> <td style="text-align: center;">\$8,597,393.00</td> </tr> </table>	Federal	Other	\$2,000,000.00	\$8,597,393.00				
Federal	Other								
\$2,000,000.00	\$8,597,393.00								
11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement: <table style="width: 100%; border: none;"> <tr> <td>☒ Budget</td> <td>☒ Special Provisions Stipulated by HUD</td> </tr> <tr> <td>☒ General Terms and Conditions</td> <td>☒ HUD Disaster Community Development Block Grant Assurances</td> </tr> <tr> <td>☒ Special Conditions</td> <td></td> </tr> <tr> <td>☒ Financial Management</td> <td></td> </tr> </table> All policies, terms, conditions, and provisions of the current notebooks entitled <i>Community Development Block Grant Program</i>, <i>Katrina CDBG Implementation Manual</i>, and <i>CDBG Policy Statements</i> are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.		☒ Budget	☒ Special Provisions Stipulated by HUD	☒ General Terms and Conditions	☒ HUD Disaster Community Development Block Grant Assurances	☒ Special Conditions		☒ Financial Management	
☒ Budget	☒ Special Provisions Stipulated by HUD								
☒ General Terms and Conditions	☒ HUD Disaster Community Development Block Grant Assurances								
☒ Special Conditions									
☒ Financial Management									
12. Approved for Contractor: Signature Date Name: Steven C. Hardin Title: Director, Community Services Division	13. Approved for Subgrantee: Signature Date Name: Honorable Johnny L. DuPree, Ph.D. Title: Mayor, City of Hattiesburg								

Katrina Supplemental CDBG Program Budget Summary

Applicant: City of Hattiesburg

Funding Year: _____

Grant Year: _____

Contract: # _____

Description	MDA	IDIS	Other Funding Sources			
Administration			Katrina CDBG			Total
General Administration						\$ 0.00
Application Prep.						\$ 0.00
Audit						\$ 0.00
Subtotal (A)			\$0.00	\$0.00	\$0.00	\$ 0.00
Description	MDA	IDIS	Other Funding Sources			
Public Facilities			Katrina CDBG	Hub City Lofts, LLC		Total
Acquisition			\$2,000,000.00			\$2,000,000.00
Architectural/Engineering						\$ 0.00
Bridges						\$ 0.00
Construction of Public Building						\$ 0.00
Contingency						\$ 0.00
Demolition						\$ 0.00
Drainage & Flood Protection						\$ 0.00
Fire protection						\$ 0.00
Legal						\$ 0.00
Public Service						\$ 0.00
Rail						\$ 0.00
Renovation of Public Building						\$ 0.00
Sewage Pumping Station						\$ 0.00
Sewage Treatment						\$ 0.00
Sewer Line(s)						\$ 0.00
Street & Road Improvements						\$ 0.00
Water Booster Station						\$ 0.00
Water Line(s)						\$ 0.00
Water Tank						\$ 0.00
Water Treatment						\$ 0.00
Water Well						\$ 0.00
Other						\$ 0.00
Building Renovations				\$8,597,393.00		\$8,597,393.00
						\$ 0.00
Subtotal (B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$10,597,393.00
Grand Total (A + B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$10,597,393.00

GENERAL TERMS AND CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under the Department of Defense Appropriations Act, 2006 (Public Law 109-148) approved December 30, 2005, to the above mentioned recipient, in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the recipient to the provisions of this contract shall be considered invalid, and the Mississippi Development Authority reserves the right not to reimburse the recipient for any expenses or costs associated with such an unauthorized change or amendment.

The Mississippi Development Authority reserves the right to withhold grant funds or to terminate this contract for cause, if the recipient fails to fulfill in a timely and proper manner the obligations under this contract or if the recipient should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the recipient of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the recipient further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the recipient, and received in the office of the Mississippi Development Authority.

Subgrantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by any federal agency, the Mississippi Development Authority (MDA's), or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from MDA, Community Services Division by calling (601) 359-3179.

SPECIAL CONDITIONS
ECONOMIC DEVELOPMENT

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE DISASTER RECOVERY DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Subgrantee shall have on file a document for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the 2003 International Code Council or to locally adopted codes, whichever are more stringent.

C. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

D. Budget Revision Acceptance

The Subgrantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Subgrantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

E. In-Kind Services

If applicable, any in-kind services to be performed by the Subgrantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

F. Leveraged Funds

1. The Subgrantee is held to its leveraged fund commitment as stated in the approved application.
2. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA Disaster Recovery Division will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

G. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

H. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

I. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Public Facilities category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

J. Deliverables

The subgrantee will provide the following deliverables:

The Subgrantee shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The deliverables listed below will be reported quarterly on the following dates:

- March 15
- June 15
- September 15
- December 15

The MDA will provide a template for quarterly progress report, which will include the following deliverables:

- Project name and grant identification number, subrecipient name, address, telephone number, responsible individual
- Activity description, location, including census tract/block group where activities occur
- Year activity funded
- National Objective being met and how it meets program criteria and type of activity – eligible category
- Financial status for activity, including:
 - i. Amount authorized
 - ii. Amount expended for the current reporting period
 - iii. Total expended to date (all sources as well as CDBG)
 - iv. Remaining CDBG balance
- Program income expected to be generated and actually received
- Performance measures related to the creation/retention of jobs, including:
 - i. Number of buildings
 - ii. Number of businesses
 - iii. Number of persons benefiting
 - iv. Number of permanent jobs created/retained
- Other records for job creation or retention activities must include:
 - i. Listing of permanent job titles, which have been or will be created, and which are part-time jobs. If any positions require special skill/training, describe the efforts being made to provide such skills/training.
 - ii. Cumulative number of permanent full-time equivalent jobs created or retained.
 - iii. Which of such jobs are held by low- and moderate-income persons (same information for permanent/part-time jobs)
 - iv. Which of such jobs were made available to low- and moderate-income persons
 - v. Actions taken or to be taken by subrecipient or business to ensure first consideration was or will be given to low and moderate persons
- Milestones completed during the reporting period as they relate to the Statement of Work, schedule for completion and budget.
- Roadblocks or delays that prevented milestones from being completed.
- An amended task-based schedule for completing the work.
- CDBG funds planned vs. actual for the reporting period.

K. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) the Economic Development Activity has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Subgrantee can document circumstances beyond its control that prevented start of the activity.

L. Fire Safety Codes

If applicable, the Subgrantee must comply with local fire safety codes.

M. Program Income

The subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving loan fund account is not program income and shall be remitted promptly to the Grantee.

N. Request for Cash

To request the subrecipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.

O. Close-Out Package

Within 90 days after the completion or expiration of the grant agreement, the subgrantee must submit a complete and acceptable close-out package.

P. The subrecipient must complete and submit an IRS W-9 Form.

All subrecipients, unless specifically exempted, must be set up for payment through PayMode, the State's e-payment vehicle. This is a tool that captures the payment and remittance information and pushes it electronically to the vendor. To register for PayMode, the subrecipient should go to the Bank of America's enrollment website at <http://portal.paymode.com/ms/>

The subrecipient has to have a valid email address in order to enroll in PayMode. This email address can be obtained through one of the free email services such as Yahoo or Hotmail. The subrecipient must also have access to a computer. The subrecipient may request assistance in enrolling with the State's e-payment provider by contacting the State via email at mash@dfa.state.ms.us or by calling the DFA MASH helpdesk at (601) 359-1343.

Q. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained herein.

R. Resolution

The Subgrantee shall submit to the Disaster Recovery Division, Mississippi Development Authority, a copy of the official minutes containing the resolution which must state firm commitment to the National Objective for this Community Development Block Grant project.

S. Corporate Status

The business shall provide evidence that it is either a Mississippi corporation or qualifies with the Secretary of State's Office as a business or corporation authorized to conduct business in the State of Mississippi.

T. Job Applicant Survey

The Job Applicant Survey shall be completed on all applicants for employment by the Subgrantee. The survey provides information on family income and Fair Housing/Equal Opportunity data.

U. Job Creation Assessment on Public Improvements

The Subgrantee shall comply with the regulations on providing the availability of at least fifty-one percent (51%) of the jobs to persons of low- and moderate-income. The cost per job given in the assessment affects compliance by other businesses as described in 24 CFR, Part 570, specifically page 1947, of the Federal Register dated January 5, 1995 detailing the CDBG State Program and any amendments thereto (Except as provided for in notices providing waivers and alternative requirements for this grant).

V. Memorandum of Agreement

The Memorandum of Agreement signed by the Subgrantee and the participating business/industry is incorporated by reference herein and made a part hereof.

W. Project Timeline

The project timeline is included in this agreement as Attachment A. The Contracted Party must make every effort to ensure that the project attains the target dates specified in the timeline. In the event that dates must be adjusted, the Contracted Party must provide a revised timeline to the Grantee, including justification for said adjustment(s). Should the Contracted Party consistently fail to meet the deadlines set forth in the timeline, the Grantee shall have the right to terminate this Contract for cause by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination.

X. Loan Projects

Loan terms and conditions associated with CDBG loan projects shall be found in the applicable annex(es) of this contract and shall be binding herewith.

FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities - The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.
- B. Audits and Monitoring - The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular A-133 or, if A-133 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular A-133.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

- C. Procurement - The local unit of government must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

**SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

The subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

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

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy,

without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental

Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

40. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

41. Mississippi Employment Protection Act

The subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless
 - i. disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

- ii. for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
- j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
- l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
- m. The applicant certifies that it will comply with applicable laws.

PROJECT SIGNS

All local governments receiving Katrina Community Development Block Grant funds are required to place a project sign in the project area(s) as described below:

Project signs shall be installed when construction or rehabilitation activity begins and shall remain in place throughout the project activity period. The signs shall be placed at the entrance of the project site. The signs shall be waterproof and shall have a background of red, white and blue in three segments and shall be four (4) feet by six (6) feet except to meet special or local requirements. Project signs shall include the following information as indicated in the attached example:

1. Program Name (Katrina Community Development Block Grant Program)
2. Project Name
3. Name of Grant Recipient (City, Town or County)
4. Granting Agency (Governor Phil Bryant, State of Mississippi and Mississippi Development Authority, Jim Barksdale, Executive Director)
5. Local Official(s) Name(s)

The following page is a graphic example of the required signs.

Project Sign

4'x6'

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT

Project Name

Local Unit of Government



GOVERNOR PHIL BRYANT

STATE OF MISSISSIPPI

MISSISSIPPI DEVELOPMENT AUTHORITY

Jim Barksdale, Executive Director

CHIEF ELECTED OFFICIAL / EXECUTIVE, TITLE

BOARD MEMBERS

Board Member One

Board Member Two

Board Member Three

Board Member Four

Board Member Five

U.S. Department of Housing and Urban Development

[illegible][illegible]

ANNEX A

The loan agreement between the City of Hattiesburg (herein "Subgrantee") and Hub City Lofts, LLC (herein "Company") shall contain, at a minimum at loan closing, the following items:

A. Terms and Conditions

The principal amount of this loan agreement shall be Two Million Dollars (\$2,000,000.00). The term shall be for two hundred and forty (240) months with the first twelve (12) months' payments deferred and at an interest rate of Two percent (2%) per annum.

The first monthly payment of Ten thousand one hundred seventeen dollars and sixty-seven cents (\$10,117.67) shall be due February 1, 2013 and for two hundred and thirty-nine (239) subsequent monthly payments thereafter due and payable on the first day of each month. All payments from the Company shall be made to the Subgrantee and will be considered delinquent by the tenth day of each month. An amortization schedule is attached.

There shall be no penalty for early repayment of this loan, in part or in full. Requests for the loan funds shall be disbursed to the Subgrantee on a current need basis as evidenced by and connected with the appropriate written cost verification associated with the approved activity.

B. Collateral

The following shall be evidenced by the Company to the Subgrantee:

1. Trustmark National Bank and Whitney New Markets CDE 15 (herein "Lenders") shall share a first lien position on the Ross and Faulkner Buildings owned by the Company.
2. The Subgrantee shall have a second lien position behind the Lenders on the Ross and Faulkner Buildings owned by the Company.
3. Adequate identification on the buildings for the purpose of filing the appropriate Deeds of Trust by the Subgrantee's attorney closing the loan. The Deed of Trust must be filed on the building.
4. Personal Guarantee of \$2,000,000.00 by Anthony J. Iarocci III and Robert O. Tatum, Jr. for the CDBG Loan at loan closing.
5. Corporate Guarantee of \$2,000,000.00 from Hub City Lofts, LLC for the CDBG loan.

C. Life Insurance

The Company shall obtain Key-Person Life Insurance for \$2,000,000.00 and shall name the Subgrantee as beneficiary. Each year, on the anniversary date of that policy, proof shall be provided by the Company to the Subgrantee that the premium is paid for the upcoming year. CDBG cannot pay for any part of the life insurance premiums.

D. Hazard Insurance

The Company shall obtain hazard insurance on the equipment, building(s) and land to be refinanced with CDBG funds and shall provide the following to the Subgrantee:

1. Evidence that the Subgrantee is considered loss payee on the company's building(s) and land to be refinanced with CDBG funds, as a part of, and after full consideration of the hazard insurance policy(cies) for the outstanding loan balance owed by the Company to the Subgrantee.
2. Evidence that the Company agrees to provide to the Subgrantee, each year, on the

anniversary date of the policy(cies), evidence that the hazard insurance premium(s) is paid for the upcoming year.

3. Evidence that the Company agrees to maintain the aforementioned policy(cies) until all principal and interest has been paid in full to the Subgrantee.

E. Sale or Refinancing

The entire balance of the outstanding principal and accrued interest of the CDBG loan shall become due and payable upon the sale, bankruptcy, or liquidation of the Company.

F. Reporting Requirements

Upon execution of the loan agreement, the Company shall provide, on a quarterly basis, the following information to the Subgrantee:

1. Current balance sheet
2. Current profit and loss statement
3. Current number of employees and the number of employees who are from low- to moderate-income households.

The Subgrantee is responsible for providing written notification to the Mississippi Development Authority (MDA) concerning apparent deficiencies based on the review of the above documents.

G. Stockholder Debt

All loans made to Company by stockholders shall be subordinate to the CDBG Loan. No payment of dividends or bonuses shall be made without prior written approval of both the Subgrantee and the MDA if Company is not current in its monthly principal and interest payments. However, it is expressly understood and agreed by and between all parties that in the event Company is current in its monthly principal and interest payments, then this prior written approval for payment of dividends and bonuses shall not be required.

H. Attorney's Responsibilities

The attorney for the Subgrantee shall be responsible for preparing the loan documents and insuring that all required conditions of the loan agreement are met prior to loan closing. The attorney for the Subgrantee shall close the loan.

I. Resolution

Prior to the release of CDBG funds for this project, the Subgrantee shall submit for review and approval an adopted resolution which stipulates the following:

1. The Subgrantee, shall, upon receipt of the monthly loan payment, repay to the MDA all loan payments generated as a result of the CDBG loan to the Company.
2. The Subgrantee understands that should the Company default upon the loan or materially enter a period of nonperformance, the Subgrantee will promptly notify the MDA.
3. The Subgrantee, as the lien holder, agrees to pursue all legal remedies to cure nonperformance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal guarantees. Further, the Subgrantee agrees to document efforts to pursue such remedies and understands that the MDA reserves the right to assess such efforts and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing nonperformance or default.

4. The Subgrantee retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of CDBG funds.
5. The Subgrantee shall be responsible for the audit of this CDBG project and any costs associated with it.

J. Future CDBG Funding

MDA reserves the right to assess the Subgrantee's efforts to pursue appropriate and reasonable legal remedies and may, at its discretion, deny the Subgrantee's eligibility for future funding until such time substantial progress has been made in the pursuit of these remedies.

HUB CITY LOFTS, LLC
LOAN AMORTIZATION ANALYSIS

Amount Financed	\$2,000,000.00	Interest-Year 1	\$	39,249.56
Annual Interest (%)	2.000	Interest-Year 2	\$	37,591.17
Term in Years	20	Interest-Year 3	\$	35,899.30
Monthly Loan Payment	\$10,117.67	Interest-Year 4	\$	34,173.28
Annual Loan Payment	\$121,412.00	Interest-Year 5	\$	32,412.42
Total Loan Payment	\$2,428,240.01	Interest-Year 6	\$	30,616.02
		Interest-Year 7	\$	28,783.36
		Interest-Year 8	\$	26,913.71
		Interest-Year 9	\$	25,006.33
		Interest-Year 10	\$	23,060.44
		Interest-Year 11	\$	21,075.28
		Interest-Year 12	\$	19,050.04
		Interest-Year 13	\$	16,983.93
		Interest-Year 14	\$	14,876.12
		Interest-Year 15	\$	12,725.76
		Interest-Year 16	\$	10,532.00
		Interest-Year 17	\$	8,293.96
		Interest-Year 18	\$	6,010.75
		Interest-Year 19	\$	3,681.45
		Interest-Year 20	\$	1,305.13

End of Month	Interest Paid	Principal Paid	Principal Remaining
1	3,333.33	6,784.33	\$ 1,993,215.67
2	3,322.03	6,795.64	\$ 1,986,420.03
3	3,310.70	6,806.97	\$ 1,979,613.06
4	3,299.36	6,818.31	\$ 1,972,794.75
5	3,287.99	6,829.68	\$ 1,965,965.07
6	3,276.61	6,841.06	\$ 1,959,124.01
7	3,265.21	6,852.46	\$ 1,952,271.55
8	3,253.79	6,863.88	\$ 1,945,407.67
9	3,242.35	6,875.32	\$ 1,938,532.35
10	3,230.89	6,886.78	\$ 1,931,645.57
11	3,219.41	6,898.26	\$ 1,924,747.32
12	3,207.91	6,909.75	\$ 1,917,837.56
13	3,196.40	6,921.27	\$ 1,910,916.29
14	3,184.86	6,932.81	\$ 1,903,983.48
15	3,173.31	6,944.36	\$ 1,897,039.12
16	3,161.73	6,955.93	\$ 1,890,083.19
17	3,150.14	6,967.53	\$ 1,883,115.66
18	3,138.53	6,979.14	\$ 1,876,136.52
19	3,126.89	6,990.77	\$ 1,869,145.75
20	3,115.24	7,002.42	\$ 1,862,143.32
21	3,103.57	7,014.09	\$ 1,855,129.23
22	3,091.88	7,025.78	\$ 1,848,103.44
23	3,080.17	7,037.49	\$ 1,841,065.95
24	3,068.44	7,049.22	\$ 1,834,016.73
25	3,056.69	7,060.97	\$ 1,826,955.75

End of Month	Interest Paid	Principal Paid	Principal Remaining
26	3,044.93	7,072.74	\$ 1,819,883.01
27	3,033.14	7,084.53	\$ 1,812,798.49
28	3,021.33	7,096.34	\$ 1,805,702.15
29	3,009.50	7,108.16	\$ 1,798,593.99
30	2,997.66	7,120.01	\$ 1,791,473.98
31	2,985.79	7,131.88	\$ 1,784,342.10
32	2,973.90	7,143.76	\$ 1,777,198.34
33	2,962.00	7,155.67	\$ 1,770,042.67
34	2,950.07	7,167.60	\$ 1,762,875.07
35	2,938.13	7,179.54	\$ 1,755,695.53
36	2,926.16	7,191.51	\$ 1,748,504.02
37	2,914.17	7,203.49	\$ 1,741,300.53
38	2,902.17	7,215.50	\$ 1,734,085.03
39	2,890.14	7,227.52	\$ 1,726,857.51
40	2,878.10	7,239.57	\$ 1,719,617.93
41	2,866.03	7,251.64	\$ 1,712,366.30
42	2,853.94	7,263.72	\$ 1,705,102.57
43	2,841.84	7,275.83	\$ 1,697,826.75
44	2,829.71	7,287.96	\$ 1,690,538.79
45	2,817.56	7,300.10	\$ 1,683,238.69
46	2,805.40	7,312.27	\$ 1,675,926.42
47	2,793.21	7,324.46	\$ 1,668,601.96
48	2,781.00	7,336.66	\$ 1,661,265.30
49	2,768.78	7,348.89	\$ 1,653,916.41
50	2,756.53	7,361.14	\$ 1,646,555.27
51	2,744.26	7,373.41	\$ 1,639,181.86
52	2,731.97	7,385.70	\$ 1,631,796.16
53	2,719.66	7,398.01	\$ 1,624,398.16
54	2,707.33	7,410.34	\$ 1,616,987.82
55	2,694.98	7,422.69	\$ 1,609,565.13
56	2,682.61	7,435.06	\$ 1,602,130.08
57	2,670.22	7,447.45	\$ 1,594,682.63
58	2,657.80	7,459.86	\$ 1,587,222.76
59	2,645.37	7,472.30	\$ 1,579,750.47
60	2,632.92	7,484.75	\$ 1,572,265.72
61	2,620.44	7,497.22	\$ 1,564,768.50
62	2,607.95	7,509.72	\$ 1,557,258.78
63	2,595.43	7,522.24	\$ 1,549,736.54
64	2,582.89	7,534.77	\$ 1,542,201.77
65	2,570.34	7,547.33	\$ 1,534,654.44
66	2,557.76	7,559.91	\$ 1,527,094.53
67	2,545.16	7,572.51	\$ 1,519,522.02
68	2,532.54	7,585.13	\$ 1,511,936.89
69	2,519.89	7,597.77	\$ 1,504,339.12
70	2,507.23	7,610.43	\$ 1,496,728.68
71	2,494.55	7,623.12	\$ 1,489,105.56
72	2,481.84	7,635.82	\$ 1,481,469.74
73	2,469.12	7,648.55	\$ 1,473,821.19
74	2,456.37	7,661.30	\$ 1,466,159.89
75	2,443.60	7,674.07	\$ 1,458,485.82

End of Month	Interest Paid	Principal Paid	Principal Remaining
76	2,430.81	7,686.86	\$ 1,450,798.97
77	2,418.00	7,699.67	\$ 1,443,099.30
78	2,405.17	7,712.50	\$ 1,435,386.80
79	2,392.31	7,725.36	\$ 1,427,661.44
80	2,379.44	7,738.23	\$ 1,419,923.21
81	2,366.54	7,751.13	\$ 1,412,172.08
82	2,353.62	7,764.05	\$ 1,404,408.04
83	2,340.68	7,776.99	\$ 1,396,631.05
84	2,327.72	7,789.95	\$ 1,388,841.10
85	2,314.74	7,802.93	\$ 1,381,038.17
86	2,301.73	7,815.94	\$ 1,373,222.23
87	2,288.70	7,828.96	\$ 1,365,393.27
88	2,275.66	7,842.01	\$ 1,357,551.26
89	2,262.59	7,855.08	\$ 1,349,696.18
90	2,249.49	7,868.17	\$ 1,341,828.01
91	2,236.38	7,881.29	\$ 1,333,946.72
92	2,223.24	7,894.42	\$ 1,326,052.30
93	2,210.09	7,907.58	\$ 1,318,144.72
94	2,196.91	7,920.76	\$ 1,310,223.96
95	2,183.71	7,933.96	\$ 1,302,290.00
96	2,170.48	7,947.18	\$ 1,294,342.81
97	2,157.24	7,960.43	\$ 1,286,382.39
98	2,143.97	7,973.70	\$ 1,278,408.69
99	2,130.68	7,986.99	\$ 1,270,421.70
100	2,117.37	8,000.30	\$ 1,262,421.41
101	2,104.04	8,013.63	\$ 1,254,407.78
102	2,090.68	8,026.99	\$ 1,246,380.79
103	2,077.30	8,040.37	\$ 1,238,340.42
104	2,063.90	8,053.77	\$ 1,230,286.66
105	2,050.48	8,067.19	\$ 1,222,219.47
106	2,037.03	8,080.63	\$ 1,214,138.83
107	2,023.56	8,094.10	\$ 1,206,044.73
108	2,010.07	8,107.59	\$ 1,197,937.14
109	1,996.56	8,121.10	\$ 1,189,816.04
110	1,983.03	8,134.64	\$ 1,181,681.40
111	1,969.47	8,148.20	\$ 1,173,533.20
112	1,955.89	8,161.78	\$ 1,165,371.42
113	1,942.29	8,175.38	\$ 1,157,196.04
114	1,928.66	8,189.01	\$ 1,149,007.03
115	1,915.01	8,202.65	\$ 1,140,804.38
116	1,901.34	8,216.33	\$ 1,132,588.05
117	1,887.65	8,230.02	\$ 1,124,358.03
118	1,873.93	8,243.74	\$ 1,116,114.29
119	1,860.19	8,257.48	\$ 1,107,856.82
120	1,846.43	8,271.24	\$ 1,099,585.58
121	1,832.64	8,285.02	\$ 1,091,300.56
122	1,818.83	8,298.83	\$ 1,083,001.72
123	1,805.00	8,312.66	\$ 1,074,689.06
124	1,791.15	8,326.52	\$ 1,066,362.54
125	1,777.27	8,340.40	\$ 1,058,022.15

End of Month	Interest Paid	Principal Paid	Principal Remaining
126	1,763.37	8,354.30	\$ 1,049,667.85
127	1,749.45	8,368.22	\$ 1,041,299.63
128	1,735.50	8,382.17	\$ 1,032,917.46
129	1,721.53	8,396.14	\$ 1,024,521.32
130	1,707.54	8,410.13	\$ 1,016,111.19
131	1,693.52	8,424.15	\$ 1,007,687.04
132	1,679.48	8,438.19	\$ 999,248.86
133	1,665.41	8,452.25	\$ 990,796.60
134	1,651.33	8,466.34	\$ 982,330.27
135	1,637.22	8,480.45	\$ 973,849.82
136	1,623.08	8,494.58	\$ 965,355.23
137	1,608.93	8,508.74	\$ 956,846.49
138	1,594.74	8,522.92	\$ 948,323.57
139	1,580.54	8,537.13	\$ 939,786.44
140	1,566.31	8,551.36	\$ 931,235.08
141	1,552.06	8,565.61	\$ 922,669.48
142	1,537.78	8,579.88	\$ 914,089.59
143	1,523.48	8,594.18	\$ 905,495.41
144	1,509.16	8,608.51	\$ 896,886.90
145	1,494.81	8,622.86	\$ 888,264.05
146	1,480.44	8,637.23	\$ 879,626.82
147	1,466.04	8,651.62	\$ 870,975.20
148	1,451.63	8,666.04	\$ 862,309.16
149	1,437.18	8,680.48	\$ 853,628.67
150	1,422.71	8,694.95	\$ 844,933.72
151	1,408.22	8,709.44	\$ 836,224.27
152	1,393.71	8,723.96	\$ 827,500.32
153	1,379.17	8,738.50	\$ 818,761.82
154	1,364.60	8,753.06	\$ 810,008.75
155	1,350.01	8,767.65	\$ 801,241.10
156	1,335.40	8,782.26	\$ 792,458.83
157	1,320.76	8,796.90	\$ 783,661.93
158	1,306.10	8,811.56	\$ 774,850.37
159	1,291.42	8,826.25	\$ 766,024.12
160	1,276.71	8,840.96	\$ 757,183.16
161	1,261.97	8,855.69	\$ 748,327.47
162	1,247.21	8,870.45	\$ 739,457.01
163	1,232.43	8,885.24	\$ 730,571.77
164	1,217.62	8,900.05	\$ 721,671.73
165	1,202.79	8,914.88	\$ 712,756.85
166	1,187.93	8,929.74	\$ 703,827.11
167	1,173.05	8,944.62	\$ 694,882.49
168	1,158.14	8,959.53	\$ 685,922.96
169	1,143.20	8,974.46	\$ 676,948.49
170	1,128.25	8,989.42	\$ 667,959.07
171	1,113.27	9,004.40	\$ 658,954.67
172	1,098.26	9,019.41	\$ 649,935.26
173	1,083.23	9,034.44	\$ 640,900.82
174	1,068.17	9,049.50	\$ 631,851.32
175	1,053.09	9,064.58	\$ 622,786.74

End of Month	Interest Paid	Principal Paid	Principal Remaining
176	1,037.98	9,079.69	\$ 613,707.05
177	1,022.85	9,094.82	\$ 604,612.23
178	1,007.69	9,109.98	\$ 595,502.25
179	992.50	9,125.16	\$ 586,377.09
180	977.30	9,140.37	\$ 577,236.72
181	962.06	9,155.61	\$ 568,081.11
182	946.80	9,170.86	\$ 558,910.25
183	931.52	9,186.15	\$ 549,724.10
184	916.21	9,201.46	\$ 540,522.64
185	900.87	9,216.80	\$ 531,305.84
186	885.51	9,232.16	\$ 522,073.69
187	870.12	9,247.54	\$ 512,826.14
188	854.71	9,262.96	\$ 503,563.19
189	839.27	9,278.39	\$ 494,284.79
190	823.81	9,293.86	\$ 484,990.93
191	808.32	9,309.35	\$ 475,681.58
192	792.80	9,324.86	\$ 466,356.72
193	777.26	9,340.41	\$ 457,016.31
194	761.69	9,355.97	\$ 447,660.34
195	746.10	9,371.57	\$ 438,288.78
196	730.48	9,387.19	\$ 428,901.59
197	714.84	9,402.83	\$ 419,498.76
198	699.16	9,418.50	\$ 410,080.26
199	683.47	9,434.20	\$ 400,646.06
200	667.74	9,449.92	\$ 391,196.13
201	651.99	9,465.67	\$ 381,730.46
202	636.22	9,481.45	\$ 372,249.01
203	620.42	9,497.25	\$ 362,751.76
204	604.59	9,513.08	\$ 353,238.68
205	588.73	9,528.94	\$ 343,709.74
206	572.85	9,544.82	\$ 334,164.93
207	556.94	9,560.73	\$ 324,604.20
208	541.01	9,576.66	\$ 315,027.54
209	525.05	9,592.62	\$ 305,434.92
210	509.06	9,608.61	\$ 295,826.31
211	493.04	9,624.62	\$ 286,201.69
212	477.00	9,640.66	\$ 276,561.03
213	460.94	9,656.73	\$ 266,904.29
214	444.84	9,672.83	\$ 257,231.47
215	428.72	9,688.95	\$ 247,542.52
216	412.57	9,705.10	\$ 237,837.43
217	396.40	9,721.27	\$ 228,116.15
218	380.19	9,737.47	\$ 218,378.68
219	363.96	9,753.70	\$ 208,624.98
220	347.71	9,769.96	\$ 198,855.02
221	331.43	9,786.24	\$ 189,068.78
222	315.11	9,802.55	\$ 179,266.23
223	298.78	9,818.89	\$ 169,447.34
224	282.41	9,835.25	\$ 159,612.08
225	266.02	9,851.65	\$ 149,760.44

End of Month	Interest Paid	Principal Paid	Principal Remaining
226	249.60	9,868.07	\$ 139,892.37
227	233.15	9,884.51	\$ 130,007.86
228	216.68	9,900.99	\$ 120,106.87
229	200.18	9,917.49	\$ 110,189.38
230	183.65	9,934.02	\$ 100,255.36
231	167.09	9,950.57	\$ 90,304.79
232	150.51	9,967.16	\$ 80,337.63
233	133.90	9,983.77	\$ 70,353.86
234	117.26	10,000.41	\$ 60,353.45
235	100.59	10,017.08	\$ 50,336.37
236	83.89	10,033.77	\$ 40,302.60
237	67.17	10,050.50	\$ 30,252.10
238	50.42	10,067.25	\$ 20,184.86
239	33.64	10,084.03	\$ 10,100.83
240	16.83	10,100.83	\$ 0.00
TOTALS	\$428,240.01	\$2,000,000.00	
TOTAL LOAN PAYMENT		\$2,428,240.01	

**MISSISSIPPI DEVELOPMENT AUTHORITY
SUBGRANT SIGNATURE SHEET**
501 North West Street, 6th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi

1. Subgrantee's Name, Address, and Telephone Number

City of Hattiesburg
Honorable Johnny L. DuPree, Ph.D.
Post Office Drawer 1898
Hattiesburg, Mississippi 39403-1898

Phone (601) 545-4501

Fax (601) 545-4608

2. Effective Date: December 20, 2011

3. Subgrant Number: R-103-205-02-KED

4. Grant Identifier: (Funding Source & Year):

CFDA Number: 14.219 & 14.228

5. Beginning and Ending Dates:

December 20, 2011 - December 20, 2014

6. Subgrant Payment Method:

☐ Cost Reimbursement

☒ Current Needs

☐ Fixed Unit or Performance Based

7. Page 1 of 32

8. Project Description:

This project will provide loan monies to Hub City Lofts, LLC for the purchase and revitalization of two historic buildings located at 501 Main Street (The Faulkner Building) and 201 East Front Street (The Ross Building) in downtown Hattiesburg, Forrest County, Mississippi.

9. National Objective:

☒ Low/Moderate Income

☐ Slums or Blight

☐ Urgent Needs

10. The following funds are obligated:

Federal

Other

\$2,000,000.00

\$8,597,393.00

11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement:

☒ Budget

☒

Special Provisions Stipulated by HUD

☒ General Terms and Conditions

☒

HUD Disaster Community Development Block Grant Assurances

☒ Special Conditions

☒ Financial Management

All policies, terms, conditions, and provisions of the current notebooks entitled *Community Development Block Grant Program*, *Katrina CDBG Implementation Manual*, and *CDBG Policy Statements* are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

12. Approved for Contractor:

Signature

Date

Name: Steven C. Hardin

Title: Director, Community Services Division

13. Approved for Subgrantee:

Signature

Date

Name: Honorable Johnny L. DuPree, Ph.D.

Title: Mayor, City of Hattiesburg

Katrina Supplemental CDBG Program Budget Summary

Applicant: City of Hattiesburg

Funding Year: _____

Grant Year: _____

Contract: # _____

Description	MDA	IDIS	Other Funding Sources				
Administration			Katrina CDBG				Total
General Administration							\$ 0.00
Application Prep.							\$ 0.00
Audit							\$ 0.00
Subtotal (A)			\$0.00	\$0.00	\$0.00	\$0.00	\$ 0.00
Description	MDA	IDIS	Other Funding Sources				
Public Facilities			Katrina CDBG	Hub City Lofts, LLC			Total
Acquisition			\$2,000,000.00				\$2,000,000.00
Architectural/Engineering							\$ 0.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency							\$ 0.00
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection							\$ 0.00
Legal							\$ 0.00
Public Service							\$ 0.00
Rail							\$ 0.00
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)							\$ 0.00
Street & Road Improvements							\$ 0.00
Water Booster Station							\$ 0.00
Water Line(s)							\$ 0.00
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Other							\$ 0.00
Building Renovations				\$8,597,393.00			\$8,597,393.00
							\$ 0.00
Subtotal (B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$0.00	\$10,597,393.00
Grand Total (A + B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$0.00	\$10,597,393.00

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the ____ day of February, 2012, by and between **HUB CITY LOFTS, LLC**, a Mississippi limited liability company (the "Borrower" or "Company"), and **CITY OF HATTIESBURG, MISSISSIPPI**, a body politic of the State of Mississippi (the "Lender" or "Subgrantee").

R E C I T A L S:

WHEREAS, Subgrantee has applied for, been awarded and authorized to expend on behalf of Borrower, a Community Development Block Grant Disaster Recovery Program grant in the amount of Two Million Dollars (\$2,000,000.00) (the "Grant") from the Mississippi Development Authority, Disaster Recovery Division ("MDA"), to provide for economic development assistance to the Borrower for the purchase and development of (i) that certain improved real property known as the Faulkner Building located at 501-509 Main Street, Hattiesburg, Mississippi (the "Faulkner Building"); (ii) that certain improved real property located at 110 East Front Street, Hattiesburg, Mississippi (the "110 Building"); (iii) that certain improved real property known as the Ross Building located at 201 East Front Street, Hattiesburg, Mississippi (the "Ross Building"); and (iv) that certain improved real property commonly referred to as the "triangle building", located adjacent to the Ross Building (the "Triangle Building"; and collectively with the Faulkner Building, 110 Building, and Ross Building, the "Premises").

WHEREAS, the parties agree that incorporated herein by reference is that certain Grant Agreement between the MDA and the Subgrantee effective as of _____ and such parties covenant and agree that they, and each of them, are bound by the terms and conditions thereof.

WHEREAS, the proceeds of the Grant made available and loaned to the Borrower shall be made upon the terms and conditions set forth herein.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Loan Agreement, as amended, supplemented or otherwise modified from time to time.

"Borrower" shall have the meaning given such term in the first paragraph of this Agreement.

"Business Day" means any day on which commercial banks are not authorized or required to close in Hattiesburg, Mississippi.

"Closing Date" means February _____, 2012.

"Company" shall have the meaning given such term in the first paragraph of this Agreement.

"Collateral" shall have the meaning given such term in Section 4.01.

"Deed of Trust" means that certain Deed of Trust of even date herewith of the Borrower in favor of the Lender to be recorded in the office of the Chancery Clerk of _____ County, Mississippi, as the same may be amended, supplemented or otherwise modified from time to time.

"Default" means any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.

"Dollars" and "\$" mean lawful money of the United States of America.

"Event of Default" shall have the meaning given such term in Section 10.1.

"Grant" shall have the meaning given such term in the WHEREAS provisions of this Agreement.

"Guarantor" means each of Robert O. Tatum, Jr., Anthony J. Iarocci, III, and ISIS Development Group, LLC.

"Guarantors" means, collectively, Robert O. Tatum, Jr., Anthony J. Iarocci, III and ISIS Development Group, LLC.

"Guaranties" means, collectively, the Guaranty Agreements of the Guarantors in favor of the Lender, as the same may be amended, supplemented or otherwise modified from time to time.

"Lender" shall have the meaning given such term in the first paragraph of this Agreement.

"Lien" means any lien, judgment, mortgage, deed of trust, security interest, tax lien, financing statement, pledge, charge, hypothecation, assignment, preference, priority or other encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or title retention agreement), whether arising by contract, operation of law or otherwise.

“Loan” shall mean the loan from Lender to Borrower in the principal amount of Two Million Dollars (\$2,000,000.00) made in accordance with this Agreement.

“Loan Documents” means, collectively, this Agreement, the Note, the Guaranties, the Deed of Trust, and all other promissory notes, security agreements, deeds of trust, mortgages, assignments, guaranties and other instruments, documents and agreements executed and delivered pursuant to or in connection with this Agreement, as such instruments, documents and agreements may be amended, renewed, extended, supplemented or otherwise modified from time to time.

“Loan Facility” means that certain term loan from Lender to Borrower in the principal amount of Two Million Dollars (\$2,000,000.00).

“Interest Rate” means an interest rate per annum equal to two percent (2%).

“Maturity Date” means February ____, 2033.

“MDA” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Monthly Payment Date” means the first Business Day of each calendar month.

“Note” means the promissory note of the Borrower, in substantially the form of Exhibit A attached hereto, and all extensions, renewals, replacements and other modifications thereof.

“Obligated Party” means any other Person who is or becomes party to any agreement that guarantees or secures payment and performance of the Obligations or any part thereof.

“Obligations” means all obligations, indebtedness and liabilities of the Borrower to the Lender, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, including, without limitation, the obligations, indebtedness and liabilities of the Borrower under this Agreement and the other Loan Documents, and all interest accruing thereon and all attorneys’ fees and other expenses incurred in the enforcement or collection thereof.

“Person” means any individual, corporation, business, trust, association, company, partnership, joint venture, governmental authority or other entity.

“Premises” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Project” shall mean the purchase and development of the Premises by the Borrower with the proceeds of the Loan.

"Subgrantee" shall have the meaning given such term in the WHEREAS provisions of this Agreement.

"Subsidiary" means any corporation at least a majority of whose securities having ordinary voting power for the election of directors (other than securities for such power only by reason of a happening of a contingency) are at the time owned, directly or indirectly, by the Borrower.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Mississippi; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the creation, attachment, perfection, priority or enforcement of the Lender's security interest in any collateral granted under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Mississippi, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions relating to such creation, attachment, perfection, priority or enforcement and for purposes of definitions related to such provisions.

Section 1.2 Other Definitional Provisions. All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words "hereof", "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all Article and Section references pertain to this Agreement. All accounting terms not specifically defined herein shall be construed in accordance with GAAP, consistently applied. Terms used herein that are defined in the UCC, unless otherwise defined herein, shall have the meanings specified in the UCC.

ARTICLE II

Loans

Section 2.1 Loan Facility. Subject to the terms and conditions of this Agreement, the Lender has on the date hereof made to the Borrower a Two Million and No/100 Dollars (\$2,000,000.00) term loan. The obligation of the Borrower to repay the Loan shall be evidenced by, and paid in accordance with, the terms hereof and the Note. Subject to Sections 2.5, the unpaid principal amount of the Loan shall bear interest from day to day prior to the Maturity Date at the Interest Rate. Principal and interest payments under the Note shall be payable in equal monthly installments of Ten Thousand One Hundred Seventeen and 67/100 Dollars (\$10,117.67), with such monthly payments commencing on the February 1, 2013 and continuing on each succeeding Monthly Payment Date until the Maturity Date (such amortization schedule attached as Exhibit B). All remaining outstanding principal balance and interest shall become due on the Maturity Date.

Section 2.2 The Note. The obligation of the Borrower to repay the Loans and interest thereon shall be evidenced by, and payable in accordance with the terms of, the Note executed by the Borrower, dated the date hereof, and in the principal amount of the Loan Facility.

Section 2.3 Interest. Subject to Sections 2.5, the unpaid principal amount of the Loan shall bear interest from day to day prior to their maturity dates at the Interest Rate. All interest charged hereunder shall be payable in arrears and due on each Monthly Payment Date and on the applicable maturity date thereof. Interest on the Loan shall be calculated on the basis of actual days elapsed and a 360-day year.

Section 2.4 Principal, Etc. The Borrower shall pay to the Lender the outstanding principal balance of the Loan, together with all accrued and unpaid interest and all other sums due and payable hereunder or under any of the other Loan Documents, on the Maturity Date.

Section 2.5 Late Payment Charge. The Borrower shall pay to the Lender, with respect to any payment of principal, interest or other amounts due hereunder or under the Revolving Note or the other Loan Documents which remains unpaid for more than fifteen (15) days after the same becomes due and payable, a "late fee" equal to the greater of four percent (4%) of the amount of such overdue payment or Five and No/100 Dollars (\$5.00).

ARTICLE III

Fees and Payments

Section 3.1 Application of Payments. Unless and until an Event of Default shall have occurred and be continuing (in which event such payments shall be applied by the Lender as the Lender in the Lender's sole discretion shall determine), all payments received in respect of the Loan, this Agreement and the other Loan Documents shall be applied (a) first to the payment of all amounts (except principal and interest) at the time due and unpaid hereunder or under any of the other Loan Documents, (b) then to interest hereon or thereon accrued to the date of payment, and (c) then, to the unpaid principal of any Loans as designated by Borrower.

Section 3.2 Voluntary Prepayment. The Borrower may repay the Loan in whole or in part, at any time without premium or penalty.

Section 3.3 Payments on Non-Business Days. If any payment under the notes described herein, this Agreement or any of the other Loan Documents becomes due and payable on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and such extension of time in each case shall be included in the computation of interest.

ARTICLE IV

Security

Section 4.1 Collateral. To secure full and complete payment and performance of the Obligations, the Borrower shall execute and deliver, or cause to be executed and delivered, the documents described below covering the collateral described in this Section 4.1 (which, together with any other property and collateral which may now or hereafter secure the Obligations or any part thereof, is sometimes herein called the "Collateral"):

(a) the Borrower shall grant to the Lender a second priority Lien on the Premises.

(b) The Borrower shall execute and cause to be executed such further documents and instruments, including, without limitation, UCC financing statements, as the Lender, in its sole discretion, deems necessary or desirable to evidence and perfect the Lender's liens and security interests in the Collateral.

ARTICLE V

Conditions Precedent

Section 5.1 Conditions Precedent. The obligation of the Lender to make the Loan is subject to the satisfaction of all of the following conditions precedent:

(a) Loan Documents. The Borrower shall have executed and delivered the Loan Documents to the Lender.

(b) Covenants and Agreements. The Borrower shall have performed or observed all agreements, covenants and conditions required to be performed or observed by the Borrower on or prior to the Closing Date.

(c) Resolutions. The Lender shall deliver adopted resolutions to MDA which stipulate the following:

(i) The Subgrantee, shall, upon receipt of the monthly loan payment, repay to the MDA all loan payments generated as a result of the Loan to the Company.

(ii) The Subgrantee understands that should the Company default upon the loan or materially enter a period of nonperformance, the Subgrantee will promptly notify the MDA.

(iii) The Subgrantee, as the lien holder, agrees to pursue all legal remedies to cure nonperformance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal guarantees. Further, the Subgrantee agrees to document efforts to pursue such remedies and understands that the MDA reserves the right to assess such efforts

and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing nonperformance or default.

(iv) The Subgrantee retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of Grant funds.

(v) The Subgrantee shall be responsible for the audit of this Project and any costs associated with it.

(d) Additional Information. The Lender shall have received such additional documents, instruments and information as the Lender or its legal counsel may request.

ARTICLE VI

Intentionally Deleted

ARTICLE VII

Positive Covenants

The Borrower, and Lender with respect to Section 7.5 below, covenant and agree that, as long as the Obligations or any part thereof are outstanding or the Lender has any commitment hereunder, the Borrower (and Lender with respect to Section 7.5 below) will perform and observe, or cause to be performed or observed the following positive covenants:

Section 7.1 Payment. The Borrower shall duly and punctually pay or cause to be paid all sums due hereunder.

Section 7.2 Reporting Requirements. The Borrower will furnish to the Lender all of the following:

(a) Quarterly Financial Statements. Within thirty (30) days after the end of each calendar quarter, a copy of an unaudited financial report of the Borrower as of the end of such quarter and for the portion of the fiscal year then ended, containing balance sheets and profit and loss statements and which fairly and accurately present the financial condition and results of operations of the Borrower at the date and for the periods indicated therein.

(b) Quarterly Employee Figures. Within thirty (30) days after the end of each calendar quarter commencing with the first calendar quarter after the completion of the development of the Premises by the Borrower as contemplated on the date hereof and ending on date the number of jobs the Borrower has agreed to provide is accomplished, the current number of employees and the number of employees who are from low- to moderate-income households.

(c) General Information. Promptly, such other information concerning the Collateral, the Borrower or the Guarantors as the Lender may from time to time reasonably request.

Section 7.3 Insurance. The Borrower will maintain with a financially sound and reputable insurance company hazard insurance on the Collateral at least in such amounts and against such risks as are usually insured against by Persons engaged in similar businesses. Such insurance policy covering the Collateral shall name the Lender as loss payee, and each liability insurance policy and each insurance policy covering the Collateral shall provide that such policy will not be canceled without thirty (30) days prior written notice to the Lender. From time to time upon the request of the Lender, the Borrower will furnish or cause to be furnished to the Lender, evidence satisfactory to the Lender that (a) the insurance required by this Section is being maintained by the Borrower and (b) that such policy have been renewed or replaced and all premiums therefor have been paid.

Section 7.4 Life Insurance. The Borrower shall obtain Key-Person Life Insurance for \$2,000,000.00 and shall name the Lender as beneficiary. Each year, on the anniversary date of that policy, proof shall be provided by the Borrower to the Lender that the premium is paid for the upcoming year. The Loan cannot pay for any part of the life insurance premiums.

Section 7.5 Maintenance of Books and Records. The Company and Lender each agree to keep and maintain books, records and other documents directly relating to the receipt and disbursement of the Loan. Any duly authorized representative of MDA, the U. S. Department of Housing and Urban Development ("HUD") and/or the Controller General of the United States (the "Controller") shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the Company and Lender until the completion of all close-out procedures respecting this Loan and the final settlement and conclusion of all issues arising from this Loan.

Any duly authorized representative of the MDA, HUD, and/or the Controller shall, at all reasonable times, have access to any portion of the Project in which either Lender or Company is involved until the completion of all close-out procedures respecting this Loan. Records shall be retained three (3) years after payment of the Loan.

Section 7.6 Further Assurances. The Borrower will execute and deliver such further documentation as may be requested by the Lender to carry out the provisions and purposes of this Agreement and the other Loan Documents and to preserve and perfect the Liens of the Lender in the Collateral.

ARTICLE VIII

Negative Covenants

The Borrower covenants and agrees that, as long as the Obligations or any part thereof are outstanding or the Lender has any commitment hereunder, the Borrower will perform and observe, or cause to be performed or observed the following negative covenants:

Section 8.1 Disposition of Premises or Liquidation of the Borrower. The Borrower shall not sell the Premises or liquidate all or substantially all of its assets unless the Loan has been paid in full.

Section 8.2 Bankruptcy of the Borrower. The Borrower shall not file a petition in bankruptcy, shall become insolvent (howsoever such insolvency may be evidenced), shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for the appointment of any receiver, liquidator or trustee of or for it or him or any substantial part of its or his property or assets, shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or there shall be commenced against the Borrower or any Obligated Party any such proceeding which shall remain undismissed for a period of sixty (60) days or more unless the Loan has been paid in full.

Section 8.3 Stockholder Debt. All loans made to the Borrower by members shall be subordinate to the Loan. No payment of dividends or bonuses shall be made without prior written approval of both the Lender and the MDA if the Borrower is not current in its monthly principal and interest payments. However, it is expressly understood and agreed by and between all parties that in the event the Borrower is current in its monthly principal and interest payments, then this prior written approval for payment of dividends and bonuses shall not be required and this provision unenforceable.

ARTICLE IX

Intentionally Deleted

ARTICLE X

Default

Section 10.1 Events of Default. Each of the following shall be deemed an "Event of Default":

- (a) The failure of the Borrower to pay:

(i) Any installment of payment and/or interest when due under the Note, unless such failure to pay interest is cured within ten (10) days;

(ii) The entire outstanding principal of the Note, together with interest thereon, when due, whether at original maturity, upon acceleration or otherwise; or

(iii) Any other amount payable under any of the other Loan Documents to which the Borrower is a party or any supplement, modification or extension thereof, unless such failure is cured within the applicable grace period, if any (or in the absence of any such grace period, within ten (10) days).

(b) The Borrower or any Obligated Party shall default in the due performance or observance of any term, covenant or agreement on the Borrower's or such Obligated Party's part to be performed or observed pursuant to any of the provisions of this Agreement or any of the other Loan Documents and such default shall continue for a period of thirty (30) days after written notice thereof from the Lender to the Borrower or such Obligated Party, as applicable; provided, however, that if the curing of such default cannot be accomplished within said period of time, and if the Borrower or such Obligated Party commences to cure such default promptly after receipt of notice thereof from the Lender, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended to a period of time (not to exceed an additional sixty (60) days in the aggregate) necessary to cure such default with reasonable diligence.

(c) The Borrower shall suspend or discontinue, or the Borrower or any Obligated Party shall make an assignment for the benefit of creditors or a composition with creditors, shall be unable or admit in writing its or his inability to pay its or his debts as they mature, shall file a petition in bankruptcy, shall become insolvent (howsoever such insolvency may be evidenced), shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for the appointment of any receiver, liquidator or trustee of or for it or him or any substantial part of its or his property or assets, shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or there shall be commenced against the Borrower or any Obligated Party any such proceeding which shall remain undismissed for a period of sixty (60) days or more, or any order, judgment or decree approving the petition in any such proceeding shall be entered; or the Borrower or any Obligated Party shall by any act or failure to act indicate its or his consent to, approval of or acquiescence in, any such proceeding or in the appointment of any receiver, liquidator or trustee of or for it or him or any substantial part of its or his property or assets, or shall suffer any such appointment to continue undischarged or unstayed for a period of sixty (60) days or more; or the Borrower or any Obligated Party shall take any action for the purpose of effecting any of the foregoing.

Section 10.2 Remedies Upon Default. Upon the occurrence of an Event of Default, the Lender may without notice terminate all commitments to lend hereunder and declare the Obligations or any part thereof to be immediately due and payable, and the same shall thereupon

become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Borrower.

Section 10.3 Suits for Enforcement. In case any one or more Events of Default shall occur and be continuing, the Lender may proceed to protect and enforce its rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, in the other Loan Documents or in any document or instrument delivered in connection with or pursuant to this Agreement or the other Loan Documents or to enforce the payment of the Note or any other legal or equitable right or remedy.

Section 10.4 Rights and Remedies Cumulative. No right or remedy herein conferred upon the Lender is intended to be exclusive of any other right or remedy contained herein or in the other Loan Documents or in any instrument or document delivered in connection with or pursuant to this Agreement or the other Loan Documents, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and therein or now or hereafter existing at law or in equity or by statute, or otherwise.

Section 10.5 Rights and Remedies Not Waived. No course of dealing between the Borrower and the Lender or any failure or delay on the part of the Lender in exercising any rights or remedies hereunder or otherwise shall operate as a waiver of any rights or remedies of the Lender and no single or partial exercise of any rights or remedies hereunder or otherwise shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or otherwise.

Section 10.6 Performance by the Lender. Should any covenant, duty or agreement of the Borrower fail to be performed in all material respects in accordance with the terms of the Loan Documents, the Lender may, at the Lender's option, perform, or attempt to perform, such covenant, duty or agreement on behalf of the Borrower. In such event, the Borrower shall, at the request of the Lender, promptly pay any reasonable amount expended by the Lender in such performance or attempted performance to the Lender together with interest thereon at the Default Rate from the date of such expenditure by the Lender until paid. Notwithstanding the foregoing, it is expressly understood that the Lender does not assume, nor shall the Lender have, except by express written consent of the Lender, any obligation to perform any duties of the Borrower hereunder.

Section 10.7 Future MDA Funding to Subgrantee. MDA reserves the right of assess the Subgrantee's efforts to pursue appropriate and reasonable legal remedies and may, at its discretion, deny the Subgrantee's eligibility for future funding until such substantial progress has been made in the pursuit of these remedies.

ARTICLE XI

Miscellaneous

Section 11.1 Entire Agreement. This Agreement and the other Loan Documents referred to herein embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties thereto.

Section 11.2 Notices. All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing, shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, delivery charges prepaid and with acknowledged receipt of delivery, shall be deemed given on the date of acceptance or refusal of acceptance shown on such receipt, and shall be addressed to the party to receive such notice at the following applicable address:

If to the Borrower, to:

Hub City Lofts, LLC
c/o ISIS Development Group, LLC
Attn: Robert Tatum
16 Bellegrass Blvd.
Hattiesburg, Mississippi 39402

With a copy by ordinary first class mail to:

Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Matthew H. Grenfell
1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157

If to the Lender, to:

City of Hattiesburg
Attn: Johnny L. Dupree, Mayor
Post Office Drawer 1898
Hattiesburg, Mississippi 39403

With a copy by ordinary first class mail to:

Any party may, by notice given as aforesaid, change its address for all subsequent notices. Each notice by or on behalf of any party herein named shall be deemed sufficient if signed by any one of such party's officers or by such party's counsel and if otherwise given or made in compliance with this Section.

Section 11.3 Governing Law; Venue; etc. This Agreement and the other Loan Documents shall be construed in accordance with and governed by the internal laws of the State of Mississippi (without regard to conflict of law principles) and by Title 9 of the United States Code, except as required by mandatory provisions of law and except to the extent that the validity and perfection of the Lender's liens, assignments and security interests in the collateral are governed by the laws of any jurisdiction other than the State of Mississippi. The parties hereto hereby irrevocably consent (i) to the jurisdiction of the Courts of the State of Mississippi located in _____ **County**, and of any Federal Court located in the Southern District of Mississippi, and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Agreement, the other Loan Documents or any document or instrument delivered pursuant to this Agreement or the other Loan Documents, and (ii) to the service of process by certified mail, return receipt requested.

Section 11.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.5 Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

- BORROWER -

HUB CITY LOFTS, LLC

By: _____
Robert O. Tatum, Jr.

- LENDER -

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny L. Dupree, Mayor

ATTEST:

EXHIBIT A

Note

See attached copy.

EXHIBIT B

Amortization Schedule

See attached copy.



City of Hattiesburg, MS

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

Master

File Number: 2012-0452

File ID: 2012-0452

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Resolution stating a firm commitment complying with Annex A

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/10-11

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. Annex A, executed Resolution 2012-3 lofts

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Adopt				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Adopt a Resolution stating a firm commitment to comply with Annex A of the Grant Agreement for Katrina Supplemental Community Development Block Grant Economic Development Project No. 103-205-02-KED.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0452

Title

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

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

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

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

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

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

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

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

SECTION ONE: The City of Hattiesburg, shall upon receipt of the monthly loan payment from Hub City Lofts, LLC, repay to the Mississippi Development Authority all loan payments generated as a result of the CDBG loan to the Company.

SECTION TWO: The City of Hattiesburg understands that should Hub City Lofts, LLC default upon the loan or materially enters into a period of non-performance, the City of Hattiesburg will promptly notify the Mississippi Development Authority.

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

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

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

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

YEAS:

NAYS:

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

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

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

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

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

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

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

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

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

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

SECTION ONE: The City of Hattiesburg, shall upon receipt of the monthly loan payment from Hub City Lofts, LLC, repay to the Mississippi Development Authority all loan payments generated as a result of the CDBG loan to the Company.

SECTION TWO: The City of Hattiesburg understands that should Hub City Lofts, LLC default upon the loan or materially enters into a period of non-performance, the City of Hattiesburg will promptly notify the Mississippi Development Authority.

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

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

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, the 17 day of January, 2012

ATTEST:

Diana H. Bernardo
CLERK OF THE COUNCIL

ADOPTED:

P. Bradley
PRESIDENT

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 17 date of January, 2012.

ATTEST:

Edwin L. Myers
CITY CLERK

ADOPTED:

James J. Clark
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0451

File ID: 2012-0451

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Resolution stating a firm commitment to comply with National Policy objective of Katrina Supplemental Community Devel. Blk Grant

Final Action: 01/17/2012

Minute Book Number: MB 2012-11

Title:

Adopt a Resolution stating a firm commitment to comply with the National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project
No. R-103-205--02-KED

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. National Policy, executed Resol. 2012-4 national policy

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Adopt				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Adopt a Resolution stating a firm commitment to comply with the National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project No. R-103-205--02-KED.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2012-0451

Title

Adopt a Resolution stating a firm commitment to comply with the National Policy objective of Katrina Supplemental Community Development Block Grant Economic Development Project
No. R-103-205--02-KED

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

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

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

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

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

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

YEAS:

NAYS:

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

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

ATTEST:

ADOPTED:

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

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

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

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

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

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

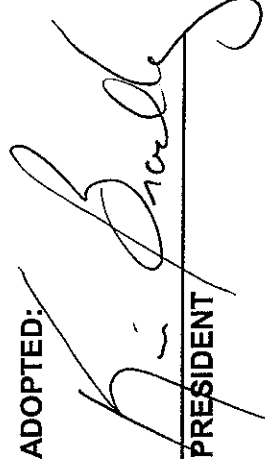
NAYS: None

The President thereby declared the motion carried and the Resolution adopted, the 17 day of January, 2012

ATTEST:

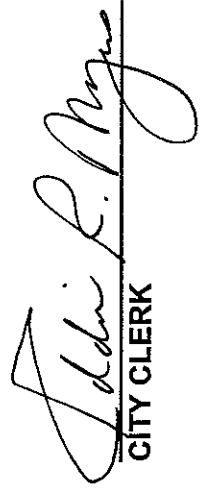

CLERK OF THE COUNCIL

ADOPTED:

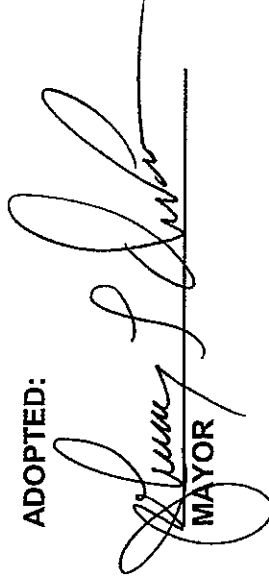

PRESIDENT

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 17 date of January, 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0441

File ID: 2012-0441

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Agreement, Parity Indebtedness Certification

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/11

Title:

Authorize Council President to execute letter of agreement with Nicholson & Company for certification necessary in order for the City to issue additional Water and Sewer System Parity Indebtedness.

Notes:

Sponsors:

Enactment Date:

Attachments: Agreement, Parity Indebtedness Certification,
Executed agree.Nicholson

Enactment Number:

Contact: Kim Bradley/Joe Townsend

Meeting Date: 01/17/2012

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	01/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Council President to execute letter of agreement with Nicholson & Company for certification necessary in order for the City to issue additional Water and Sewer System Parity Indebtedness.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2012-0441

Title

Authorize Council President to execute letter of agreement with Nicholson & Company for certification

necessary in order for the City to issue additional Water and Sewer System Parity Indebtedness.

Summary

Agreement, Nicholson & Company, Parity Indebtedness

Budget Information

009660.6010

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

CARL L. NICHOLSON, JR., CPA
RICHARD D. HALBERT, CPA
RICHARD G. TOPP, CPA
FRANK H. McWHORTER, JR., CPA
T. JOHN HARVEY, CPA
WILLIAM T. KELLY, CPA/ABV, CVA
SUSAN A. RILEY, CPA
DAWN T. JONES, CPA
MICHAEL W. DAVIS, CPA
GREGORY L. FAIREY, CPA
JEFFREY M. ALLEN, CPA
JOHN S. HEATH, CPA
DONALD J. NESTER, CPA
PAIGE M. JOHNSON, CPA
SHANNON J. JONES, CPA
JANICE M. BATES, CPA
JOE C. TRAVIS, CPA, CFEA, CFF
JOSEPH C. TOWNSEND, CPA, CVA
TRACY W. HAYNES, CPA
JAMES E. POLK, CPA
STEPHEN W. GRAY, CPA
ANNETTE P. HERRIN, CPA/ABV, CVA, CFE, CFF
ROBBIN COURTNEY JONES, CPA
LEIGH F. AGNEW, CPA
SHELBY L. HOWARTH, CPA
RENEE MOORE, CPA
LACEY J. MILLER, CPA
MICHAEL BRADLEY WOOD, CPA
LESLIE C. BILANCIA, CPA/ABV, CVA

NICHOLSON & COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
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HATTIESBURG, MISSISSIPPI 39401
POST OFFICE DRAWER 15099
HATTIESBURG, MISSISSIPPI 39404-5099

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www.nicholsoncpas.com

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AMERICAN INSTITUTE
OF CERTIFIED PUBLIC
ACCOUNTANTS

MISSISSIPPI SOCIETY
OF CERTIFIED PUBLIC
ACCOUNTANTS

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COLUMBIA, MISSISSIPPI 39429
TELEPHONE: 601-736-3449
FAX 601-736-0501

450 EAST PASS ROAD, SUITE 108
GULFPORT, MISSISSIPPI 39507
POST OFFICE BOX 1842
GULFPORT, MISSISSIPPI 39502
TELEPHONE: 228-864-1779
FAX 228-864-3850

January 6, 2012

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39403

Dear Mr. Bradley:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Hattiesburg.

We will apply the agreed-upon procedure which the City of Hattiesburg has specified pertaining to the prescribed "Issuance of Parity Indebtedness or Subordinate Indebtedness" provisions of the City's Mississippi Development Bank Special Obligation Bonds, Series 2006 bond documents. This procedure will consist of our performance of the calculations as prescribed in the City's Mississippi Development Bank Special Obligation Bonds, Series 2006 bond documents pertaining to the "Issuance of Parity Indebtedness or Subordinate Indebtedness" in order to certify the required 105% coverage of the highest annual debt service payments in any succeeding Note Year on the Series 2006 Note and any parity Indebtedness (including the Parity Indebtedness to be issued) that is necessary in order for the City to issue additional Water and Sewer System Parity Indebtedness. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the above paragraph either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete this procedure, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedure as described above does not constitute an examination, we will not express an opinion on City of Hattiesburg's compliance with the applicable debt covenants for the fiscal year ended September 30, 2011. In addition, we have no obligation to perform any procedures beyond those described in the second paragraph of this letter.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City of Hattiesburg, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Mr. Kim Bradley
City of Hattiesburg, Mississippi
January 6, 2012
Page 2 of 2

Frank H. McWhorter, Jr., CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures on approximately January 6, 2012 and, unless unforeseeable problems are encountered, the engagement should be completed by January 9, 2012. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the City of Hattiesburg's compliance with the applicable "Parity Indebtedness or Subordinate Indebtedness" in accordance with the applicable provisions of the City's Mississippi Development Bank Special Obligation Bonds, Series 2006 bond documents.

Our fees for these services will be based on actual time spent at our standard hourly rates, plus out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the agreed upon procedures.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Sincerely,

NICHOLSON & COMPANY, PLLC



Carl L. Nicholson, Jr., CPA

CLNJr/mje

RESPONSE:

This letter correctly sets forth the understanding of the City of Hattiesburg.

Kim Bradley

Date

System Review Report

May 4, 2010

To the Members

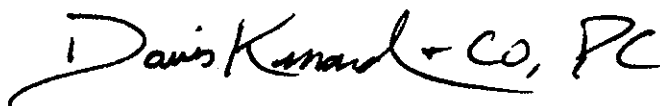
Nicholson & Company, PLLC

and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of **Nicholson & Company, PLLC** (the firm) in effect for the year ended December 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Nicholson & Company, PLLC** in effect for the year ended December 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Nicholson & Company, PLLC** has received a peer review rating of *pass*.



DAVIS KINARD & CO, PC

CARL L. NICHOLSON, JR., CPA
RICHARD D. HALBERT, CPA
RICHARD G. TOPP, CPA
FRANK H. McWHORTER, JR., CPA
T. JOHN HARVEY, CPA
WILLIAM T. KELLY, CPA/ABV, CVA
SUSAN A. RILEY, CPA
DAWN T. JONES, CPA
MICHAEL W. DAVIS, CPA
GREGORY L. FAIREY, CPA
JEFFREY M. ALLEN, CPA
JOHN S. HEATH, CPA
DONALD J. NESTER, CPA
PAIGE M. JOHNSON, CPA
SHANNON J. JONES, CPA
JANICE M. BATES, CPA
JOE C. TRAVIS, CPA, CFE, CFF
JOSEPH C. TOWNSEND, CPA, CVA
TRACY W. HAYNES, CPA
JAMES E. POLK, CPA
STEPHEN W. GRAY, CPA
ANNETTE P. HERRIN, CPA/ABV, CVA, CFE, CFF
ROBBIN COURTNEY JONES, CPA
LEIGH F. AGNEW, CPA
SHELBY L. HOWARTH, CPA
RENEE MOORE, CPA
LACEY J. MILLER, CPA
MICHAEL BRADLEY WOOD, CPA
LESLIE C. BILANCIA, CPA/ABV, CVA

NICHOLSON & COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
2 SOUTHERN POINTE PARKWAY, SUITE 100
HATTIESBURG, MISSISSIPPI 39401
POST OFFICE DRAWER 15099
HATTIESBURG, MISSISSIPPI 39404-5099

TELEPHONE 601-264-3519
TOLL FREE 877-842-7137
FAX 601-264-3642

www.nicholsoncpas.com

MEMBERS
AMERICAN INSTITUTE
OF CERTIFIED PUBLIC
ACCOUNTANTS

MISSISSIPPI SOCIETY
OF CERTIFIED PUBLIC
ACCOUNTANTS

OTHER OFFICES:
150 OLD HWY 98 EAST
POST OFFICE BOX 609
COLUMBIA, MISSISSIPPI 39429
TELEPHONE: 601-736-3449
FAX 601-736-0501

450 EAST PASS ROAD, SUITE 108
GULFPORT, MISSISSIPPI 39507
POST OFFICE BOX 1842
GULFPORT, MISSISSIPPI 39502
TELEPHONE: 228-864-1779
FAX 228-864-3850

January 6, 2012

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39403

Dear Mr. Bradley:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Hattiesburg.

We will apply the agreed-upon procedure which the City of Hattiesburg has specified pertaining to the prescribed "Issuance of Parity Indebtedness or Subordinate Indebtedness" provisions of the City's Mississippi Development Bank Special Obligation Bonds, Series 2006 bond documents. This procedure will consist of our performance of the calculations as prescribed in the City's Mississippi Development Bank Special Obligation Bonds, Series 2006 bond documents pertaining to the "Issuance of Parity Indebtedness or Subordinate Indebtedness" in order to certify the required 105% coverage of the highest annual debt service payments in any succeeding Note Year on the Series 2006 Note and any parity Indebtedness (including the Parity Indebtedness to be issued) that is necessary in order for the City to issue additional Water and Sewer System Parity Indebtedness. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the above paragraph either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete this procedure, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

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Mr. Kim Bradley
City of Hattiesburg, Mississippi
January 6, 2012
Page 2 of 2

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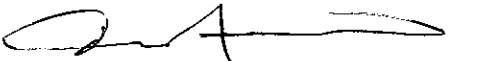
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Sincerely,

NICHOLSON & COMPANY, PLLC

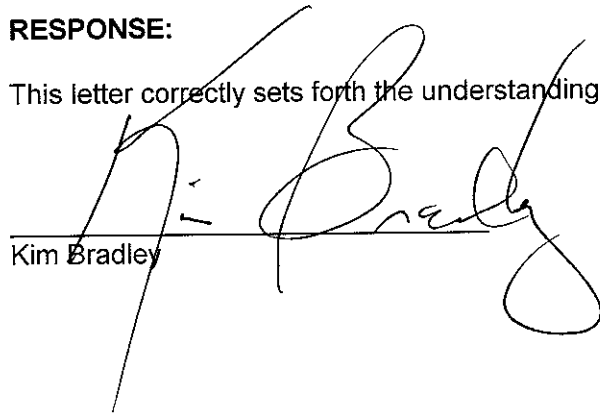


Carl L. Nicholson, Jr., CPA

CLNJr/mje

RESPONSE:

This letter correctly sets forth the understanding of the City of Hattiesburg.



Kim Bradley

1-17-12
Date

System Review Report

May 4, 2010

To the Members

Nicholson & Company, PLLC

and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

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DAVIS KINARD & CO, PC



City of Hattiesburg, MS

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

Master

File Number: 2012-0449

File ID: 2012-0449

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Downtown Lighting Phase II & III Supplemental Agreement No. 3 with Webster Electric

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/11-12

Title:

Approve change order and authorize Mayor to execute Supplemental Agreement No. 3 with Webster Electric for the Downtown Lighting Improvements Phase II & III in the amount of \$1,431.00.

Notes:

Sponsors:

Enactment Date:

Attachments: SDW DT Lighting Supplemental Doc 1 10 12, Webster Cover, Webster Supplemental Agreement No 3, executed Webster Supplemental Agreement No 3

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter: Sheri Tisdale

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve change order and authorize Mayor to execute Supplemental Agreement No. 3 with Webster Electric for the Downtown Lighting Improvements Phase II & III in the amount of \$1,431.00.							
Mr. Kuyrkendall said that the change orders covers a decorative fence to match the existing fence at the library, another smaller fixture on Main Street, and labor for two lights at People's Park.							
Council President Bradley asked if the project is still within budget. Mr. Kuyrkendall answered in the affirmative and noted that consulting money is not included in the loan amount and must come from the consulting budget.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0449

Title

Approve change order and authorize Mayor to execute Supplemental Agreement No. 3 with Webster Electric for the Downtown Lighting Improvements Phase II & III in the amount of \$1,431.00.

Summary

Supplemental Agreement No. 3 with Webster Electric for the Downtown Lighting Improvements, Phase II & III.

Budget Information

090603.7295.51 \$1,431.00

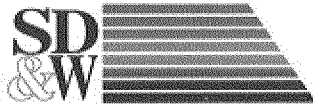
Expenditure Type

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)

January 10, 2012

City of Hattiesburg
ATTN: Mr. Bert Kuyrkendall
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: Downtown Lighting Phase II & III
City of Hattiesburg

Dear Mr. Kuyrkendall:

Enclosed please find four (4) copies of Supplemental Agreement No. 3 for the above referenced project. Please have the mayor execute and return all copies to our office.

Please do not hesitate to call should you have questions or comments.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

Enclosure

WEBSTER ELECTRIC CO., INC.8292 Hwy. 19 North
Collinsville, MS 39325

Mailing: P.O. Box 8129, Meridian, MS 39303

Tel: (601) 626-0200

Fax: (601) 626-0209

LETTER OF TRANSMITTALDATE 1-9-2012 JOB NO. 215ATTENTION John WeeksRE: Downtown LightingPhase II & IIIHattiesburgTO Shaw's Chairman & White
301 2nd Ave
Hattiesburg MS 39401WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
<u>1</u>	<u>1-9-12</u>		<u>Supplemental Agreement No. 3</u>

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

COPY TO _____

SIGNED: [Signature]

If enclosures are not as noted, kindly notify us at once.

THE CITY OF HATTIESBURG
Downtown Lighting Improvements
Phases II and III

SUPPLEMENTAL AGREEMENT NO. 3

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Webster Electrical Co., Inc., Contractor and Berkley Regional Insurance Company, Surety entered into a contract with the The City of Hattiesburg on the 5th day of October, 2010 for the Downtown Lighting Improvements Phases II and III.

WHEREAS: Approximately fifteen (15) linear feet of decorative iron fence with a five foot (5') by five foot (5') concrete pad shall be constructed at the service point in front of the Hattiesburg Public Library for a lump sum price of \$2,875.00.

WHEREAS: A spare type "A" fixture shall be installed along 5th Street for a lump sum price of \$3,135.00. This price includes a deduct for the installation of the fixtures at Saenger Theater and deduction for the labor to remove the existing poles refurbished by Trustmark Bank. All fixtures shall be supplied to the City of Hattiesburg as spares.

WHEREAS: The installation of the lighting assemblies located at People's Park shall be deleted from the contract and provide a deduct of (-\$4,579.00).

Original Contract Price = \$2,025,000.00
Revised per Supplemental Agreement #1 = \$39,616.00
Revised per Supplemental Agreement #2 = \$34,937.00
Revised per Supplemental Agreement #3 = \$1,431.00
Revised Contract Amount = \$2,100,984.00

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

NOW, THEREFORE, We, Webster Electrical Co., Inc., Contractor and Berkley Regional Insurance Company, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 6th day of January, 2012

Webster Electrical Co., Inc.

The City of Hattiesburg, Mississippi

By: Chad Robertson

Contractor

Chad Robertson, Vice President

By: Johnny L. DuPree, Ph.D., Mayor

Witness: Doreen M.

Witness: _____

Berkley Regional Insurance Company

By: Cindy D. Giles

Surety

Cindy D. Giles, Attorney-In-Fact

Witness: Vonda G. Rivers

Vonda G. Rivers

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Emmette Bruce Martin, Ronald T. Hampton, C.L. McDonald, Jr., Cindy D. Giles, Vonda G. Rivers or Lindsey G. Boswell of Meyer & Rosenbaum, Inc. of Meridian, MS** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of July, 2010.

Attest:

(Seal) By Ira S. Lederman
 Senior Vice President & Secretary

Berkley Regional Insurance Company

By Jeffrey M. Hafter
 Jeffrey M. Hafter
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of July, 2010, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC

MY COMMISSION EXPIRES **JUNE 30, 2012** Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6 day of Jan, 2012

(Seal)

Andrew M. Tuba

Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:
(973) 775-5021 or Telefax (973) 775-5024**

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mt. Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

Telefax: (866) 408-2421

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



BERKLEY SURETY GROUP

THE CITY OF HATTIESBURG
Downtown Lighting Improvements
Phases II and III

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DATED, this 6th day of January, 2012

Webster Electrical Co., Inc.

By: Chad Robertson
Contractor
Chad Robertson, Vice President

Witness: June M

The City of Hattiesburg, Mississippi

By: Johnny L. DuPree
Johnny L. DuPree, Ph.D, Mayor

Witness: Edwin P. Myers

Berkley Regional Insurance Company

By: Cindy D. Giles
Surety
Cindy D. Giles, Attorney-in-Fact

Witness: Vonda G. Rivers
Vonda G. Rivers

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

No. 3150

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This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of July, 2010.

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

Berkley Regional Insurance Company

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of July, 2010, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 30, 2012 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6 day of Jan, 2012.

(Seal)

Andrew M. Thura

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:
(973) 775-5021 or Telefax (973) 775-5024**

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mt. Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

Telefax: (866) 408-2421

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



BERKLEY SURETY GROUP



City of Hattiesburg, MS

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

Master

File Number: 2011-0434

File ID: 2011-0434

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Sole Source Approval for BullEx I.T.S. Xtreme Fire Extinguisher Training System for the Hattiesburg Fire Department

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/12

Title:

Approve the purchase of One (1) BullEx I.T.S. Xtreme Fire Extinguisher Training System for the Hattiesburg Fire Department in the total amount of \$9,895.00 from BullEx Digital Safety 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 and memorandum.

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-BullEx Sole Source HFD.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve the purchase of One (1) BullEx I.T.S. Xtreme Fire Extinguisher Training System for the Hattiesburg Fire Department in the total amount of \$9,895.00 from BullEx Digital Safety 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 and memorandum.							
Chief Webster stated that State Farm donated \$5,000 for this purchase and that Forrest County provided the remainder.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2011-0434

Title

Approve the purchase of One (1) BullEx I.T.S. Xtreme Fire Extinguisher Training System for the Hattiesburg Fire Department in the total amount of \$9,895.00 from BullEx Digital Safety 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 and memorandum.

Summary

Sole Source Approval for BullEx I.T.S. Xtreme Fire Extinguisher Training System for the Hattiesburg Fire Department

Purchasing Item

Sole Source

To: Hattiesburg City Council; Mayor Johnny L. DuPree, Ph.D.
From: Fire Chief David Webster
Subject: Acceptance of Sole Source for Extinguisher Training System
Date: January 5, 2012

I am requesting the council to accept BulEx Digital Safety Corporation as the sole source for the portable fire extinguisher training system described in attached documentation. The letter of sole source is also attached.

If you have any questions, please feel free to contact me.



[SMART TOOLS FOR REAL TRAINING]

To Whom It May Concern:

BullEx Digital Safety is the sole source provider for the I.T.S. Xtreme™, which is used to provide cost-effective, realistic and repeatable live-fire extinguisher training. The I.T.S. Xtreme cannot be purchased through any other authorized vendor and there are no other similar products available.

The I.T.S. Xtreme is the only fire extinguisher training system capable of varying live-flames based on where a trainee is aiming and sweeping a fire extinguisher. The system works by sensing where a trainee aims the SmartExtinguisher® (included with the system). The system then varies propane-fed flames accordingly to simulate the response of a fire to a dry-chemical fire extinguisher.

The SmartExtinguisher, however, needs only to be filled and recharged with compressed air and water. The sensors in the I.T.S. Xtreme determine where a user is aiming and sweeping the SmartExtinguisher and the on-board control system determines how to vary the flames in response. If the user utilizes the correct technique, aiming and sweeping at the base of the fire, the flames will be extinguished. If the user does not utilize the proper technique, the fire may die down, but will not be fully extinguished. The I.T.S. Xtreme is also the only fire extinguisher training system that can offer a time-to-extinguish score for each trainee.

The technology that enables the I.T.S. Xtreme to sense the SmartExtinguisher and vary the flames in response is patented. The United States Patent Number is 7,175,439.

Sincerely,

A handwritten signature in black ink, appearing to read "R O'Donnell". The signature is fluid and cursive.

Ryan O'Donnell
Chief Executive Officer



20 Corporate Circle
Albany, NY 12203
Ph. 518-689-2023
Fx. 518-689-2034

Quote

Quote Number: 29376
Date: 01/05/2012
Sales Person: Grant Roberts
Valid Until: 01/31/2012
Terms: Net 30

Bill-To:	Ship To:	Contact:
Hattiesburg Fire Rescue 53 Academy Drive Hattiesburg MS 39401	Hattiesburg Fire Rescue 53 Academy Drive Hattiesburg MS 39401	Geneva Germany 601-545-6678

Quantity	Part Number	Product	Unit Price	Ext. Price
1	ITSX100TP	Xtreme Trainer's Package Intelligent Training System Xtreme Base Unit I.T.S. Xtreme Transport Case Battery Power Pack (22 Amp hr) Class A, B and C Stainless Steel Props with Case (4) 7X SmartExtinguishers (Red) Two Industrial Grade Extinguisher Carrying Cases Choice of Air Compressor or Air Regulator Kit Handheld Controller Sensor Guard Controller Cable Power Cable Propane Supply Kit Recharge Accessories 1-Year Limited Warranty User Manual and How to Operate Training CD	\$9,895.00	\$9,895.00

Promotion free Shipping for a saving of \$381.00

Grand Total		Subtotal:	\$9,895.00
Currency:	U.S. Dollar	Tax:	\$0.00
Tax Rate:	0.00%	Shipping & Handling:	\$0.00
Shipping Provider:		Total:	\$9,895.00

Warranty Terms: The warranty covers all part defects in material or workmanship for a period of one year from date of purchase unless otherwise specified. The customer will be responsible for return shipping to nearest BullEx facility or replacing parts supplied by BullEx. The warranty does not cover damage caused by accident, neglect, or misuse by the client or its agents, servants or employees. Standard warranty excludes batteries and battery packs which have a 90 day warranty.

General Terms:



City of Hattiesburg, MS

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

Master

File Number: 2011-0437

File ID: 2011-0437

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Sole Source Approval for In-Car Video Systems for the Police Department

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/12-13

Title:

Approve the purchase of Twenty Five (25) 4RE In-Car Camera Systems in the total amount of \$108,350.00 for the Hattiesburg Police Department from WatchGuard Digital In-Car Video 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: 01-17-Sole Source letter for Hattiesburg PD MS Watchguard, 01-17-Watchguard Sole Source Quote.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve the purchase of Twenty Five (25) 4RE In-Car Camera Systems in the total amount of \$108,350.00 for the Hattiesburg Police Department from WatchGuard Digital In-Car Video 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: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2011-0437

Title

Approve the purchase of Twenty Five (25) 4RE In-Car Camera Systems in the total amount of \$108,350.00 for the Hattiesburg Police Department from WatchGuard Digital In-Car Video 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

Sole Source Approval for In-Car Video Systems for the Police Department

Purchasing Item

Sole Source



9th of January, 2012

Hattiesburg Police Department

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, and the CopVu wearable camera system. These products are represented and sold only by our Factory Authorized Representatives in protected territories. We do not sell through distributors.

DV-1 and 4RE Unique Features

- PRE and POST event recording can be set for different time periods up to 10 minutes each to maximize the department requirements.
- Menu and user settings are accessed through a graphical user interface (not mere text menus).
- Hard Drive Playback can be done from the Unit, allowing the officer to review the evidence in the vehicle and have simultaneous recording (of all cameras and microphones) and playback features.
- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Never run out of media or lose video during an event. Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence



presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.

- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

4RE

- 4RE is the only high-definition digital in-car video system available today, in addition to the following unique features:
- Multiple resolution encoding allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in D1 (720x480) resolution.

CopVu

- The only wearable camera system that utilizes the secure file transfer and storage software, CommandVu, ensuring file integrity, centralized and secure access to video files, and the ability for Administrators to carefully assign, protect, and manage all CopVu video evidence.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Stuczynski".

Jason Stuczynski

Technical Sales Director

WatchGuard Video

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



Agency Name: **Hattiesburg PD, MS**
Contact Person: **Chris Simpson**
Date: **January 9, 2012**

4RE Price Estimate

Provided By: **Jim Hudson**

TOTAL PROJECT ESTIMATED AT

108,350.00

1.) 4RE In-Car Camera System

		Quantity	MSRP	Direct	Extended
4RE-STD-GPS	4RE In-Car Camera System. Includes GPS, HD combo camera (high definition (720P) forward facing camera and full color cabin camera), DVR, integrated 80GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 2.4 GHz wireless microphone, leather holster, hardware & cabling, 1 yr. warranty.	25	\$ 6,195.00	\$ 4,995.00	\$ 124,875.00
WGA00475-KIT1	Upgrade to Hi-Fi Long Range Microphone Kit	0	\$ 115.00	\$ 100.00	\$ -
4RE-WRL-KIT-05G	4RE In-Car 802.11n Wireless Kit, 5GHz	25	\$ 345.00	\$ 300.00	\$ 7,500.00

2.) 4RE Evidence Library Server and Client Software

		Quantity	MSRP	Direct	Extended
KEY-ELB-SRV-200	Evidence Library 2 Server Software, 26+ 4REs (includes 5 client licenses)	0	\$ 5,495.00	\$ 4,995.00	\$ -
SFW-ELB-CLI-200	Additional Remote Client License Key, Evidence Library 2	0	\$ 85.00	\$ 75.00	\$ -
SFW-SQL-CAL-001	Additional Software CAL, SQL Server 2008, 1 CAL	0	\$ 100.00	\$ 90.00	\$ -

3.) Server Hardware and Software

		Quantity	MSRP	Direct	Extended
HDW-4RE-SRV-201	3U Rack Mount 16 SATA Drive Server, Intel Xeon X5650 2.66 GHz, 12GB RAM, 5x500GB SATA 7,200 RPM drives (boot/sql), Windows Server 2008 R2 64-bit, SQL Server 2008 R2, 3-Year full service (on-site or reimbursed) warranty. <i>This server system does NOT include supporting equipment like keyboards, network switches, monitor, etc.</i>	0	\$ 9,075.00	\$ 8,005.00	\$ -
HDW-4RE-SRV-001	Tower Server, Intel i5 3.20 GHz, 8GB RAM, 3x2TB SATA 7,200 RPM drives, 3.5TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty. <i>This server includes tower, keyboard, monitor with built in speakers and mouse.</i>	0	\$ 4,395.00	\$ 4,175.00	\$ -

4.) Video Storage

		Quantity	MSRP	Direct	Extended
HDW-4RE-HDD-2TB	2TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache One drive is a dedicated spare - Total (0 TB) - Usable (5.5 TB)	0	\$ 575.00	\$ 520.00	\$ -
HDW-4RE-JBD-012	Storage, JBOD Enclosure, 12-bay, 2U, includes SAS Cable	0	\$ 2,255.00	\$ 2,050.00	\$ -

5.) Wireless Access Points

		Quantity	MSRP	Direct	Extended
WAP-BLD-245-001	Wi-Fi Access Point, 802.11n, 2.4/5GHz, Digital Steering (includes PoE)	0	\$ 3,270.00	\$ 2,955.00	\$ -
WAP-KIT-05G-001	WiFi Access Point Kit, 802.11n, 5GHz, Omni (Radio, Antenna, PoE)	0	\$ 455.00	\$ 405.00	\$ -
WAP-BLD-05G-001	Wi-Fi Access Point, 802.11n, 5GHz, Sector Antenna (includes PoE)	0	\$ 285.00	\$ 250.00	\$ -

Estimate based on your agency recording 20 hours of video per day, an average file size of 1.1 GB/Hour, routine events being purged after 180 days, and critical events being purged after 455 days.

Changes in these assumption will require the Estimate to be re-worked.

Total Hardware and Software \$ 132,375.00

Shipping and Handling Charges \$ 625.00

Sales Tax

6.) WatchGuard Technical Services

		Quantity	MSRP	Direct	Extended
SVC-SIT-SUR-001	Site Survey, 4RE Wireless Discovery and Examination	0	\$ 3,850.00	\$ 3,500.00	\$ -
SVC-WGV-ONS-100	Qualified WG employees on-site installing and configuring Evidence Library, Remote Client, SQL database. Programming all access points and available 4RE DVR units. Complete system testing and agency IT administrator training.	First Day 0	\$ 1,650.00	\$ 1,500.00	\$ -
SVC-WGV-ONS-200		Addtl. Days 0	\$ 1,100.00	\$ 1,000.00	\$ -
SVC-WGV-ONS-300	Access Point installations including cable runs <i>(Work may be performed by a sub-contractor)</i>	0	\$ 1,100.00	\$ 1,000.00	\$ -
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	0	\$ 440.00	\$ 400.00	\$ -

Total Technical Services \$ -

7.) Manual Adjustments

Description: Trade-in 5 DV-1D \$4,895ea, 5 Charger Brackets \$35ea	\$ (24,650.00)
--	----------------

8.) 4RE Complete Protection Plan - Annual fee after first year of ownership

		Total # of Years	MSRP (per year)	Direct (per year)	Extended
WAR-4RE-CPP-001	4RE Complete Protection Plan covers parts and labor for all in-car hardware, includes unlimited server and client software support, and all server and client software and 4RE firmware updates. All initial 4RE purchases include the first year of Complete Protection Plan for free. Additional coverage up to 5 years for \$360 per 4RE unit, per year	1	\$ 9,625.00	\$ -	\$ -

Leasing	Projected monthly lease payments. Actual payment will vary based on rate changes.	3-Year	4-Year	5-Year
		\$ 4,182.19	\$ 3,149.59	\$ 2,749.87

Note:

This is only an estimate for 4RE related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires a site-survey to be performed, which will define actual back-office costs and any costs associated to configuration support and installation. Please see your sales representative for more details.



City of Hattiesburg, MS

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

Master

File Number: 2012-0465

File ID: 2012-0465

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/12/2012

Brief Title: Appoint Glenda Funchess as Municipal Court
Prosecutor, Post 2

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/13

Title:

Adopt resolution appointing Glenda Funchess as Municipal Court Prosecutor, Post 2,
effective January 17, 2012, until further ordered.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol appoint G Funchess Prosecutor, executed
Resol 2012-5 appoint G Funchess Prosecutor, Oath
of Office, Glenda Funchess - Resume

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt resolution appointing Glenda Funchess as Municipal Court Prosecutor, Post 2, effective January 17, 2012, until further ordered.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0465

Title

Adopt resolution appointing Glenda Funchess as Municipal Court Prosecutor, Post 2, effective January 17, 2012, until further ordered.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

**RESOLUTION FOR APPOINTING A MUNICIPAL COURT PROSECUTOR
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint a Municipal Court Prosecutor, Post 2; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Glenda Funchess be appointed as Municipal Court Prosecutor, Post 2, effective January 17, 2012 until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of January, 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of January, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

RESOLUTION FOR APPOINTING A MUNICIPAL COURT PROSECUTOR FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Prosecutor, Post 2; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Glenda Funchess be appointed as Municipal Court Prosecutor, Post 2, effective January 17, 2012 until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of January, 2012.

(S E A L)

ATTEST:

Debra K. Bernard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of January, 2012.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

STATE OF MISSISSIPPI)
COUNTY OF FORREST AND LAMAR)
CITY OF HATTIESBURG)

OATH OF OFFICE

I, **GLEND A FUNCHESS**, DO SOLEMNLY SWEAR THAT I WILL
FAITHFULLY SUPPORT THE CONSTITUTION OF THE UNITED STATES OF
AMERICA AND THE CONSTITUTION OF THE STATE OF MISSISSIPPI, AND OBEY THE
LAWS THEREOF; THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF
MUNICIPAL COURT PROSECUTOR, POST 2 OF SAID CITY, UPON WHICH I AM
ABOUT TO ENTER.

SO HELP ME GOD.

MUNICIPAL COURT PROSECUTOR, POST 2
CITY OF HATTIESBURG

SWORN TO AND SUBSCRIBED BEFORE ME THIS, THE ____ DAY OF
_____, A. D., 2012.

NOTARY PUBLIC

My Commission Expires

GLEND A F. FUNCH E S S
306 Tuscan Avenue
Hattiesburg, MS 39401
(601) 544-8783 (Home)
(601) 545-2950, Ext. 2608 (Work)
(601) 310-9678 (Cell)

ADMISSIONS

Member of the Mississippi State Bar since February 1988. Admitted to practice before the Supreme Court of Mississippi, the United States District Court of Northern Mississippi, the United States District Court of Southern Mississippi, and the United States Fifth Circuit Court of Appeals.

LEGAL EDUCATION

J.D. University of Tennessee College of Law, Knoxville, Tennessee, August 1984.

Honors and Activities: Dean's List, sixth semester; Frederick T. Bonham Scholarship Recipient; Council on Legal Education Opportunity (C.L.E.O.) Scholarship Recipient; Black American Law Student Association (BALSA); BALSA Outstanding and Dedicated Service Award (1984).

GRADUATE EDUCATION

M.S. University of Southern Mississippi, Hattiesburg, Mississippi, May 1978 in Criminal Justice; minor in Counseling.

Honors and Activities: Lambda Alpha Epsilon - American Criminal Justice Association; National Organization of Victim Assistance.

UNDERGRADUATE EDUCATION

B.A. Texas Southern University, Houston, Texas, May 1976 in Political Science; minor in History.

Honors and Activities: Dean's List, four years; Academic Scholarship Recipient, 1975; Alpha Kappa Alpha Sorority, Inc., and 1972 Honor Graduate of Hattiesburg High School.

EXPERIENCE

August 1998 - Present

Regional Managing Attorney, Mississippi Center for Legal Services (formerly Southeast Mississippi Legal Services), Hattiesburg, Mississippi.

- * Responsible for representing low-income clients in civil matters in various Chancery Courts, Justice Courts, Youth Courts, County Courts, and the U.S. Bankruptcy Courts in eleven counties (Forrest, Lamar, Marion, Perry, Greene, Covington, Jefferson Davis, Smith, Jones, Wayne, and Jasper Counties).**
- * Responsible for supervising the Staff Attorneys, Paralegals, and Legal Secretaries in the Hattiesburg Regional Office.**
- * Responsible for coordinating outreach clinics and seminars for residents throughout the area served by the Hattiesburg Office.**

August 1992 - May 2003

Assistant Professor, University of Southern Mississippi, Hattiesburg, Mississippi

- * Responsible for teaching four or three Criminal Justice courses per semester.
- * Responsible for student academic counseling, advising, and curriculum planning.
- * Consultant with the Children Justice Act; planned, organized and established state's first Child Fatality Review Team.

June 1991 - January 1993

Staff Attorney, Central Mississippi Legal Services, Vicksburg, Mississippi.

- * Provided comprehensive legal services to economically disadvantaged clients in the Mississippi Delta Area of Warren, Sharkey, and Issaquena counties. Vast majority of cases involved family law, bankruptcy law, collections, consumer law, social security, unemployment compensation, and housing.

June 1990 - June 1991

Private Practice, Hattiesburg, Mississippi.

- * Involved in the general practice of Law including Wills and Estates, Family Law, Bankruptcy and Title VII.

December 1984 - June 1990

Analyst and Investigator, Equal Opportunity Staff, Tennessee Valley Authority, Knoxville, Tennessee.

- * Analyzed and finalized agency decisions for the chief executive officer of TVA on complaints of illegal employment discrimination filed against TVA.
- * Reviewed and compiled investigative records for completeness of statistical, documenting and affidavit information.
- * Analyzed records according to pertinent TVA codes and policies, TVA union agreements, federal laws and court decisions.
- * Reviewed hearing transcripts and recommended decisions of the Equal Employment Opportunity Commission (EEOC) Administrative Law Judges and drafted letters and analytical statements either adopting, modifying, or rejecting the administrative law judges' decisions.
- * Ensured that the approved corrective actions were implemented within the designated time frames.
- * Reviewed precomplaint counseling reports and formal complaints of employees to determine whether allegations were within purview of Federal regulations.
- * Wrote letters of acceptance to complainants and identified the alleged discriminating organizations and officials.
- * Participated in staff panel meetings to determine the investigative and evidentiary process appropriate for complaints of discrimination.

March 1983 - August 1984

Reference Librarian Assistant, Reference Department, University of Tennessee, Knoxville, Tennessee.

- * Assisted patrons in utilizing the various references indexes, digests, and card catalog; Operated the OCLC terminal and the public information system.

June 1982 - August 1982

Monitor, City of Houston Summer Youth Program, Houston, Texas.

- * Monitored the Houston Summer Youth Program to ensure compliance with federal regulations.**
- * Investigated and wrote reports on the various work-sites.**
- * Coordinated and conducted workshops for counselors.**

January 1979 - May 1981

Instructor, Administration of Justice Department, Texas Southern University, Houston, Texas.

- * Taught four Criminal Justice courses per semester.**
- * Responsible for student academic counseling, advising, and curriculum planning.**
- * Certified students for graduation.**
- * Coordinated tours of various state and federal correctional institutions.**
- * Coordinated itineraries for Criminal Justice conferences.**
- * Planned, organized and sponsored Texas Southern University's Eta Sigma Upsilon Chapter of the American Criminal Justice Association.**

August 1978 - August 1979

Review Counselor, City of Houston CETA Program, Houston, Texas.

- * Counseled individuals who were terminated from training at the Houston Opportunity Industrialization Center.**
- * Assisted individuals in finding meaningful employment.**

Program Coordinator, City of Houston CETA Program, Houston, Texas.

- * Interviewed and hired economically disadvantaged individuals on various vacancies with the City of Houston Civil Service.**
- * Compiled statistical data for monthly reports submitted to the Department of Labor.**

OTHER POSITIONS

- * *Library Clerk, Cook Memorial Library, University of Southern Mississippi.***
- * *Social Science Substitute Teacher, Hattiesburg Public School System.***
- * *Office and Legal Assistant, Funchess, Charles, Johns & Evans Law Firm, Houston, Texas.***
- * *Undergraduate Assistant, History Department, Texas Southern University.***
- * *Director's Assistant, South Central Red Cross, Hattiesburg, Mississippi.***

MEMBERSHIPS

Mississippi Bar, Magnolia Bar, Alpha Kappa Alpha Sorority, Inc., AARP, Mt. Zion Baptist Church, Silver Life Member of N.A.A.C.P., Gold Life Member of N.A.A.C.P., and Diamond Life Member N.A.A.C.P.

REFERENCES FURNISHED UPON REQUEST



City of Hattiesburg, MS

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

Master

File Number: 2012-0460

File ID: 2012-0460

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Re-appoint John Duncan to the Civil Service Commission

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/13

Title:

Ratify and confirm the Mayor's re-appointment of John H. Duncan (W1), to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Re-appoint John Duncan

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

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	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Ratify and confirm the Mayor's re-appointment of John H. Duncan (W1), to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0460

Title

Ratify and confirm the Mayor's re-appointment of John H. Duncan (W1), to the Civil Service Commission,

for a six year term beginning 7-1-2011 and ending 6-30-2017.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Civil Service Commission

TERM OF OFFICE: 6 years PERIOD: 7-1-11 to 6-30-17

REPLACES: Re-Appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ___ NO ___

NAME OF PROPOSED APPOINTEE: John H. Duncan

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 1005 N 31st Ave.

HOME PHONE NUMBER: 264-8169 WARD: 1

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0461

File ID: 2012-0461

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Re-appoint Madeline Johnson to the Civil Service Commission

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/13

Title:

Ratify and confirm the Mayor's re-appointment of Madeline Johnson (W2), to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Re-appoint Madeline Johnson

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Ratify and confirm the Mayor's re-appointment of Madeline Johnson (W2), to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2012-0461

Title

Ratify and confirm the Mayor's re-appointment of Madeline Johnson (W2), to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Civil Service Commission

-

TERM OF OFFICE: 6 years PERIOD: 7-1-11 to 6-30-17

REPLACES: Re-Appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES NO

NAME OF PROPOSED APPOINTEE: Madeline Johnson

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN
PARENTHESES ()

ADDRESS: 123 Melwood Drive

HOME PHONE NUMBER: _____ WARD: 2

PLACE OF EMPLOYMENT: Hattiesburg Public Schools

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0462

File ID: 2012-0462

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Re-appoint Mitzi Jo Russell to Civil Service Commission

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/14

Title:

Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W3), to to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Re-appoint Mitzi Jo Russell

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W3), to to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2012-0462

Title

Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W3), to to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

-BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Civil Service Commission

TERM OF OFFICE: 6 years PERIOD: 7-1-11 to 6-30-17

REPLACES: Re-Appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES NO

NAME OF PROPOSED APPOINTEE: Mitzi Jo Russell

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN
PARENTHESIS ()

ADDRESS: 509 Court Street

HOME PHONE NUMBER: 297-2320 WARD: 3

PLACE OF EMPLOYMENT: The Crawford House

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: 583-9400 POSITION: Owner

PERSON CONTACTED BY: Mayor DuPre DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0463

File ID: 2012-0463

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Re-appoint Isaiah Easterling to the Civil Service Commission

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/14

Title:

Ratify and confirm the Mayor's re-appointment of Isaiah Easterling (W5) to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Re-appoint Isaiah Easterling

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Ratify and confirm the Mayor's re-appointment of Isaiah Easterling (W5) to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2012-0463

Title

Ratify and confirm the Mayor's re-appointment of Isaiah Easterling (W5) to the Civil Service Commission, for a six year term beginning 7-1-2011 and ending 6-30-2017.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

-BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Civil Service Commission

TERM OF OFFICE: 6 years PERIOD: 7-1-11 to 6-30-17

REPLACES: Re-Appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES NO

NAME OF PROPOSED APPOINTEE: Isaiah Easterling

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 1124 Poplar Road

HOME PHONE NUMBER: 582-0781 WARD: 5

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0456

File ID: 2012-0456

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Re-appoint Wyche McMullan to Forrest County
Industrial Park Commission

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/14

Title:

Ratify and confirm the Mayor's re-appointment of Wyche McMullan (W3), to the Forrest County Industrial Park Commission, for a five year term beginning 6-17-2011 and ending 6-16-2016.

Notes:

Sponsors:

Enactment Date:

Attachments: Reappointment Forrest Co Industrial Park Comm

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Ratify and confirm the Mayor's re-appointment of Wyche McMullan (W3), to the Forrest County Industrial Park Commission, for a five year term beginning 6-17-2011 and ending 6-16-2016.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0456

Title

Ratify and confirm the Mayor's re-appointment of Wyche McMullan (W3), to the Forrest County Industrial Park Commission, for a five year term beginning 6-17-2011 and ending 6-16-2016.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Forrest County Industrial Park Commission

TERM OF OFFICE: 5 years PERIOD: 6-17-11 to 6-16-2016

REPLACES: Re-appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Wyche McMullan

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 103 Danbury Lane

HOME PHONE NUMBER: 601-268-3388 WARD: 3

PLACE OF EMPLOYMENT: McMullan Motors

EMPLOYMENT ADDRESS: Broadway Drive

EMPLOYMENT PHONE NO.: 544-2430 POSITION: _____

PERSON CONTACTED BY: Mayor DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0457

File ID: 2012-0457

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Re-appoint Lewis Myrick to the Hattiesburg Convention Center Commission

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/14-15

Title:

Ratify and confirm the Mayor's re-appointment of Lewis Myrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-8-2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Re-appoint Myrick

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Ratify and confirm the Mayor's re-appointment of Lewis Myrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-7-2013.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0457

Title

Ratify and confirm the Mayor's re-appointment of Lewis Myrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-8-2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Hattiesburg Convention Center

TERM OF OFFICE: 2 years PERIOD: 1-17-12 to 8-8-13

REPLACES: Re-Appointment

TERM EXPIRED: _____ OR RESIGNED: _____ DECEASED _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES X NO _____

NAME OF PROPOSED APPOINTEE: Lewis Myrick

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 815 Adeline Street

HOME PHONE NUMBER: 601-582-1729 WARD: 4

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0459

File ID: 2012-0459

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Re-appoint William Kirkpatrick to H'burg Convention Center Commission

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/15

Title:

Ratify and confirm the Mayor's re-appointment of William E. Kirkpatrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-8-2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Re-appoint Kirkpatrick, Hub City Lofts - Loan Documents

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Delgado to Ratify and confirm the Mayor's re-appointment of William E. Kirkpatrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-8-2013.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0459

Title

Ratify and confirm the Mayor's re-appointment of William E. Kirkpatrick (W4) to the Hattiesburg Convention Center Commission for a two year term beginning 8-9-2011 and ending 8-8-2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Hattiesburg Convention Center

TERM OF OFFICE: 2 years PERIOD: 1-17-12 to 8-8-13

REPLACES: Re-Appointment

TERM EXPIRED: _____ OR RESIGNED: _____ DECEASED _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES X NO _____

NAME OF PROPOSED APPOINTEE: William E. Kirkpatrick

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN
PARENTHESIS ()

ADDRESS: 818 Myrtle St

HOME PHONE NUMBER: 601-582-1729 WARD: 3 4

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DuPre DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the ____ day of February, 2012, by and between **HUB CITY LOFTS, LLC**, a Mississippi limited liability company (the “Borrower” or “Company”), and **CITY OF HATTIESBURG, MISSISSIPPI**, a body politic of the State of Mississippi (the “Lender” or “Subgrantee”).

R E C I T A L S:

WHEREAS, Subgrantee has applied for, been awarded and authorized to expend on behalf of Borrower, a Community Development Block Grant Disaster Recovery Program grant in the amount of Two Million Dollars (\$2,000,000.00) (the “Grant”) from the Mississippi Development Authority, Community Services Division (“MDA”), to provide for economic development assistance to the Borrower for the purchase and development of (i) that certain improved real property known as the Faulkner Building located at 501-509 Main Street, Hattiesburg, Mississippi (the “Faulkner Building”); (ii) that certain improved real property located at 110 East Front Street, Hattiesburg, Mississippi (the “110 Building”); (iii) that certain improved real property known as the Ross Building located at 201 East Front Street, Hattiesburg, Mississippi (the “Ross Building”); and (iv) that certain improved real property commonly referred to as the “triangle building”, located adjacent to the Ross Building (the “Triangle Building”; and collectively with the Faulkner Building, 110 Building, and Ross Building, the “Premises”).

WHEREAS, the parties agree that incorporated herein by reference is that certain Grant Agreement between the MDA and the Subgrantee effective as of _____ and such parties covenant and agree that they, and each of them, are bound by the terms and conditions thereof.

WHEREAS, the proceeds of the Grant made available and loaned to the Borrower shall be made upon the terms and conditions set forth herein.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

“Agreement” means this Loan Agreement, as amended, supplemented or otherwise modified from time to time.

“Borrower” shall have the meaning given such term in the first paragraph of this Agreement.

“Business Day” means any day on which commercial banks are not authorized or required to close in Hattiesburg, Mississippi.

“Closing Date” means February _____, 2012.

“Company” shall have the meaning given such term in the first paragraph of this Agreement.

“Collateral” shall have the meaning given such term in Section 4.01.

“Deed of Trust” means that certain Deed of Trust of even date herewith of the Borrower in favor of the Lender to the recorded in the office of the Chancery Clerk of _____ County, Mississippi, as the same may be amended, supplemented or otherwise modified from time to time.

“Default” means any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.

“Dollars” and “\$” mean lawful money of the United States of America.

“Event of Default” shall have the meaning given such term in Section 10.1.

“Grant” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Guarantor” means each of Robert O. Tatum, Jr., Anthony J. Iarocci, III, and ISIS Development Group, LLC.

“Guarantors” means, collectively, Robert O. Tatum, Jr., Anthony J. Iarocci, III and ISIS Development Group, LLC.

“Guaranties” means, collectively, the Guaranty Agreements of the Guarantors in favor of the Lender, as the same may be amended, supplemented or otherwise modified from time to time.

“Lender” shall have the meaning given such term in the first paragraph of this Agreement.

“Lien” means any lien, judgment, mortgage, deed of trust, security interest, tax lien, financing statement, pledge, charge, hypothecation, assignment, preference, priority or other encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or title retention agreement), whether arising by contract, operation of law or otherwise.

“Loan” shall mean the loan from Lender to Borrower in the principal amount of Two Million Dollars (\$2,000,000.00) made in accordance with this Agreement.

“Loan Documents” means, collectively, this Agreement, the Note, the Guaranties, the Deed of Trust, and all other promissory notes, security agreements, deeds of trust, mortgages, assignments, guaranties and other instruments, documents and agreements executed and delivered pursuant to or in connection with this Agreement, as such instruments, documents and agreements may be amended, renewed, extended, supplemented or otherwise modified from time to time.

“Loan Facility” means that certain term loan from Lender to Borrower in the principal amount of Two Million Dollars (\$2,000,000.00).

“Interest Rate” means an interest rate per annum equal to two percent (2%).

“Maturity Date” means February ____, 2033.

“MDA” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Monthly Payment Date” means the first Business Day of each calendar month.

“Note” means the promissory note of the Borrower, in substantially the form of Exhibit A attached hereto, and all extensions, renewals, replacements and other modifications thereof.

“Obligated Party” means any other Person who is or becomes party to any agreement that guarantees or secures payment and performance of the Obligations or any part thereof.

“Obligations” means all obligations, indebtedness and liabilities of the Borrower to the Lender, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, including, without limitation, the obligations, indebtedness and liabilities of the Borrower under this Agreement and the other Loan Documents, and all interest accruing thereon and all attorneys’ fees and other expenses incurred in the enforcement or collection thereof.

“Person” means any individual, corporation, business, trust, association, company, partnership, joint venture, governmental authority or other entity.

“Premises” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Project” shall mean the purchase and development of the Premises by the Borrower with the proceeds of the Loan.

“Subgrantee” shall have the meaning given such term in the WHEREAS provisions of this Agreement.

“Subsidiary” means any corporation at least a majority of whose securities having ordinary voting power for the election of directors (other than securities for such power only by reason of a happening of a contingency) are at the time owned, directly or indirectly, by the Borrower.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Mississippi; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the creation, attachment, perfection, priority or enforcement of the Lender’s security interest in any collateral granted under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Mississippi, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions relating to such creation, attachment, perfection, priority or enforcement and for purposes of definitions related to such provisions.

Section 1.2 Other Definitional Provisions. All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words “hereof”, “herein” and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all Article and Section references pertain to this Agreement. All accounting terms not specifically defined herein shall be construed in accordance with GAAP, consistently applied. Terms used herein that are defined in the UCC, unless otherwise defined herein, shall have the meanings specified in the UCC.

ARTICLE II

Loans

Section 2.1 Loan Facility. Subject to the terms and conditions of this Agreement, the Lender has on the date hereof made to the Borrower a Two Million and No/100 Dollars (\$2,000,000.00) term loan. The obligation of the Borrower to repay the Loan shall be evidenced by, and paid in accordance with, the terms hereof and the Note. Subject to Sections 2.5, the unpaid principal amount of the Loan shall bear interest from day to day prior to the Maturity Date at the Interest Rate. Principal and interest payments under the Note shall be payable in equal monthly installments of Ten Thousand One Hundred Seventeen and 67/100 Dollars (\$10,117.67), with such monthly payments commencing on the February 1, 2013 and continuing on each succeeding Monthly Payment Date until the Maturity Date (such amortization schedule attached as Exhibit B). All remaining outstanding principal balance and interest shall become due on the Maturity Date.

Section 2.2 The Note. The obligation of the Borrower to repay the Loans and interest thereon shall be evidenced by, and payable in accordance with the terms of, the Note executed by the Borrower, dated the date hereof, and in the principal amount of the Loan Facility.

Section 2.3 Interest. Subject to Sections 2.5, the unpaid principal amount of the Loan shall bear interest from day to day prior to their maturity dates at the Interest Rate. All interest charged hereunder shall be payable in arrears and due on each Monthly Payment Date and on the applicable maturity date thereof. Interest on the Loan shall be calculated on the basis of actual days elapsed and a 360-day year.

Section 2.4 Principal, Etc. The Borrower shall pay to the Lender the outstanding principal balance of the Loan, together with all accrued and unpaid interest and all other sums due and payable hereunder or under any of the other Loan Documents, on the Maturity Date.

Section 2.5 Late Payment Charge. The Borrower shall pay to the Lender, with respect to any payment of principal, interest or other amounts due hereunder or under the Revolving Note or the other Loan Documents which remains unpaid for more than fifteen (15) days after the same becomes due and payable, a "late fee" equal to the greater of four percent (4%) of the amount of such overdue payment or Five and No/100 Dollars (\$5.00).

ARTICLE III

Fees and Payments

Section 3.1 Application of Payments. Unless and until an Event of Default shall have occurred and be continuing (in which event such payments shall be applied by the Lender as the Lender in the Lender's sole discretion shall determine), all payments received in respect of the Loan, this Agreement and the other Loan Documents shall be applied (a) first to the payment of all amounts (except principal and interest) at the time due and unpaid hereunder or under any of the other Loan Documents, (b) then to interest hereon or thereon accrued to the date of payment, and (c) then, to the unpaid principal of any Loans as designated by Borrower.

Section 3.2 Voluntary Prepayment. The Borrower may repay the Loan in whole or in part, at any time without premium or penalty.

Section 3.3 Payments on Non-Business Days. If any payment under the notes described herein, this Agreement or any of the other Loan Documents becomes due and payable on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and such extension of time in each case shall be included in the computation of interest.

ARTICLE IV

Security

Section 4.1 Collateral. To secure full and complete payment and performance of the Obligations, the Borrower shall execute and deliver, or cause to be executed and delivered, the documents described below covering the collateral described in this Section 4.1 (which, together with any other property and collateral which may now or hereafter secure the Obligations or any part thereof, is sometimes herein called the “Collateral”):

(a) the Borrower shall grant to the Lender a second priority Lien on the Premises.

(b) The Borrower shall execute and cause to be executed such further documents and instruments, including, without limitation, UCC financing statements, as the Lender, in its sole discretion, deems necessary or desirable to evidence and perfect the Lender’s liens and security interests in the Collateral.

ARTICLE V

Conditions Precedent

Section 5.1 Conditions Precedent. The obligation of the Lender to make the Loan is subject to the satisfaction of all of the following conditions precedent:

(a) Loan Documents. The Borrower shall have executed and delivered the Loan Documents to the Lender.

(b) Covenants and Agreements. The Borrower shall have performed or observed all agreements, covenants and conditions required to be performed or observed by the Borrower on or prior to the Closing Date.

(c) Resolutions. The Lender shall deliver adopted resolutions to MDA which stipulate the following:

(i) The Subgrantee, shall, upon receipt of the monthly loan payment, repay to the MDA all loan payments generated as a result of the Loan to the Company.

(ii) The Subgrantee understands that should the Company default upon the loan or materially enter a period of nonperformance, the Subgrantee will promptly notify the MDA.

(iii) The Subgrantee, as the lien holder, agrees to pursue all legal remedies to cure nonperformance, including, but not limited to, negotiation with the Company, exercising and protecting collateral, and calling personal guarantees. Further, the Subgrantee agrees to document efforts to pursue such remedies and understands that the MDA reserves the right to assess such efforts

and may, at its discretion, deny eligibility for future funding until such time that substantial progress has been made in curing nonperformance or default.

(iv) The Subgrantee retains the responsibility to ensure renewal of insurance, validity of collateral and other measures to protect the investment of Grant funds.

(v) The Subgrantee shall be responsible for the audit of this Project and any costs associated with it.

(d) Additional Information. The Lender shall have received such additional documents, instruments and information as the Lender or its legal counsel may request.

ARTICLE VI

Intentionally Deleted

ARTICLE VII

Positive Covenants

The Borrower, and Lender with respect to Section 7.5 below, covenant and agree that, as long as the Obligations or any part thereof are outstanding or the Lender has any commitment hereunder, the Borrower (and Lender with respect to Section 7.5 below) will perform and observe, or cause to be performed or observed the following positive covenants:

Section 7.1 Payment. The Borrower shall duly and punctually pay or cause to be paid all sums due hereunder.

Section 7.2 Reporting Requirements. The Borrower will furnish to the Lender all of the following:

(a) Quarterly Financial Statements. Within thirty (30) days after the end of each calendar quarter, a copy of an unaudited financial report of the Borrower as of the end of such quarter and for the portion of the fiscal year then ended, containing balance sheets and profit and loss statements and which fairly and accurately present the financial condition and results of operations of the Borrower at the date and for the periods indicated therein.

(b) Quarterly Employee Figures. Within thirty (30) days after the end of each calendar quarter commencing with the first calendar quarter after the completion of the development of the Premises by the Borrower as contemplated on the date hereof and ending on date the number of jobs the Borrower has agreed to provide is accomplished, the current number of employees and the number of employees who are from low- to moderate-income households.

(c) General Information. Promptly, such other information concerning the Collateral, the Borrower or the Guarantors as the Lender may from time to time reasonably request.

Section 7.3 Insurance. The Borrower will maintain with a financially sound and reputable insurance company hazard insurance on the Collateral at least in such amounts and against such risks as are usually insured against by Persons engaged in similar businesses. Such insurance policy covering the Collateral shall name the Lender as loss payee, and each liability insurance policy and each insurance policy covering the Collateral shall provide that such policy will not be canceled without thirty (30) days prior written notice to the Lender. From time to time upon the request of the Lender, the Borrower will furnish or cause to be furnished to the Lender, evidence satisfactory to the Lender that (a) the insurance required by this Section is being maintained by the Borrower and (b) that such policy have been renewed or replaced and all premiums therefor have been paid.

Section 7.4 Life Insurance. The Borrower shall obtain Key-Person Life Insurance for \$2,000,000.00 and shall name the Lender as beneficiary. Each year, on the anniversary date of that policy, proof shall be provided by the Borrower to the Lender that the premium is paid for the upcoming year. The Loan cannot pay for any part of the life insurance premiums.

Section 7.5 Maintenance of Books and Records. The Company and Lender each agree to keep and maintain books, records and other documents directly relating to the receipt and disbursement of the Loan. Any duly authorized representative of MDA, the U. S. Department of Housing and Urban Development (“HUD”) and/or the Controller General of the United States (the “Controller”) shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the Company and Lender until the completion of all close-out procedures respecting this Loan and the final settlement and conclusion of all issues arising from this Loan.

Any duly authorized representative of the MDA, HUD, and/or the Controller shall, at all reasonable times, have access to any portion of the Project in which either Lender or Company is involved until the completion of all close-out procedures respecting this Loan. Records shall be retained three (3) years after payment of the Loan.

Section 7.6 Further Assurances. The Borrower will execute and deliver such further documentation as may be requested by the Lender to carry out the provisions and purposes of this Agreement and the other Loan Documents and to preserve and perfect the Liens of the Lender in the Collateral.

ARTICLE VIII

Negative Covenants

The Borrower covenants and agrees that, as long as the Obligations or any part thereof are outstanding or the Lender has any commitment hereunder, the Borrower will perform and observe, or cause to be performed or observed the following negative covenants:

Section 8.1 Disposition of Premises or Liquidation of the Borrower. The Borrower shall not sell the Premises or liquidate all or substantially all of its assets unless the Loan has been paid in full.

Section 8.2 Bankruptcy of the Borrower. The Borrower shall not file a petition in bankruptcy, shall become insolvent (howsoever such insolvency may be evidenced), shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for the appointment of any receiver, liquidator or trustee of or for it or him or any substantial part of its or his property or assets, shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or there shall be commenced against the Borrower or any Obligated Party any such proceeding which shall remain undismissed for a period of sixty (60) days or more unless the Loan has been paid in full.

Section 8.3 Stockholder Debt. All loans made to the Borrower by members shall be subordinate to the Loan. No payment of dividends or bonuses shall be made without prior written approval of both the Lender and the MDA if the Borrower is not current in its monthly principal and interest payments. However, it is expressly understood and agreed by and between all parties that in the event the Borrower is current in its monthly principal and interest payments, then this prior written approval for payment of dividends and bonuses shall not be required and this provision unenforceable.

ARTICLE IX

Intentionally Deleted

ARTICLE X

Default

Section 10.1 Events of Default. Each of the following shall be deemed an “Event of Default”:

- (a) The failure of the Borrower to pay:

(i) Any installment of payment and/or interest when due under the Note, unless such failure to pay interest is cured within ten (10) days;

(ii) The entire outstanding principal of the Note, together with interest thereon, when due, whether at original maturity, upon acceleration or otherwise; or

(iii) Any other amount payable under any of the other Loan Documents to which the Borrower is a party or any supplement, modification or extension thereof, unless such failure is cured within the applicable grace period, if any (or in the absence of any such grace period, within ten (10) days).

(b) The Borrower or any Obligated Party shall default in the due performance or observance of any term, covenant or agreement on the Borrower's or such Obligated Party's part to be performed or observed pursuant to any of the provisions of this Agreement or any of the other Loan Documents and such default shall continue for a period of thirty (30) days after written notice thereof from the Lender to the Borrower or such Obligated Party, as applicable; provided, however, that if the curing of such default cannot be accomplished within said period of time, and if the Borrower or such Obligated Party commences to cure such default promptly after receipt of notice thereof from the Lender, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended to a period of time (not to exceed an additional sixty (60) days in the aggregate) necessary to cure such default with reasonable diligence.

(c) The Borrower shall suspend or discontinue, or the Borrower or any Obligated Party shall make an assignment for the benefit of creditors or a composition with creditors, shall be unable or admit in writing its or his inability to pay its or his debts as they mature, shall file a petition in bankruptcy, shall become insolvent (howsoever such insolvency may be evidenced), shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for the appointment of any receiver, liquidator or trustee of or for it or him or any substantial part of its or his property or assets, shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or there shall be commenced against the Borrower or any Obligated Party any such proceeding which shall remain undismissed for a period of sixty (60) days or more, or any order, judgment or decree approving the petition in any such proceeding shall be entered; or the Borrower or any Obligated Party shall by any act or failure to act indicate its or his consent to, approval of or acquiescence in, any such proceeding or in the appointment of any receiver, liquidator or trustee of or for it or him or any substantial part of its or his property or assets, or shall suffer any such appointment to continue undischarged or unstayed for a period of sixty (60) days or more; or the Borrower or any Obligated Party shall take any action for the purpose of effecting any of the foregoing.

Section 10.2 Remedies Upon Default. Upon the occurrence of an Event of Default, the Lender may without notice terminate all commitments to lend hereunder and declare the Obligations or any part thereof to be immediately due and payable, and the same shall thereupon

become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Borrower.

Section 10.3 Suits for Enforcement. In case any one or more Events of Default shall occur and be continuing, the Lender may proceed to protect and enforce its rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, in the other Loan Documents or in any document or instrument delivered in connection with or pursuant to this Agreement or the other Loan Documents or to enforce the payment of the Note or any other legal or equitable right or remedy.

Section 10.4 Rights and Remedies Cumulative. No right or remedy herein conferred upon the Lender is intended to be exclusive of any other right or remedy contained herein or in the other Loan Documents or in any instrument or document delivered in connection with or pursuant to this Agreement or the other Loan Documents, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and therein or now or hereafter existing at law or in equity or by statute, or otherwise.

Section 10.5 Rights and Remedies Not Waived. No course of dealing between the Borrower and the Lender or any failure or delay on the part of the Lender in exercising any rights or remedies hereunder or otherwise shall operate as a waiver of any rights or remedies of the Lender and no single or partial exercise of any rights or remedies hereunder or otherwise shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or otherwise.

Section 10.6 Performance by the Lender. Should any covenant, duty or agreement of the Borrower fail to be performed in all material respects in accordance with the terms of the Loan Documents, the Lender may, at the Lender's option, perform, or attempt to perform, such covenant, duty or agreement on behalf of the Borrower. In such event, the Borrower shall, at the request of the Lender, promptly pay any reasonable amount expended by the Lender in such performance or attempted performance to the Lender together with interest thereon at the Default Rate from the date of such expenditure by the Lender until paid. Notwithstanding the foregoing, it is expressly understood that the Lender does not assume, nor shall the Lender have, except by express written consent of the Lender, any obligation to perform any duties of the Borrower hereunder.

Section 10.7 Future MDA Funding to Subgrantee. MDA reserves the right of assess the Subgrantee's efforts to pursue appropriate and reasonable legal remedies and may, at its discretion, deny the Subgrantee's eligibility for future funding until such substantial progress has been made in the pursuit of these remedies.

ARTICLE XI

Miscellaneous

Section 11.1 Entire Agreement. This Agreement and the other Loan Documents referred to herein embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties thereto.

Section 11.2 Notices. All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing, shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, delivery charges prepaid and with acknowledged receipt of delivery, shall be deemed given on the date of acceptance or refusal of acceptance shown on such receipt, and shall be addressed to the party to receive such notice at the following applicable address:

If to the Borrower, to:

Hub City Lofts, LLC
c/o ISIS Development Group, LLC
Attn: Robert Tatum
16 Bellegrass Blvd.
Hattiesburg, Mississippi 39402

With a copy by ordinary first class mail to:

Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Matthew H. Grenfell
1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157

If to the Lender, to:

City of Hattiesburg
Attn: Johnny L. Dupree, Mayor
Post Office Drawer 1898
Hattiesburg, Mississippi 39403

With a copy by ordinary first class mail to:

Any party may, by notice given as aforesaid, change its address for all subsequent notices. Each notice by or on behalf of any party herein named shall be deemed sufficient if signed by any one of such party's officers or by such party's counsel and if otherwise given or made in compliance with this Section.

Section 11.3 Governing Law; Venue; etc. This Agreement and the other Loan Documents shall be construed in accordance with and governed by the internal laws of the State of Mississippi (without regard to conflict of law principles) and by Title 9 of the United States Code, except as required by mandatory provisions of law and except to the extent that the validity and perfection of the Lender's liens, assignments and security interests in the collateral are governed by the laws of any jurisdiction other than the State of Mississippi. The parties hereto hereby irrevocably consent (i) to the jurisdiction of the Courts of the State of Mississippi located in County, and of any Federal Court located in the Southern District of Mississippi, and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Agreement, the other Loan Documents or any document or instrument delivered pursuant to this Agreement or the other Loan Documents, and (ii) to the service of process by certified mail, return receipt requested.

Section 11.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.5 Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

- BORROWER -

HUB CITY LOFTS, LLC

By: _____
Robert O. Tatum, Jr.

- LENDER -

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny L. Dupree, Mayor

ATTEST:

EXHIBIT A

Note

See attached copy.

EXHIBIT B

Amortization Schedule

See attached copy.



City of Hattiesburg, MS

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

Master

File Number: 2012-0464

File ID: 2012-0464

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 01/11/2012

Brief Title: Set Appeal Hearing - 809 and 916 Timothy Lane

Final Action:

Minute Book Number: MB 2012-1/21

Title:

Acknowledge receipt of letter filed by Andy Moore, Ryan Motors, to appeal the Planning Commission's recommendation for the petition filed and represented by Eric B. Daniels on behalf of D,E,S and Brothers, LLC, owners, to allow a Use Permit Upon Review for "offsite parking" in a B-5 (Regional Business) District, for a certain property located at 809 Timothy Lane (business Parcel 30-352-9-1, PPIN 17592, Ward 4, and offsite parking at 916 Timothy Lane, Parcel 30-1029-11, PPIN 26877, Ward 4); (Hattiesburg Planning Commission recommended to APPROVE on January 4, 2012, with the stipulation that they stripe parking lot and add parking lot lighting in additional lot); set a public hearing before Council on February 6, 2012 at 4 PM; and authorize publication of Public Notice setting an appeal hearing.

Notes:

Sponsors:

Enactment Date:

Attachments: Appeal Letter and PN for 809 & 916 Timothy Lane

Enactment Number:

Contact:

Meeting Date:

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approved on the Routine Agenda				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Routine Agenda items VII.-1 - VII. - 22, except for item VII. - 17.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Text of Legislative File 2012-0464

Title

Acknowledge receipt of letter filed by Andy Moore, Ryan Motors, to appeal the Planning Commission's recommendation for the petition filed and represented by Eric B. Daniels on behalf of D,E,S and Brothers, LLC, owners, to allow a Use Permit Upon Review for "offsite parking" in a B-5 (Regional Business) District, for a certain property located at 809 Timothy Lane (business Parcel 30-352-9-1, PPIN 17592, Ward 4, and offsite parking at 916 Timothy Lane, Parcel 30-1029-11, PPIN 26877, Ward 4); (Hattiesburg Planning Commission recommended to APPROVE on January 4, 2012, with the stipulation that they stripe parking lot and add parking lot lighting in additional lot); set a public hearing before Council on February 6, 2012 at 4 PM; and authorize publication of Public Notice setting an appeal hearing.

Summary

Set Appeal Hearing - 809 and 916 Timothy Lane

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Public Notice to set hearing to publish in Hattiesburg American on January 20, 2012 (15 days prior to Feb. 6 hearing)



Send to:
Lisa Reid, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.554.1031 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	1/11/12
Planning Commission Meeting Date:	1/14/12
(Appeals must be made within ten consecutive days of the recommendation)	
Name of Property Owner/Petitioner:	D.E.S. and Brothers, LLC
Name of Person Requesting Appeal Hearing:	KNOX MOORE / RYAN MOORE
Mailing Address of Person Requesting Appeal Hearing:	1501 WEST PINE STREET HATTIESBURG MS 39401
Address of Petitioned Property:	809 Timothy Lane
Petitioner's Request of the Planning Commission:	to allow a Use Permit upon Review for "off-site parking" in a B-5 district
Planning Commission's Recommendation:	Approve ☒ or Deny ☐

I/We hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

[Signature]
Petitioner (signature)

FILED

Petitioner (signature)

JAN 11 2012

EDDIE B. LAWERS, CLERK
By: [Signature]
Deputy Clerk

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Eric B. Daniels on behalf of D,E,S and Brothers, LLC, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for "Parking, Off-Street" in a B-5 (Regional Business) District, for certain property located at 916 Timothy Lane (Parcel 30-1029-11, PPIN 26877, Ward 4; for business located at 809 Timothy Lane (Parcel 30-352-9-1, PPIN 17592, Ward 4), said property being more particularly described as follows, to-wit:

809 Timothy Lane:

Lots One (1), Two (2), Three (3) and Four (4), Block Eighty-two (82) of the Hicks Subdivision of D. D. McInnis Third Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, all being located and situated in Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, and the above described Lot 1, being leasehold property for a term of 99 years from November 7, 1946; the above described Lot 3 being leasehold property for a term of 99 years from July 10, 1952; the above described Lot 4 being leasehold property for a term of 99 years from October 1, 1949.

916 Timothy Lane:

BG INTERSEC SE/L 32ND AVE & NE/L W 62ND ST SELV ALG 62ND AVE 200FT NE 150FT NWLY 200FT SWLY 150FT TO BG SECTION 16-4-13 PREV #:H1029-00-011 B819 P264 6-18-99

After hearing, the Hattiesburg Planning Commission recommend that the petition be APPROVED, and opponents represented by Andy Moore, Ryan Chevrolet, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4 P.M., Monday, February 6, 2012 in the City Hall Building, 2nd Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 20, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0453

File ID: 2012-0453

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: W 4th St Project Summary of Recommended Values

Final Action:

Minute Book Number: MB 2012-1/21

Title:

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for
Parcels Nos. 2-029E-04-119.00, 2-029E-04-120.00, 2-029E-04-120.00, 2-29E-04-121.00,
2-029E-04-122.00, 2-029E-04-123.00, 2-029F-04-188.00, 2-029F-04-204.00 for the West
Fourth Street Improvement Project No. HPP-7194-00(003)LPA/105845-801000.

Notes:

Sponsors:

Enactment Date:

Attachments: Summary of Recommended Values 1 10 11

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter: Sheri Tisdale

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0453

Title

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcels Nos.
2-029E-04-119.00, 2-029E-04-120.00, 2-029E-04-120.00, 2-29E-04-121.00, 2-029E-04-122.00,
2-029E-04-123.00, 2-029F-04-188.00, 2-029F-04-204.00 for the West Fourth Street Improvement Project No.
HPP-7194-00(003)LPA/105845-801000.

Summary

Summary of Recommended Values for the West Fourth Street Improvement Project No.
HPP-7194-00(003)LPA/105845-801000.

Budget Information

072201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

West Fourth Street Project
Project No. HPP-7194-00(003) LPA/105845-801000
Summary of Recommended Values
 (for review purposes only)

	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
12	2-029E-04-119.00	GLYNESS L. KEITH	0.006 acres (perm)	\$695.00 (perm)	\$695.00
13	2-029E-04-120.00	NICHOLAS JOHN KOLINSKY & RHEANNE KOLINSKY LEE	0.010 acres (perm)	\$525.00 (perm)	\$525.00
14	2-029E-04-121.00	IRENE H. FLOYD & WILLIAM B. FOSTER	0.013 acres (perm)	\$655.00 (perm)	\$655.00
15	2-029E-04-122.00	IRENE H. FLOYD	0.01 acres (perm)	\$355.00 (perm)	\$355.00
16	2-029E-04-123.00	IRENE H. FLOYD	0.007 acres (perm)	\$690.00 (perm)	\$690.00
19	2-029F-04-188.00	NATHANIEL & FELICIA KAY HIBBLER	0.020 acres (perm)	\$760.00 (perm)	\$760.00
34	2-029F-04-204.00	SILVIO BEZERRA	0.020 acres (perm) 0.020 acres (temp)	\$660.00 (perm) \$130.00 (temp)	\$790.00



City of Hattiesburg, MS

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

Master

File Number: 2012-0454

File ID: 2012-0454

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Ykeisha D Gray Temporary Construction Easment W
4th Street Improvement Project

Final Action:

Minute Book Number: MB 2012-1/21

Title:

Acknowledge receipt of Temporary Construction Easement from Ykeisha D. Gray for a portion of Parcel No. 2-029L-09-036.00 for West Fourth Street Improvement Project No. HPP-8750-00(003).

Notes:

Sponsors:

Enactment Date:

Attachments: Ykeisha D Gray Temp Construction Easement

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter: Sheri Tisdale

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0454

Title

Acknowledge receipt of Temporary Construction Easement from Ykeisha D. Gray for a portion of Parcel No. 2-029L-09-036.00 for West Fourth Street Improvement Project No. HPP-8750-00(003).

Summary

Ykeisha D. Gray Temporary Construction Easement

Budget Information

072201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-036.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One
Thousand Two Hundred and No/100 Dollars (\$1,200.00), cash in hand
paid, the receipt and sufficiency of which are hereby
acknowledged, I,

Ykeisha D. Gray
Post Office Box 384
Hattiesburg, MS 39403
Telephone No. (601) 408-1788

Grantor, do hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi,
a Municipal Corporation
214 West Front Street
Hattiesburg, MS 39401
(601) 545-4642

Grantee, a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

Grantor hereby warrants that she is unmarried or that the property described herein is no part of her homestead.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Witness my signature, this the 6 day of January,
2012
A.D. ~~2011~~.

Ykeisha D. Gray
YKEISHA D. GRAY

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 6th day of January, A.D. 2012, within my jurisdiction, the within named **Ykeisha D. Gray**, who acknowledged that she executed the above and foregoing Temporary Construction Easement.



Belinda Switzer
NOTARY PUBLIC

PREPARED BY:



CLASSIFICATION:

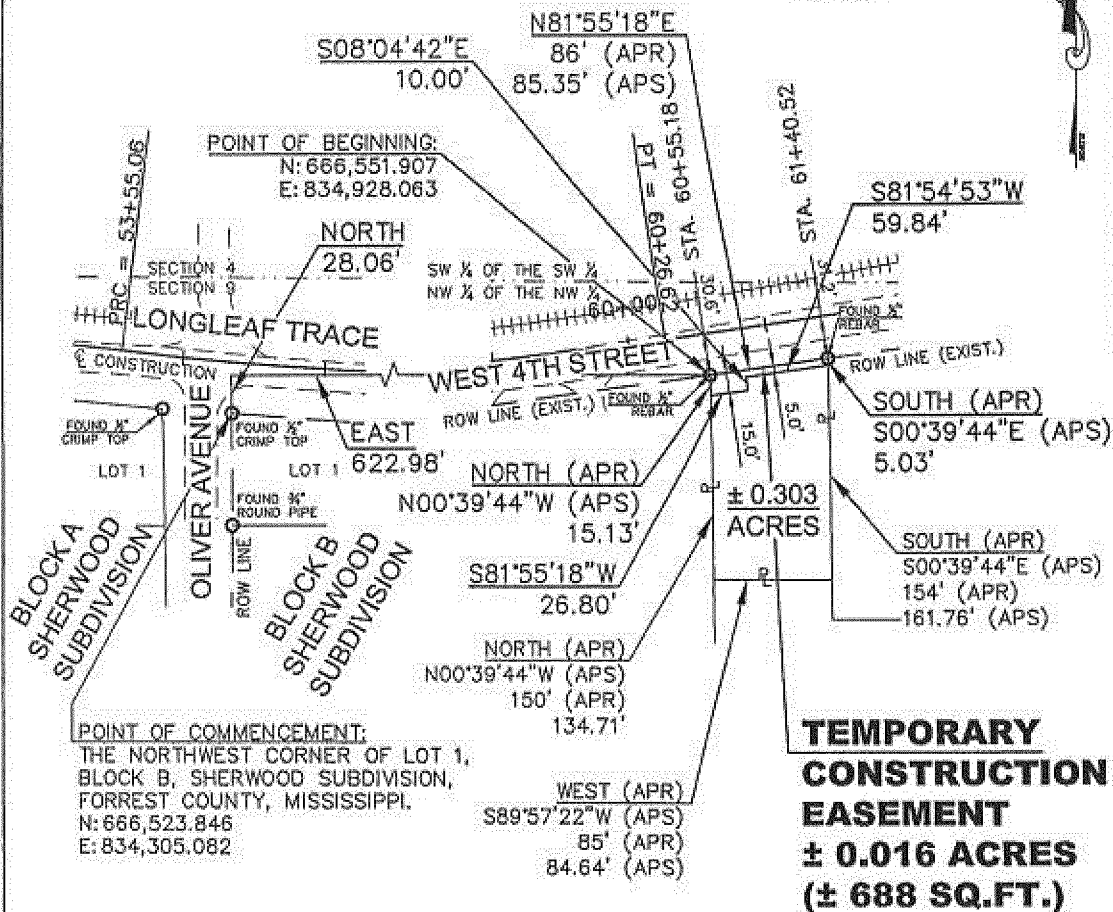
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2873

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:

Deed Book 1007, Page 673
Forrest County Tax Map 29L
Sherwood Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

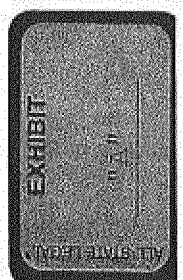
All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

APR - AS PER RECORD
APS - AS PER SURVEY
CL - CENTERLINE
EXIST. - EXISTING
PRC - POINT OF REVERSE CURVATURE
PT - POINT OF TANGENCY
P - PROPERTY LINE
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: ARRON K. TINGLE
NORTHWEST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 21, 2009	PARCEL NO.: 2-029L-09-036.00

P:\PROJECTS\Hattiesburg_City\01235-008 - 4th Street ROW\1235-008.dwg(1235-008_Exhibit 2-029L-09-036.00.dwg, 2-029L-09-036.00, 10/8/2009 1:19:13 PM)

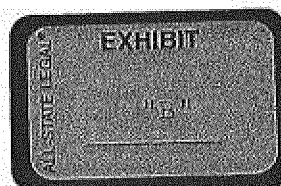


INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of the Northwest ¼ of the Northwest ¼ of Section 9, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Crimp Top representing the Northwest Corner of Lot 1, Block B of the Sherwood Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,523.846 feet and E 834,305.082 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run North for 28.06 feet,
- thence run East for 622.98 feet to the Northwest Corner of the Grantor's Property and a Point on the said Existing Southern Right of Way Line and the **Point of Beginning** and having a Grid value of N 666,551.907 feet and E 834,928.063 feet on the above referenced East Zone Grid,
- thence run N81°55'18"E along the said Existing Southern Right of Way Line for 85.35 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°39'44"E along the East Line of the Grantor's Property for 5.03 feet,
- thence run S81°54'53"W for 59.84 feet,
- thence run S08°04'42"E for 10.00 feet,
- thence run S81°55'18"W for 26.80 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°39'44"W along said West Line for 15.13 feet to the Point of Beginning,
- comprising 0.016 Acres, more or less.





City of Hattiesburg, MS

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

Master

File Number: 2011-0431

File ID: 2011-0431

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Sedan for Urban Development

Final Action:

Minute Book Number: MB 2012-1/21

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Sedan, Full Size Automobile for the Urban Development Department

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for UD Sedan.pdf, executed
01-17-NTB and Specs for UD Sedan

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0431

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Sedan, Full Size Automobile for the Urban Development Department

Summary

Advertising for Bids for Sedan for Urban Development

Budget Information

001090.7400

Purchasing Item

Scaled Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE
URBAN DEVELOPMENT DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE URBAN DEVELOPMENT DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE URBAN
DEVELOPMENT DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

URBAN DEVELOPMENT DEPARTMENT

ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE URBAN DEVELOPMENT DEPARTMENT

Engine	Minimum 3.5L 263 hp V6
Horsepower	Min 263 @ 6250 RPM
Torque	Min 249 @ 4500 RPM
Fuel Type/System	Gasoline/SEFT
Transmission	6-Speed Automatic Overdrive
Color	Black with gray or tan interior (no black interior)
Max Seating	5
Doors	4
A/C	
Standard AM/FM Radio	
Tilt Steering	
Tilt Steering Column	
Driver Multi-Adjustable Power Seat	
Power Windows, Doors, and Mirrors	
Second Row Folding Seat	
ABS Brakes (2 or 4 wheel)	
Traction Control	
Driver Airbag/Front Side Airbag	
Passenger Airbag/Side Head Curtain Airbags	
Keyless Entry (Remote Lock/Unlock)	
Automatic Headlights	
Extended Warranty	5 Year/100,000 Mile Drivertrain Warranty Standard Equipment

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE
URBAN DEVELOPMENT DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE URBAN DEVELOPMENT DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

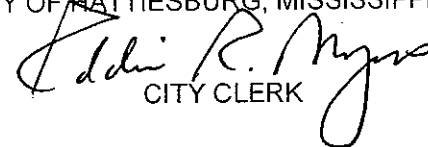
**BID
ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE URBAN
DEVELOPMENT DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

URBAN DEVELOPMENT DEPARTMENT

ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE URBAN DEVELOPMENT DEPARTMENT

Engine	Minimum 3.5L 263 hp V6
Horsepower	Min 263 @ 6250 RPM
Torque	Min 249 @ 4500 RPM
Fuel Type/System	Gasoline/SEFT
Transmission	6-Speed Automatic Overdrive
Color	Black with gray or tan interior (no black interior)
Max Seating	5
Doors	4
A/C	
Standard AM/FM Radio	
Tilt Steering	
Tilt Steering Column	
Driver Multi-Adjustable Power Seat	
Power Windows, Doors, and Mirrors	
Second Row Folding Seat	
ABS Brakes (2 or 4 wheel)	
Traction Control	
Driver Airbag/Front Side Airbag	
Passenger Airbag/Side Head Curtain Airbags	
Keyless Entry (Remote Lock/Unlock)	
Automatic Headlights	
Extended Warranty	5 Year/100,000 Mile Drivertrain Warranty Standard Equipment



City of Hattiesburg, MS

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

Master

File Number: 2011-0430

File ID: 2011-0430

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Trucks for Maintenance

Final Action:

Minute Book Number: MB 2012-1/21

Title:

Approve Specifications and Authorize Publication of Advertisement for Four (4) New 2012 3/4 Ton Crew Cab Pickup Trucks for the Recreation Maintenance Division

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Rec Trucks.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0430

Title

Approve Specifications and Authorize Publication of Advertisement for Four (4) New 2012 3/4 Ton Crew Cab Pickup Trucks for the Recreation Maintenance Division

Summary

Advertising for Bids for Trucks for Maintenance

Budget Information

002300.7420

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**FOUR (4) NEW 2012 ¾ TON CREW CAB PICKUP TRUCKS FOR THE
RECREATION MAINTENANCE DIVISION**

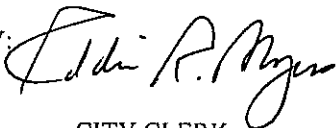
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(S E A L)

SPECIFICATIONS FOR: FOUR (4) NEW 2012 ¾ TON CREW CAB PICKUP TRUCKS FOR THE RECREATION MAINTENANCE DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

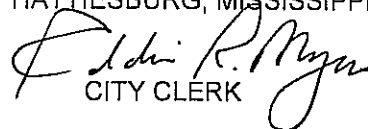
**BID
FOUR (4) NEW 2012 ¾ TON CREW CAB PICKUP TRUCKS FOR THE
RECREATION MAINTENANCE DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

PARKS AND RECREATION DEPARTMENT

FOUR (4) NEW 2012 ¾ TON CREW CAB PICKUP TRUCKS FOR THE RECREATION MAINTENANCE DIVISION

Engine	Minimum 5.7L V8 Hemi
Transmission	Minimum 5 Speed Automatic with Overdrive
Differential	Heavy-Duty Automatic Locking
GVWR	Minimum 8800 lbs
Pick Up Box	Fleet side, short wheel base
Wheels/Tires	17" Wheels with five (5) new LT245/70R17E tires minimum
Brakes	Anti-locking
Color	White with coordinating interior
Seats	40/20/40 Cloth Split Bench
Flooring	All-Weather vinyl with floor mats
Headliner	Cloth
Air Bag	Driver and passenger equipped with restraint system
Wipers	Intermittent
Gauges	Speedometer, fuel, oil, temperature
A/C	
Duel Alternators	
Heavy Service Suspension	
AM/FM Radio	
Heavy Duty Cooling Package with External Transmission Oil Cooler	
Minimum 25 gallon fuel tank	
Trailer Towing package	
Front and Rear Bumper	



City of Hattiesburg, MS

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

Master

File Number: 2011-0429

File ID: 2011-0429

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Truck for Traffic

Final Action:

Minute Book Number: MB 2012-1/21

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Traffic Division

Notes:

Sponsors:

Enactment Date:

Attachments: NTB and Specs for Traffic Truck.pdf, executed NTB and Specs for Traffic Truck

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0429

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Traffic Division

Summary

Advertising for Bids for Truck for Traffic

Budget Information

001191.7420

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 ½ TON CREW CAB 4WD SHORT WHEELBASE
PICKUP TRUCK FOR THE TRAFFIC DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 ½ TON CREW CAB, 4WD SHORT WHEELBASE PICKUP TRUCK FOR THE TRAFFIC DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 ½ TON CREW CAB, 4WD SHORT WHEELBASE PICKUP
TRUCK FOR THE TRAFFIC DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

ONE (1) NEW 2012 ½ TON CREW CAB, 4WD SHORT WHEELBASE PICK UP TRUCK FOR THE TRAFFIC DIVISION

Engine Min 5.0 Liter V8 Gasoline

Transmission Min 5 Speed Automatic with Overdrive

Differential Heavy Duty Automatic Locking

Pick Up Box Fleet Side

Color White with Gray Interior

40/20/40 Cloth Split Bench Seat

Vinyl Floor Covering

Airbag Equipped

A/C

Heavy Duty Cooling Package with External Transmission Oil Cooler

Trailer Tow Package

AM/FM

Min 25 Gallon Fuel Tank

Extended Warranty Package shall be included

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 ½ TON CREW CAB 4WD SHORT WHEELBASE
PICKUP TRUCK FOR THE TRAFFIC DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

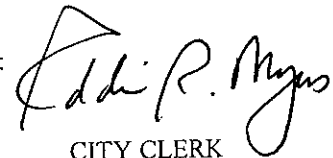
Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:



CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 ½ TON CREW CAB, 4WD SHORT WHEELBASE PICKUP TRUCK FOR THE TRAFFIC DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 ½ TON CREW CAB, 4WD SHORT WHEELBASE PICKUP
TRUCK FOR THE TRAFFIC DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

ONE (1) NEW 2012 ½ TON CREW CAB, 4WD SHORT WHEELBASE PICK UP TRUCK FOR THE TRAFFIC DIVISION

Engine Min 5.0 Liter V8 Gasoline

Transmission Min 5 Speed Automatic with Overdrive

Differential Heavy Duty Automatic Locking

Pick Up Box Fleet Side

Color White with Gray Interior

40/20/40 Cloth Split Bench Seat

Vinyl Floor Covering

Airbag Equipped

A/C

Heavy Duty Cooling Package with External Transmission Oil Cooler

Trailer Tow Package

AM/FM

Min 25 Gallon Fuel Tank

Extended Warranty Package shall be included



City of Hattiesburg, MS

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

Master

File Number: 2011-0427

File ID: 2011-0427

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Truck for Cultural Affairs
Division

Final Action:

Minute Book Number: MB 2012-1/21

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New
2012 1/2 Ton Extended Cab 2WD Short Wheelbase Pickup Truck for the Cultural Affairs
Division

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Cultural Affairs Truck.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0427

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 1/2 Ton Extended
Cab 2WD Short Wheelbase Pickup Truck for the Cultural Affairs Division

Summary

Advertising for Bids for Truck for Cultural Affairs Division

Budget Information

077650.7420

Purchasing Item

Scaled Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 ½ TON EXTENDED CAB 2WD SHORT
WHEELBASE PICKUP TRUCK FOR THE CULTURAL AFFAIRS
DIVISION**

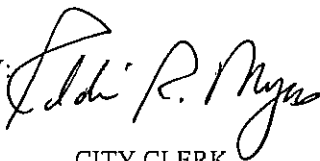
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 ½ TON EXTENDED CAB, 2WD SHORT WHEELBASE PICKUP TRUCK FOR THE CULTURAL AFFAIRS DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

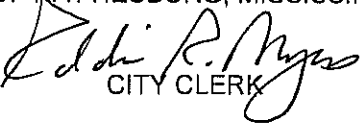
**ONE (1) NEW 2012 ½ TON EXTENDED CAB, 2WD SHORT WHEELBASE PICKUP TRUCK FOR THE CULTURAL AFFAIRS DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

PARKS AND RECREATION DEPARTMENT

ONE (1) NEW 2012 ½ TON EXTENDED CAB, 2WD SHORT WHEELBASE PICK UP TRUCK FOR THE CULTURAL AFFAIRS DIVISION

Engine Min 5.0 Liter V8 Gasoline

Transmission Min 5 Speed Automatic with Overdrive

Differential Heavy Duty Automatic Locking

Pick Up Box Fleet Side

Color White with Gray Interior

40/20/40 Cloth Split Bench Seat

Vinyl Floor Covering

Airbag Equipped

A/C

Heavy Duty Cooling Package with External Transmission Oil Cooler

Trailer Tow Package

AM/FM

Min 25 Gallon Fuel Tank

Extended Warranty Package shall be included



City of Hattiesburg, MS

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

Master

File Number: 2011-0426

File ID: 2011-0426

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Trucks for Cemetery Division

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for Two (2) New 2012 1/2 Ton Extended Cab 2WD Short Wheelbase Pickup Trucks for the Cemetery Division

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Cemetery Trucks.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0426

Title

Approve Specifications and Authorize Publication of Advertisement for Two (2) New 2012 1/2 Ton Extended Cab 2WD Short Wheelbase Pickup Trucks for the Cemetery Division

Summary

Advertising for Bids for Trucks for Cemetery Division

Budget Information

001553.7420

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**TWO (2) NEW 2012 ½ TON EXTENDED CAB 2WD SHORT
WHEELBASE PICKUP TRUCKS FOR THE CEMETERY DIVISION**

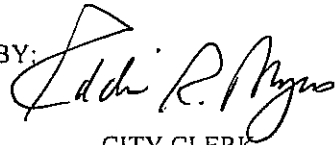
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(S E A L)

SPECIFICATIONS FOR: TWO (2) NEW 2012 ½ TON EXTENDED CAB, 2WD SHORT WHEELBASE PICK UP TRUCKS FOR THE CEMETERY DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

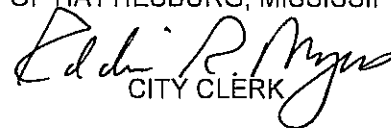
**BID
TWO (2) NEW 2012 ½ TON EXTENDED CAB, 2WD SHORT WHEELBASE PICK UP
TRUCKS FOR THE CEMETERY DIVISION
SUBMITTED BY 10:00 AM FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

PARKS AND RECREATION DEPARTMENT

TWO (2) NEW 2012 ½ TON EXTENDED CAB, 2WD SHORT WHEELBASE PICK UP TRUCKS FOR THE CEMETERY DIVISION

Engine Min 5.0 Liter V8 Gasoline

Transmission Min 5 Speed Automatic with Overdrive

Differential Heavy Duty Automatic Locking

Pick Up Box Fleet Side

Color White with Gray Interior

40/20/40 Cloth Split Bench Seat

Vinyl Floor Covering

Airbag Equipped

A/C

Heavy Duty Cooling Package with External Transmission Oil Cooler

Trailer Tow Package

AM/FM

Min 25 Gallon Fuel Tank

Extended Warranty Package shall be included



City of Hattiesburg, MS

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

Master

File Number: 2011-0424

File ID: 2011-0424

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Truck for Construction Division

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 3/4 Ton Long Wheel Base Pickup Truck for the Construction Division

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Construction Truck.pdf,
executed 01-17-NTB and Specs for Construction Truck

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	01/17/2012					

Text of Legislative File 2011-0424

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 3/4 Ton Long Wheel Base Pickup Truck for the Construction Division

Summary

Advertising for Bids for Truck for Construction Division

Budget Information

001207.7399

Purchasing Item

Scaled Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE PICKUP TRUCK FOR
THE CONSTRUCTION DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE PICKUP TRUCK FOR THE CONSTRUCTION DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE PICKUP TRUCK FOR THE
CONSTRUCTION DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

**ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE
DIVISION**

PICKUP TRUCK FOR THE CONSTRUCTION

Engine	Minimum 5.7L V8
Transmission	Minimum 5 Speed Automatic with Overdrive
Differential	Heavy-Duty Automatic Locking
GVWR	Minimum 8800 lbs
Pick Up Box	Fleet side, minimum wheel base 169"
Wheels/Tires	17" Wheels with five (5) new LT245/70R17E tires minimum
Brakes	Anti-locking
Color	White with coordinating interior
Seats	40/20/40 Cloth Split Bench
Flooring	All-Weather vinyl with floor mats
Headliner	Cloth
Air Bag	Driver and passenger equipped with restraint system
Wipers	Intermittent
Gauges	Speedometer, fuel, oil, temperature

A/C

Duel Alternators

Heavy Service Suspension

AM/FM Radio

Heavy Duty Cooling Package with External Transmission Oil Cooler

Minimum 25 gallon fuel tank

Trailer Towing package

Front and Rear Bumper

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE PICKUP TRUCK FOR
THE CONSTRUCTION DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

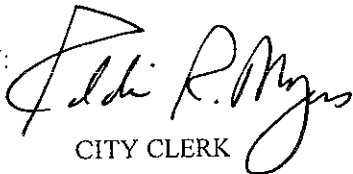
Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE PICKUP TRUCK FOR THE CONSTRUCTION DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE PICKUP TRUCK FOR THE
CONSTRUCTION DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE
DIVISION

PICKUP TRUCK FOR THE CONSTRUCTION

Engine	Minimum 5.7L V8
Transmission	Minimum 5 Speed Automatic with Overdrive
Differential	Heavy-Duty Automatic Locking
GVWR	Minimum 8800 lbs
Pick Up Box	Fleet side, minimum wheel base 169"
Wheels/Tires	17" Wheels with five (5) new LT245/70R17E tires minimum
Brakes	Anti-locking
Color	White with coordinating interior
Seats	40/20/40 Cloth Split Bench
Flooring	All-Weather vinyl with floor mats
Headliner	Cloth
Air Bag	Driver and passenger equipped with restraint system
Wipers	Intermittent
Gauges	Speedometer, fuel, oil, temperature
A/C	
Duel Alternators	
Heavy Service Suspension	
AM/FM Radio	
Heavy Duty Cooling Package with External Transmission Oil Cooler	
Minimum 25 gallon fuel tank	
Trailer Towing package	
Front and Rear Bumper	



City of Hattiesburg, MS

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

Master

File Number: 2011-0428

File ID: 2011-0428

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Truck for Fire Department

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 1/2 Ton Extended Cab 4WD Short Wheelbase Pickup Truck for the Fire Department

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for HFD Truck.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0428

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 1/2 Ton Extended Cab 4WD Short Wheelbase Pickup Truck for the Fire Department

Summary

Advertising for Bids for Truck for Fire Department

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 ½ TON EXTENDED CAB 4WD SHORT
WHEELBASE PICKUP TRUCK FOR THE FIRE DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 ½ TON EXTENDED CAB, 4WD SHORT WHEELBASE PICKUP TRUCK FOR THE FIRE DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

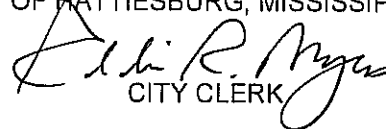
**BID
ONE (1) NEW 2012 ½ TON EXTENDED CAB, 4WD SHORT WHEELBASE PICKUP
TRUCK FOR THE FIRE DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

FIRE DEPARTMENT

ONE (1) NEW 2012 ½ TON EXTENDED CAB, 4WD SHORT WHEELBASE PICK UP TRUCK FOR THE FIRE DEPARTMENT

Engine Min 5.0 Liter V8 Gasoline

Transmission Min 5 Speed Automatic with Overdrive

Differential Heavy Duty Automatic Locking

Pick Up Box Fleet Side

Color Red

40/20/40 Cloth Split Bench Seat

Vinyl Floor Covering

Airbag Equipped

A/C

Heavy Duty Cooling Package with External Transmission Oil Cooler

Trailer Tow Package

AM/FM

Min 25 Gallon Fuel Tank

Extended Warranty Package shall be included



City of Hattiesburg, MS

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

Master

File Number: 2012-0444

File ID: 2012-0444

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Advertising for Bids for SUV for Construction

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Sports Utility Vehicle for the Construction Division

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Construction SUV.pdf,
executed 01-17-NTB and Specs for Construction
SUV

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0444

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Sports Utility Vehicle for the Construction Division

Summary

Advertising for Bids for SUV for Construction

Budget Information

001207.7399

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE
CONSTRUCTION DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION
DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION DIVISION

Engine: Min 3.5 V-6 Gasoline

Transmission: Min 6 Speed Automatic

Color: Silver with Black or Grey Interior

Seating: Cloth Upholstered Front Bucket Seats

Cloth Upholstered 2nd Row 60/40 Split Bench Seat

Cloth Upholstered 3rd Row 50/50 Split Bench Seat

Color Coordinated All Weather Front and 2nd Row Mats

Independent Front and Rear Suspensions Systems

Roll Stability System

Air Conditioning

Power Windows and Door Locks

Automatic Headlights

Manual Tilt/Telescoping Steering Column

Cruise Control

AM/FM Stereo with Multiple Speakers

Dome/Map Lights for all Three Seats

17" Steel Wheels with Wheel Covers

5 Regular Size Tires

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE
CONSTRUCTION DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

**SPECIFICATIONS FOR: ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE
CONSTRUCTION DIVISION**

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

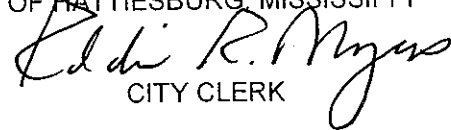
**BID
ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION
DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION DIVISION

Engine: Min 3.5 V-6 Gasoline

Transmission: Min 6 Speed Automatic

Color: Silver with Black or Grey Interior

Seating: Cloth Upholstered Front Bucket Seats

Cloth Upholstered 2nd Row 60/40 Split Bench Seat

Cloth Upholstered 3rd Row 50/50 Split Bench Seat

Color Coordinated All Weather Front and 2nd Row Mats

Independent Front and Rear Suspensions Systems

Roll Stability System

Air Conditioning

Power Windows and Door Locks

Automatic Headlights

Manual Tilt/Telescoping Steering Column

Cruise Control

AM/FM Stereo with Multiple Speakers

Dome/Map Lights for all Three Seats

17" Steel Wheels with Wheel Covers

5 Regular Size Tires



City of Hattiesburg, MS

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

Master

File Number: 2012-0443

File ID: 2012-0443

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Advertising for Bids for SUV for Fire

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Sports Utility Vehicle for the Hattiesburg Fire Department

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for HFD SUV.pdf, executed
01-17-NTB and Specs for HFD SUV

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0443

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Sports Utility Vehicle for the Hattiesburg Fire Department

Summary

Advertising for Bids for SUV for Fire

Budget Information

001160.7420

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE
HATTIESBURG FIRE DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE HATTIESBURG FIRE DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE HATTIESBURG FIRE
DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

FIRE DEPARTMENT

ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE HATTIESBURG FIRE DEPARTMENT

Engine: Min 3.5 V-6 Gasoline

Transmission: Min 6 Speed Automatic

Color: Red with Black or Grey Interior

Seating: Cloth Upholstered Front Bucket Seats

Cloth Upholstered 2nd Row 60/40 Split Bench Seat

Cloth Upholstered 3rd Row 50/50 Split Bench Seat

Color Coordinated All Weather Front and 2nd Row Mats

Independent Front and Rear Suspensions Systems

Roll Stability System

Air Conditioning

Power Windows and Door Locks

Automatic Headlights

Manual Tilt/Telescoping Steering Column

Cruise Control

AM/FM Stereo with Multiple Speakers

Dome/Map Lights for all Three Seats

17" Steel Wheels with Wheel Covers

5 Regular Size Tires

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE
HATTIESBURG FIRE DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

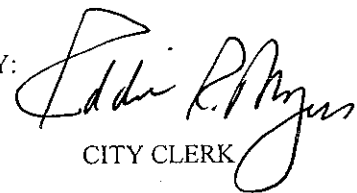
Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE HATTIESBURG FIRE DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

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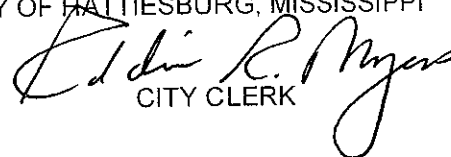
**BID
ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE HATTIESBURG FIRE
DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

FIRE DEPARTMENT

ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE HATTIESBURG FIRE DEPARTMENT

Engine: Min 3.5 V-6 Gasoline

Transmission: Min 6 Speed Automatic

Color: Red with Black or Grey Interior

Seating: Cloth Upholstered Front Bucket Seats

Cloth Upholstered 2nd Row 60/40 Split Bench Seat

Cloth Upholstered 3rd Row 50/50 Split Bench Seat

Color Coordinated All Weather Front and 2nd Row Mats

Independent Front and Rear Suspensions Systems

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Cruise Control

AM/FM Stereo with Multiple Speakers

Dome/Map Lights for all Three Seats

17" Steel Wheels with Wheel Covers

5 Regular Size Tires



City of Hattiesburg, MS

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

Master

File Number: 2012-0442

File ID: 2012-0442

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Advertising for Bids for Backhoe for Water
Department

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New
2012 Backhoe Loader for the Water Department

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-Water Backhoe.pdf, executed 01-17-Water
Backhoe

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0442

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Backhoe Loader
for the Water Department

Summary

Advertising for Bids for Backhoe for Water Department

Budget Information

009672.7345

Purchasing Item

Scaled Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 BACKHOE LOADER FOR THE WATER
DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 BACKHOE LOADER FOR THE WATER DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW BACKHOE LOADER FOR THE WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

MINIMUM SPECIFICATIONS FOR ONE OR MORE NEW BACKHOE LOADERS

Basic Specifications

Backhoe shall have a minimum digging depth of 17' 11" (5456 mm) with extendable stick.
Turbocharged engine net flywheel horsepower shall be at least 93 HP (69 kW) according to SAE J1349.

Unit shall have a maximum height to the top of the canopy of 9 ft 3 in (2819 mm) with standard tires.

Unit shall have a maximum overall transport height of 11 ft 9 in (3590 mm) with standard tires.

Unit shall have a minimum wheelbase of 7'3" (2210 mm).

Unit shall have a maximum width of 8' 0" (2438 mm) with a general purpose bucket.

Maximum operating weight shall be 24,251 lbs (11,000 kg).

Engine:

93 Net horse power

Engine shall be designed and built and supported by the machine manufacturer

Engine shall be protected to a minimum -34 degrees F (-36.7 degrees C) with extended life antifreeze that needs not to be replaced for 5 years.

Engine cooling fan shall have a heavy-duty guard that fully prevents human contact while in operation.

Radiator shall have a heavy-duty guard to resist continued impact at low speeds.

Coolant circulation shall be provided by a gear-driven water pump, not solely belt driven.

Engine shall be equipped with an alternator that has a charging capacity of minimum 120 amperes.

Engine shall be equipped with one maintenance-free 880 CCA battery, with the option for two such batteries.

Engine shall be equipped with a 12-volt direct-electric starting and charging system.

Engine shall have an internally-mounted, dry type, radial-seal, combined replaceable air cleaner and pre-cleaner unit with an air service indicator to monitor air filter condition.

Engine air filter shall have an automatic integrated dust ejection system that prevents more than 95% of the contaminants from embedding in the filter media.

Engine shall have a water/sediment bowl and spin-on type replaceable filter in the fuel system, with water separator service indicator light.

Engine shall have variable-speed, hand and foot governor controls.

Engine shall have a full flow spin-on type oil filter that is vertically mounted below the crankshaft centerline.

Engine shall have replaceable valve guides and valve seats for extended service life.

Engine shall come standard with glow plug starting aid for cold weather operation without using ether.

Net peak torque at 1400 rpm shall be not less than 301 ft-lb (408 N-m).

Units shall be equipped with a turbocharged, four cylinder, direct injection diesel engine with high strength, cast iron alloy single block design for high strength and long life.

Machine shall be Tier III compliant.

Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use. This will conserve fuel and lower emission noise

Power Train/Transmission

Transmission, differentials, and hydraulics shall have separate fluid reservoirs.
Unit shall have a high gear speed of no less than 25 mph (40.0 kph).
Unit shall be able to change direction and travel speed on-the-go.
Forward/reverse shuttle shall be a contactless unit for reliability.
Units shall be equipped with a transmission disconnect button on the gear shifter and loader control to allow full engine power to the loader.
Transmission shall be made, serviced and supported by the machine manufacturer.
Transmission shall have an electric, neutral lock switch on the front console.
Transmission shall have spin-on type oil filter vertically mounted.
Unit shall have a single stage torque converter of no less than 2.63:1 stall ratio.
Unit shall have 4 forward gears, 4 reverse gears, and a fully synchronized Power-Shuttle transmission coupled with electro-hydraulically shifted forward and reverse shuttle clutches.

Cab/Operators Station:

Cab shall have an optional air conditioner that provides the operator with a choice of fresh outside air drawn through filters or re-circulating cab air.
Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console.
The backhoe Pilot Controls locking switch shall always indicate the correct state of the controls, "locked" or "unlocked," and be lighted when "locked".
Pilot Controls for the backhoe shall store away from the operator with a single lever action.
Cab shall be equipped with two doors and five opening windows and floor mat.
Machine shall come standard with horn, audible back up alarm and electric fuel system shut off.
Operator's compartment shall feature laminated safety glass on front, windshield and tempered glass on all other windows.
The governor pedal shall be hinged and mounted to the floor for maximum pedal positioning control.
Cab shall include factory-installed heater/defroster with multiple speed blower with the control in reach from the front and rear of the machine.
Heater will have a minimum rated capacity of 39,920 BTU and be equipped with a 500 cfm fan.
Side instruments shall include tachometer, fuel gauge, transmission/converter oil temperature gauge and coolant temperature gauge.
Unit shall have a lighted instrument panel located on the right side of the cab so that it is visible from both loader and backhoe operating positions.
Unit shall include two front and two rear reading lights.
Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear.
In addition to head and tail lights, the machine shall include 2 front and 2 rear halogen work lights actuated by separate switches.
Electric auxiliary socket shall be available on roof for connection to items such as a rotating beacon.
A switch, accessible to the operator from the seat, shall control the auxiliary socket, primarily used for beacon operation.
OSHA approved ROPS/FOPS shall be integral with cab.
Air-suspension seat shall come with a vertical adjustment and adjustable flip-up armrests.
Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180 degree swivel from anywhere on a sliding track mechanism.
Standard seat shall be available with vinyl or cloth covering.
Equipped with the standard steering wheel, the seat shall be able to swivel 180 degrees in a single motion without contacting the steering wheel or pilot control pods.
Hour meter shall be functional with key in off position and visible from ground level.

With doors and windows closed, unit shall have a maximum operator sound exposure Leq of 78.5 dB(A) according to SAE J1166.

Stabilizer controls shall be pilot operated and conveniently located to the operator's left side/hand. Tilt steering wheel shall be standard for operator comfort.

Steering wheel shall come with a standard spinner knob for turning ease.

An optional, lockable, vandalism cover will be available which protects the instrument gauges, key switch and electrical switches on the right console.

All rear window sections shall stow overhead, inside the cab for maximum visibility, ventilation and operator comfort.

All rear window sections shall open upwards and store overhead with outside portion facing upwards to keep water droplets and dirt from falling on operator.

Each side of the cab shall have two windows sharing a common hinge that are of approximately equal size, can be fastened together, then swung to either a front or rear securing point to maximize cross flow ventilation.

Enclosed cab, front and rear windshield wipers/washers shall be standard.

Loader and Backhoe

Maximum boom width shall be no wider than 10 inches (254 mm).

24" HD backhoe bucket with teeth

Backhoe shall come standard with a curved boom for its ability to work in confined areas and to reach over obstacles, allowing a minimum of 11" (279 mm) of clearance as measured in the deepest point from a plane, subtended through the axis of the rotation

Per SAE standards, rated bucket digging force shall be a minimum of 13,875 lb (61.7 kN).

Per SAE standards, stick digging force shall be a minimum of 9,616 lbs (42.8 kN) with a retracted extendible stick.

Backhoe reach, from the swing pivot, shall be 21'11" (6680 mm) with a fully extended, extendable stick.

Backhoe shall have a loading height of no less than 11'11" (3636 mm)

Backhoe bucket shall have a minimum of 205 degrees of bucket rotation in one pin position.

Backhoe shall have a minimum cushioned swing arc of 180 degrees.

Per SAE J31, backhoe stick lifting ability at 8 ft (2438 mm) shall be no less than 5298 lb (2408 kg) with the stick retracted.

Per SAE J31, backhoe boom lifting at 8 feet (2440 mm) shall be no less than 3357 lbs (1526 kg) with a standard stick or retracted, extendible stick.

Extendible stick shall be field adjusted in less than 30 minutes to eliminate excessive clearance, using simple hand tools such as hex head and allen head wrenches.

Extendible stick shall have serrated edges to help clamp objects securely with bucket.

Extendible stick shall be thumb-ready with thumb cylinder mounts and stops standard.

Extendible stick shall be self-lubricating, adjusted with shims, and require no grease.

Backhoe shall be center-pivot type complete with hydraulic stabilizers.

Boom cylinder shall be exterior mounted for serviceability.

Stick cylinder shall be exterior mounted for serviceability.

Boom and stick shall be weld repairable.

Backhoe shall be equipped with a swing transport lock.

Backhoe shall be equipped with a boom lock that can be controlled from the seat.

Pattern changer shall be included for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station, and positioned at least 12" away from exterior surfaces.

Backhoe controls shall be pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns.

Backhoe shall be controlled with excavator style pilot operated joystick controls.

Loader bucket shall not roll back, or move under normal dig operations.

Unit shall have a minimum 1.4 cubic yard HD general purpose loader bucket with cutting edge.

Loader shall have positive down pressure sufficient to lift tractor front end off level ground.

Conventional loader breakout force shall be no less than 10,242 lbs (45.6 kN) for any OEM bucket offered.

Conventional loader shall have a lift capacity of no less than 6457 lbs (2929 kg) at full height with a general purpose bucket.

Bucket rollback at ground shall be a minimum of 40 degrees.

Bucket dump angle shall be a minimum of 43 degrees.

Loader shall be equipped with a return-to-dig mechanism.

Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position.

Loader shall incorporate a steel bumper system between the loader arms and chassis to absorb side loading and reduce pin joint stress in the loader tower.

Loader arm torque tube shall be constructed such that it is welded to each side of each loader arm section, providing maximum strength with minimal weld stress.

Loader linkage shall incorporate a single, full width main tower pin for maximum strength and load distribution.

Loader arms shall be divergent, widening toward the bucket.

Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge.

Loader bucket base cutting edge shall be specially hardened steel, achieving Rockwell hardness of 50 or greater.

Loader bucket shall have a 2-piece or 3-piece bolt-on cutting edge for serviceability.

Loader bucket dump time shall be no more than 2.5 seconds at full raised position.

Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator.

Loader bucket lower time from full raised position to digging position shall be no more than 2.5 seconds.

Minimum distance between bucket bottom edge and tilt cylinder pin shall be no less than 13" (330.2 mm) for tilt cylinder rod eye protection.

Loader bucket raise time to full height shall be no more than 4.5 seconds.

Stabilizers shall be pilot operated for low efforts and located on the side console for easy access whether facing front or rear.

Backhoe shall have stabilizer lock valves as standard equipment.

Flip over stabilizer pads shall have a dirt grouser.

Stabilizer spread in the operating position to the center of the pad shall be at least 10'7" (3226 mm).

Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads.

Swing trunnion shall be supported on each side by three bolts loaded in shear.

Steering:

Oscillation shall be no less than 11 degrees each side direction from centerline.

Machine shall have hydrostatic steering.

Steering cylinder shall be double acting with a 50 degree steering angle.

Unit shall have a minimum 2WD cylinder size of 2.75" (70mm) bore, 8.8" (224 mm) stroke, and 1.75" (44 mm) rod diameter.

Hydraulic System:

Hydraulic system shall include high pressure hoses consisting of 4 overlapping insulated spiral wires on all high pressure lines.

Machine shall be able to reach maximum lift capacity at any engine speed.

Maximum hydraulic pump pressure shall be at least 3,611 psi (24,900 kPa) for the backhoe and at least 3,307 psi (22,800 kPa) for the loader

Hydraulic system shall have a replaceable 5 micron vertically mounted, spin-on filter that is accessible from under the main frame.

Hydraulic pump shall be rated at 43 gpm (163 lpm) at 2,200 rpm.

Machine shall have a variable displacement load sensing, axial piston pump for low idle lifting and maximum durability.

Hose fitting shall have O-ring face seal connections for maximum seal reliability.

Hydraulic tank shall be mounted towards the rear of the engine above the pump, enabling the hood of the machine to slope downward for visibility and to keep positive pressure into the pump supply hose.

Supply hose to the pump shall be protected high within the chassis and not vulnerable to puncture.

Backhoe hydraulic lines shall be fastened and constrained from hanging low within the chassis, preventing hoses from damage.

All hydraulic hoses restrained by rubber grommets and steel band clamps shall have full protective coverage by the rubber grommet, preventing cuts and chaffing by the band clamps.

Hose routing shall be in such a way that no chafing protection material is needed around hoses in any area.

Brakes

Parking/secondary brakes shall be independent of the service brake system, allow operator complete control for a modulated stop, and shall be mechanically applied and adjusted from the cab without the need for tools.

Foot-operated brake pedals shall be able to be interlocked for roading.

Service brakes shall be boosted for low pedal efforts.

Service brakes shall be completely enclosed and sealed using Kevlar as brake pad media.

Brakes shall be inboard oil-immersed, hydraulically-actuated, multiple discs on final drive input drive shaft.

Service brakes shall be fully self-adjusting.

Axles

Rear axle shall have differential lock with "on-the-go" engagement.

2WD front axle shall have a minimum static load rating of 50582 lbs (22964 kg).

Rear axle shall have a minimum static load rating of 50582 lb (22964 kg).

Heavy-duty rear axle shall be semi-floating with self-adjusting inboard brakes.

Wheels

Standard tires shall be no less than 11L x 16 12PR (front) and 19.5 x 24 12PR (rear) radial or Bias tires

Front tires shall ride inside loader bucket cutting width.

Work Tool Options

The OEM shall offer buckets in varying widths and capacities.

Buckets shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only.

Backhoe thumb shall be available from the factory, with parts and service support from the OEM.

All dipper sticks shall be made thumb-ready, allowing bolt-on installation of thumbs, cylinder, hydraulics and hardware without welding.

Minimum service fill capacities

Standard A/C cooling system capacity shall not be less than 4.2 gallons (15.9 L).

Standard front axle capacity (4WD) shall not be less than 2 gallons (7.6 L), with planetary capacity no less than .2 gallons (.8L).

Standard rear axle capacity shall not be less than 6.4 gallons (24.2 L).

Standard high-ambient cooling system capacity shall not be less than 4.4 gallons (16.7 L).

Standard engine oil with filter capacity shall not be less than 2 gallons (7.6 L).

Standard fuel tank capacity shall not be less than 34 gallons (125 L), providing 10 hours of continuous work @ 70% load factor without refueling.

Standard hydraulic system capacity shall not be less than 21 gallons (79 L).

Standard hydraulic tank capacity shall not be less than 10 gallons (38 L).

Standard transmission (2WD, Power Shuttle) capacity shall not be less than 4 gallons (15.1 L)

Serviceability

Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down.

Water and sediment shall be drained from the fuel / water filter without raising the hood or opening an access panel.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 BACKHOE LOADER FOR THE WATER
DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 BACKHOE LOADER FOR THE WATER DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

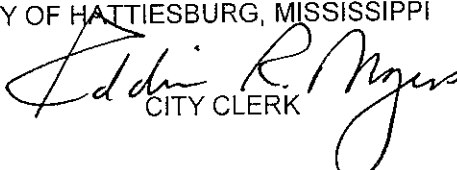
**BID
ONE (1) NEW BACKHOE LOADER FOR THE WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

MINIMUM SPECIFICATIONS FOR ONE OR MORE NEW BACKHOE LOADERS

Basic Specifications

Backhoe shall have a minimum digging depth of 17' 11" (5456 mm) with extendable stick.
Turbocharged engine net flywheel horsepower shall be at least 93 HP (69 kW) according to SAE J1349.

Unit shall have a maximum height to the top of the canopy of 9 ft 3 in (2819 mm) with standard tires.

Unit shall have a maximum overall transport height of 11 ft 9 in (3590 mm) with standard tires.

Unit shall have a minimum wheelbase of 7'3" (2210 mm).

Unit shall have a maximum width of 8' 0" (2438 mm) with a general purpose bucket.

Maximum operating weight shall be 24,251 lbs (11,000 kg).

Engine:

93 Net horse power

Engine shall be designed and built and supported by the machine manufacturer

Engine shall be protected to a minimum -34 degrees F (-36.7 degrees C) with extended life antifreeze that needs not to be replaced for 5 years.

Engine cooling fan shall have a heavy-duty guard that fully prevents human contact while in operation.

Radiator shall have a heavy-duty guard to resist continued impact at low speeds.

Coolant circulation shall be provided by a gear-driven water pump, not solely belt driven.

Engine shall be equipped with an alternator that has a charging capacity of minimum 120 amperes.

Engine shall be equipped with one maintenance-free 880 CCA battery, with the option for two such batteries.

Engine shall be equipped with a 12-volt direct-electric starting and charging system.

Engine shall have an internally-mounted, dry type, radial-seal, combined replaceable air cleaner and pre-cleaner unit with an air service indicator to monitor air filter condition.

Engine air filter shall have an automatic integrated dust ejection system that prevents more than 95% of the contaminants from embedding in the filter media.

Engine shall have a water/sediment bowl and spin-on type replaceable filter in the fuel system, with water separator service indicator light.

Engine shall have variable-speed, hand and foot governor controls.

Engine shall have a full flow spin-on type oil filter that is vertically mounted below the crankshaft centerline.

Engine shall have replaceable valve guides and valve seats for extended service life.

Engine shall come standard with glow plug starting aid for cold weather operation without using ether.

Net peak torque at 1400 rpm shall be not less than 301 ft-lb (408 N-m).

Units shall be equipped with a turbocharged, four cylinder, direct injection diesel engine with high strength, cast iron alloy single block design for high strength and long life.

Machine shall be Tier III compliant.

Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use. This will conserve fuel and lower emission noise

Power Train/Transmission

Transmission, differentials, and hydraulics shall have separate fluid reservoirs.

Unit shall have a high gear speed of no less than 25 mph (40.0 kph).

Unit shall be able to change direction and travel speed on-the-go.

Forward/reverse shuttle shall be a contactless unit for reliability.

Units shall be equipped with a transmission disconnect button on the gear shifter and loader control to allow full engine power to the loader.

Transmission shall be made, serviced and supported by the machine manufacturer.

Transmission shall have an electric, neutral lock switch on the front console.

Transmission shall have spin-on type oil filter vertically mounted.

Unit shall have a single stage torque converter of no less than 2.63:1 stall ratio.

Unit shall have 4 forward gears, 4 reverse gears, and a fully synchronized Power-Shuttle transmission coupled with electro-hydraulically shifted forward and reverse shuttle clutches.

Cab/Operators Station:

Cab shall have an optional air conditioner that provides the operator with a choice of fresh outside air drawn through filters or re-circulating cab air.

Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console.

The backhoe Pilot Controls locking switch shall always indicate the correct state of the controls, "locked" or "unlocked," and be lighted when "locked".

Pilot Controls for the backhoe shall store away from the operator with a single lever action.

Cab shall be equipped with two doors and five opening windows and floor mat.

Machine shall come standard with horn, audible back up alarm and electric fuel system shut off.

Operator's compartment shall feature laminated safety glass on front, windshield and tempered glass on all other windows.

The governor pedal shall be hinged and mounted to the floor for maximum pedal positioning control.

Cab shall include factory-installed heater/defroster with multiple speed blower with the control in reach from the front and rear of the machine.

Heater will have a minimum rated capacity of 39,920 BTU and be equipped with a 500 cfm fan.

Side Instruments shall include tachometer, fuel gauge, transmission/converter oil temperature gauge and coolant temperature gauge.

Unit shall have a lighted instrument panel located on the right side of the cab so that it is visible from both loader and backhoe operating positions.

Unit shall include two front and two rear roading lights.

Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear.

In addition to head and tail lights, the machine shall include 2 front and 2 rear halogen work lights actuated by separate switches.

Electric auxiliary socket shall be available on roof for connection to items such as a rotating beacon.

A switch, accessible to the operator from the seat, shall control the auxiliary socket, primarily used for beacon operation.

OSHA approved ROPS/FOPS shall be integral with cab.

Air-suspension seat shall come with a vertical adjustment and adjustable flip-up armrests.

Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180 degree swivel from anywhere on a sliding track mechanism.

Standard seat shall be available with vinyl or cloth covering.

Equipped with the standard steering wheel, the seat shall be able to swivel 180 degrees in a single motion without contacting the steering wheel or pilot control pods.

Hour meter shall be functional with key in off position and visible from ground level.

With doors and windows closed, unit shall have a maximum operator sound exposure Leq of 78.5 dB(A) according to SAE J1166.

Stabilizer controls shall be pilot operated and conveniently located to the operator's left side/hand.

Tilt steering wheel shall be standard for operator comfort.

Steering wheel shall come with a standard spinner knob for turning ease.

An optional, lockable, vandalism cover will be available which protects the instrument gauges, key switch and electrical switches on the right console.

All rear window sections shall stow overhead, inside the cab for maximum visibility, ventilation and operator comfort.

All rear window sections shall open upwards and store overhead with outside portion facing upwards to keep water droplets and dirt from falling on operator.

Each side of the cab shall have two windows sharing a common hinge that are of approximately equal size, can be fastened together, then swung to either a front or rear securing point to maximize cross flow ventilation.

Enclosed cab, front and rear windshield wipers/washers shall be standard.

Loader and Backhoe

Maximum boom width shall be no wider than 10 inches (254 mm).

24" HD backhoe bucket with teeth

Backhoe shall come standard with a curved boom for its ability to work in confined areas and to reach over obstacles, allowing a minimum of 11" (279 mm) of clearance as measured in the deepest point from a plane, subtended through the axis of the rotation

Per SAE standards, rated bucket digging force shall be a minimum of 13,875 lb (61.7 kN).

Per SAE standards, stick digging force shall be a minimum of 9,616 lbs (42.8 kN) with a retracted extendible stick.

Backhoe reach, from the swing pivot, shall be 21'11" (6680 mm) with a fully extended, extendable stick.

Backhoe shall have a loading height of no less than 11'11" (3636 mm)

Backhoe bucket shall have a minimum of 205 degrees of bucket rotation in one pin position.

Backhoe shall have a minimum cushioned swing arc of 180 degrees.

Per SAE J31, backhoe stick lifting ability at 8 ft (2438 mm) shall be no less than 5298 lb (2408 kg) with the stick retracted.

Per SAE J31, backhoe boom lifting at 8 feet (2440 mm) shall be no less than 3357 lbs (1526 kg) with a standard stick or retracted, extendible stick.

Extendible stick shall be field adjusted in less than 30 minutes to eliminate excessive clearance, using simple hand tools such as hex head and allen head wrenches.

Extendible stick shall have serrated edges to help clamp objects securely with bucket.

Extendible stick shall be thumb-ready with thumb cylinder mounts and stops standard.

Extendible stick shall be self-lubricating, adjusted with shims, and require no grease.

Backhoe shall be center-pivot type complete with hydraulic stabilizers.

Boom cylinder shall be exterior mounted for serviceability.

Stick cylinder shall be exterior mounted for serviceability.

Boom and stick shall be weld repairable.

Backhoe shall be equipped with a swing transport lock.

Backhoe shall be equipped with a boom lock that can be controlled from the seat.

Pattern changer shall be included for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station, and positioned at least 12" away from exterior surfaces.

Backhoe controls shall be pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns.

Backhoe shall be controlled with excavator style pilot operated joystick controls.

Loader bucket shall not roll back, or move under normal dig operations.

Unit shall have a minimum 1.4 cubic yard HD general purpose loader bucket with cutting edge,

Loader shall have positive down pressure sufficient to lift tractor front end off level ground.

Conventional loader breakout force shall be no less than 10,242 lbs (45.6 kN) for any OEM bucket offered.
Conventional loader shall have a lift capacity of no less than 6457 lbs (2929 kg) at full height with a general purpose bucket.
Bucket rollback at ground shall be a minimum of 40 degrees.
Bucket dump angle shall be a minimum of 43 degrees.
Loader shall be equipped with a return-to-dig mechanism.
Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position.
Loader shall incorporate a steel bumper system between the loader arms and chassis to absorb side loading and reduce pin joint stress in the loader tower.
Loader arm torque tube shall be constructed such that it is welded to each side of each loader arm section, providing maximum strength with minimal weld stress.
Loader linkage shall incorporate a single, full width main tower pin for maximum strength and load distribution.
Loader arms shall be divergent, widening toward the bucket.
Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge.
Loader bucket base cutting edge shall be specially hardened steel, achieving Rockwell hardness of 50 or greater.
Loader bucket shall have a 2-piece or 3-piece bolt-on cutting edge for serviceability.
Loader bucket dump time shall be no more than 2.5 seconds at full raised position.
Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator.
Loader bucket lower time from full raised position to digging position shall be no more than 2.5 seconds.
Minimum distance between bucket bottom edge and tilt cylinder pin shall be no less than 13" (330.2 mm) for tilt cylinder rod eye protection.
Loader bucket raise time to full height shall be no more than 4.5 seconds.
Stabilizers shall be pilot operated for low efforts and located on the side console for easy access whether facing front or rear.
Backhoe shall have stabilizer lock valves as standard equipment.
Flip over stabilizer pads shall have a dirt grouser.
Stabilizer spread in the operating position to the center of the pad shall be at least 10'7" (3226 mm).
Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads.
Swing trunnion shall be supported on each side by three bolts loaded in shear.

Steering:

Oscillation shall be no less than 11 degrees each side direction from centerline.
Machine shall have hydrostatic steering.
Steering cylinder shall be double acting with a 50 degree steering angle.
Unit shall have a minimum 2WD cylinder size of 2.75" (70mm) bore, 8.8" (224 mm) stroke, and 1.75" (44 mm) rod diameter.

Hydraulic System:

Hydraulic system shall include high pressure hoses consisting of 4 overlapping insulated spiral wires on all high pressure lines.

Machine shall be able to reach maximum lift capacity at any engine speed.

Maximum hydraulic pump pressure shall be at least 3,611 psi (24,900 kPa) for the backhoe and at least 3,307 psi (22,800 kPa) for the loader

Hydraulic system shall have a replaceable 5 micron vertically mounted, spin-on filter that is accessible from under the main frame.

Hydraulic pump shall be rated at 43 gpm (163 lpm) at 2,200 rpm.

Machine shall have a variable displacement load sensing, axial piston pump for low idle lifting and maximum durability.

Hose fitting shall have O-ring face seal connections for maximum seal reliability.

Hydraulic tank shall be mounted towards the rear of the engine above the pump, enabling the hood of the machine to slope downward for visibility and to keep positive pressure into the pump supply hose.

Supply hose to the pump shall be protected high within the chassis and not vulnerable to puncture.

Backhoe hydraulic lines shall be fastened and constrained from hanging low within the chassis, preventing hoses from damage.

All hydraulic hoses restrained by rubber grommets and steel band clamps shall have full protective coverage by the rubber grommet, preventing cuts and chaffing by the band clamps.

Hose routing shall be in such a way that no chafing protection material is needed around hoses in any area.

Brakes

Parking/secondary brakes shall be independent of the service brake system, allow operator complete control for a modulated stop, and shall be mechanically applied and adjusted from the cab without the need for tools.

Foot-operated brake pedals shall be able to be interlocked for roading.

Service brakes shall be boosted for low pedal efforts.

Service brakes shall be completely enclosed and sealed using Kevlar as brake pad media.

Brakes shall be inboard oil-immersed, hydraulically-actuated, multiple discs on final drive input drive shaft.

Service brakes shall be fully self-adjusting.

Axles

Rear axle shall have differential lock with "on-the-go" engagement.

2WD front axle shall have a minimum static load rating of 50582 lbs (22964 kg).

Rear axle shall have a minimum static load rating of 50582 lb (22964 kg).

Heavy-duty rear axle shall be semi-floating with self-adjusting inboard brakes.

Wheels

Standard tires shall be no less than 11L x 16 12PR (front) and 19.5 x 24 12PR (rear) radial or

Bias tires

Front tires shall ride inside loader bucket cutting width.

Work Tool Options

The OEM shall offer buckets in varying widths and capacities.

Buckets shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only.

Backhoe thumb shall be available from the factory, with parts and service support from the OEM.

All dipper sticks shall be made thumb-ready, allowing bolt-on installation of thumbs, cylinder, hydraulics and hardware without welding.

Minimum service fill capacities

Standard A/C cooling system capacity shall not be less than 4.2 gallons (15.9 L).

Standard front axle capacity (4WD) shall not be less than 2 gallons (7.6 L), with planetary capacity no less than .2 gallons (.8L).

Standard rear axle capacity shall not be less than 6.4 gallons (24.2 L).

Standard high-ambient cooling system capacity shall not be less than 4.4 gallons (16.7 L).

Standard engine oil with filter capacity shall not be less than 2 gallons (7.6 L).

Standard fuel tank capacity shall not be less than 34 gallons (125 L), providing 10 hours of continuous work @ 70% load factor without refueling.

Standard hydraulic system capacity shall not be less than 21 gallons (79 L).

Standard hydraulic tank capacity shall not be less than 10 gallons (38 L).

Standard transmission (2WD, Power Shuttle) capacity shall not be less than 4 gallons (15.1 L)

Serviceability

Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down.

Water and sediment shall be drained from the fuel / water filter without raising the hood or opening an access panel.



City of Hattiesburg, MS

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

Master

File Number: 2011-0425

File ID: 2011-0425

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Bids for Bucket Truck for Traffic Division

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Bucket Truck for the Traffic Division

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Traffic Bucket Truck.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0425

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Bucket Truck for the Traffic Division

Summary

Advertising for Bids for Bucket Truck for Traffic Division

Budget Information

001191.7450

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 BUCKET TRUCK FOR THE TRAFFIC DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 BUCKET TRUCK FOR THE TRAFFIC DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

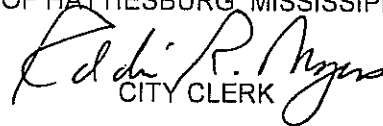
**BID
ONE (1) NEW 2012 BUCKET TRUCK FOR THE TRAFFIC DIVISION 10:00 A.M.
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

ONE (1) NEW 2012 BUCKET TRUCK FOR THE TRAFFIC DIVISION

Engine: 6.7L OHV Power Stroke Diesel V8 B20

200 Amps Extra Heavy Duty Alternator; (X41) Axle Ratio; Dual 78 AH Batteries. Include clean idle decal and intelligent oil life minder. Torque: 660 ft.lbs. @ 1600 rpm.

Transmission: TorqShift 5-Speed Auto w/OD

Includes SelectShift

Limited Slip with 4.30 Axle Ratio

GVWR: 19,500 lb Payload Plus Upgrade Package

Includes upgraded frame, upgraded springs and low deflection/high capacity.

Tires: 225/70Rx19.5G BSW Traction

Includes 4 traction tires on the rear and 2 all-season tires on the front.

Spare Tire & Wheels

(61J) 6-ton hydraulic jack. Excludes carrier.

HD Vinyl 40/20/40 Split Bench Seat

Trailer-Tow Package

AM/FM Radio

Transmission Power Take-Off Provision

Engine Idle Shutdown

Exterior Back-Up Alarm

Daytime Running Lamps

This specification is to set forth minimum requirements for an aerial device.

This aerial device shall be to the manufacturer's standard. It shall be equipped with the manufacture's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

Any alternate bid or exception to the specifications set forth, must be stated in the bid. Please place and "X" in the appropriate space (Below "YES" or "NO") to signify whether or not the unit is in complete compliance with the specifications. Failure to follow the format or answer the specifications may cause your bid to be disqualified. If extra space is required to describe the product, please provide attachments with the appropriate reference number.

	COMPLY	
	YES	NO
A. MINIMUM LIFT SPECIFICATIONS (Based on 40 in. frame height):		
Insulated telescopic/articulating aerial device with a mininum platform height of 37 ft. (11.28 m). Working height shall be no less than 42 ft. (12.8 m).	_____	_____
Horizontal Reach to be a minimum of 27.75 ft. (8.5 m)	_____	_____
Travel height not to exceed 10.33 feet (11.3 m). Based on 40 in. frame height.	_____	_____
The unit must be manufactured in a ISO 9001 certified facility.	_____	_____
1.0 CONTROL SYSTEM		
1.1 The Unitrol single-stick upper control consists of a multi-jointed handle which operates The control valve. A safety trigger located on the underside of the single stick handle will not allow boom movement until it is depressed. An emergency stop control is provided.	_____	_____
1.2 Individual full-pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.	_____	_____
1.3 The hydraulic control valves are full pressure and full flow.	_____	_____
1.3 The start/stop system has been designed so that the unit cannot be operated normally unless the power switch is activated and the truck ignition is in the "on" position. This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. Start/stop controls are located at the upper and lower control stations.	_____	_____
1.3 Emergency power system consisting of a hydraulic pump driven by a DC motor, powered by the truck engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. This system can be operated from the upper or lower controls.	_____	_____
1.3 Engine throttle control gives a choice between idle speed or higher speed for increased hydraulic flow. This system can be operated from the upper or lower controls.	_____	_____

- 1.3 Priority flow control valve provides choice allows 3 gpm flow for lift operation or increased flow for a hydraulic tool circuit. This system can be operated from the upper or lower controls.

2.0 OUTER/INNER BOOM ASSEMBLY

- 2.1 The outer/inner boom assembly includes outer boom, telescopic inner boom, extension system, and hose assemblies. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly.

- 2.2 The outer boom consists of a 6 in. x 8 in. (150 mm x 200 mm) steel section and a 7.5 in. x 9.5 in. (190 mm x 240 mm) fiberglass section (Electrogard).

2.2

The unit must maintain a 42 in. (1.08 m) insulation gap with the inner boom fully retracted.

- 2.2 The extension system consists of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The inner boom does not have to be removed to service the extension cylinder or slide pads.

- 2.2 Minimum Inner Boom Extension of 116 inches (2.95 m).

- 2.2 Hydraulic extension cylinder with wear rings on the piston and end gland and a holding valve mounted to the cylinder base. The hose carrier system is a multi-link assembly with adequate space to carry hoses to the upper control station.

- 2.2 Ultra high molecular weight plastic slide pads mounted on the inner boom can be changed without removing the inner boom. The outer boom side and top slide pads are infinitely adjustable and the lower pad can be replaced without removing the inner boom.

- 2.2 The telescoping outer/inner boom assembly articulates from 14 degrees below horizontal to 74 degrees above horizontal. A double acting cylinder, equipped with counter balance holding valves, provides boom elevation.

- 2.2 A boom support cradle and a ratchet-type boom tie down strap are included.

3.0 LOWER BOOM ASSEMBLY

- 3.1 The lower boom consists of a 6 in. (150 mm) square steel section. A double acting cylinder with dual holding valves allows the lower boom to articulate from 7 degrees below horizontal to vertical for a total travel of 97 degrees.

3.1

The lower boom consists of a 6 in. (150 mm) square steel section. A double acting cylinder with dual holding valves allows the lower boom to articulates from 5 degrees below horizontal to vertical for a total travel of 95 degrees. A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

- 3.2 A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

3.2 Chassis insulation system/lower boom fiberglass insert provides a insulation gap of 12 in. (305 mm). A fiberglass section in the compensation link maintains the 12 in. insulation gap in all boom positions.

3.2 The insert is mounted on the steel boom sections, then adhesive is pumped in under pressure to fill all voids. After curing, 16 bolts are added to assure maximum strength.

3.2 A stainless steel stud is provided at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

4.0 TURRET/ROTATION

4.1 The turret wings are 1/2 in. (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity.

4.2 The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.

4.3 Rotation is continuous and unrestricted in either direction. This is accomplished by a hydraulically driven worm and spur gear acting on a shear-ball rotation bearing. An eccentric ring gearbox mounting allows for precise adjustments to the gearbox to pinion clearance.

4.4 The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are SAE grade 8. These critical bolts are Torque Seal Marked to provide a quick means to inspect for loosening.

5.0 PEDESTAL

5.1 The pedestal is a round shape with an access opening on both sides. The 12 gallon (45 l) hydraulic reservoir is built integral to the pedestal.

5.2 The top plate of the pedestal is 1-1/4 in. (32 mm) thick and machined flat to support the rotation bearing.

5.3 Dual sight gages are furnished on the pedestal for checking fluid level.

5.4 A 100 mesh suction strainer, 10 micron return filter and shut off valves are located inside the pedestal.

6.0 PLATFORMS and OPTIONS

6.1 24 in. x 30 in. x 42 in. (.61m x .61m x 1.07m) closed fiberglass platform with one step.

6.2 Platform must be end mounted with hydraulically leveled platform. The leveling system includes a master/slave cylinder arrangement that can be actuated from the upper controls for cleanout or rescue.

6.2 Hydraulic leveling control at the lower control (turret) to aid in cleanout or rescue.

6.2 A hydraulic platform rotator, operated by a control lever, rotates the platform 180 degrees from one side of the outer/inner boom assembly, across the end-hung position, to the other side of the outer/inner boom assembly.

6.3 Body harness and lanyard. The anchor for the lanyard is attached to the inner boom.

6.4 platform liner is tested and rated for 50 kV AC.

6.5 Soft vinyl platform cover.

7.0 PLATFORM TOOLS

7.0 Hydraulic tool power is supplied at the upper controls with two hoses, one 3/8 in. hose for pressure and one 1/2 in. hose for return. The tool circuit provides up to 5 GPM (19 LPM) flow rate.

7.0 HYDRAULIC SYSTEM

7.1 The open-center hydraulic system operates at 3 gpm (11.4 lpm) at 2250 psi (158 kg/cm²). The pump draws oil through a 100-mesh suction screen. A 10-micron return line filter with bypass valve is included. Fluid level gages are furnished for checking fluid level. Hydraulic oil is not included.

7.2 Hydraulic power provided by PTO/pump configuration.

8.0 GENERAL

8.1 Non-lube bearings are used at most points of motion. Only the rotation gearbox and rotation bearing require periodic lubrication.

8.2 The complete unit is primed and painted with standard white urethane prior to assembly.

8.3 The high pressure hoses routed through the booms are non-conductive hoses with swaged hose end fittings. Reusable hose fittings can be installed if a hose is damaged.

8.4 Two operator's manuals and two service manuals are included.

8.5 All cylinders are equipped with type AQ seals, nylon backup rings, non-metallic bearings on pistons and end glands, rod wiper rings, threaded and welded rod ends, and chrome plated rods

8.6 The extension cylinder has wear rings on the piston and end gland for extended seal life. Dual holding valves are mounted at the extension cylinder base to prevent boom creep during travel or uncontrolled movement in case of hydraulic hose failure. The extension cylinder can be removed without removing the inner boom. A hydraulic regeneration feature on the extension cylinder provides extension and retraction at approximately the same speed. The boom elevation cylinder has a single holding valve.

8.7 Pins are high strength alloy steel and chrome plated for a hard finish and corrosion resistance. Cylinder pins are held in place with Torque Seal marked bolts at one end and a pin cap bolted to the other end.

8.7 Mounted to the outer boom, which allows lifting loads up to 500 lbs. (227 kg) with the platform empty and the inner boom retracted.

9.0 STABILIZATION

9.0 Stabilization by front and rear torsion bar

C. MINIMUM BODY SPECIFICATIONS

1.0 11' service body, 20" compartments, 40" high, 94" wide
A40 galvaneal steel

floor 12 ga treadplate w/ 1 3/8" return flange

Slip in wood tailboard

36" tailshelf with handrail, stirrup step, 2 wheel chock holders, and built in light channel

Masterlocking

LED interior lights

All LED stop and turn signals

4 corner strobe system - LED - 5 year warranty

2 strobe lights post mounted on front of body

Primer must be a dipped prime system with oven cured primer

Paint body white to match chassis with polyurethane paint

Load area of body, top of compartments, and top of tailshelf finished with Line-X sprayed on bedliner



City of Hattiesburg, MS

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

Master

File Number: 2012-0445

File ID: 2012-0445

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Advertising for Bids for Excavator for Sewer

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Mini Hydraulic Excavator for the Sewer Division

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Sewer Excavator.pdf,
executed 01-17-NTB and Specs for Sewer Excavator

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0445

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New 2012 Mini Hydraulic Excavator for the Sewer Division

Summary

Advertising for Bids for Excavator for Sewer

Budget Information

009676.7345

Purchasing Item

Sealed Bid

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 MINI HYDRAULIC EXCAVATOR FOR THE SEWER
DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: ONE (1) NEW 2012 MINI HYDRAULIC EXCAVATOR FOR THE SEWER DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 MINI HYDRAULIC EXCAVATOR FOR THE SEWER DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

SPECIFICATIONS FOR ONE (1) MINI HYDRAULIC EXCAVATOR

Engine: Minimum 47 Net hp and 49 Gross hp
Minimum 3.5 inch Bore, 4.1 inch Stroke and 153 inch Displacement

Operating Weight: Minimum 11,696 lbs with Canopy
Minimum 12,048 lbs with Cab

Travel Speed: At least 1.8 mph in low and 2.8 mph in high

Traction Force: At least 10,745 lbs at Low speed and 6,025 lbs at High speed

Ground pressure: At least 4.4 psi

Digging Force: Stick--At least 6,500 lbs; Bucket—At least 11,445 lbs

Blade: Width—At least 78.0 inches; Height—At least 14.8 inches
Dig Depth—At least 21.9 inches; Lift Height—At least 15.9 inches

Angle dozer blade with float function

Cooling System: Minimum 2.8 gallon refill capacity

Fuel Tank: Minimum 18.5 gallon refill capacity

Hydraulic Tank: Minimum 12.7 gallon refill capacity

Hydraulic System: Minimum 20.6 gallon refill capacity

Engine oil: Minimum 2.2 gallon refill capacity

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012 MINI HYDRAULIC EXCAVATOR FOR THE SEWER
DIVISION**

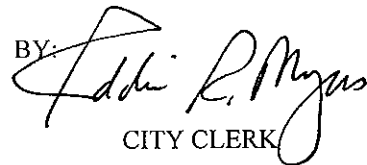
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 MINI HYDRAULIC EXCAVATOR FOR THE SEWER DIVISION

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

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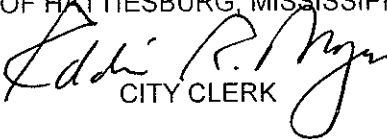
**BID
ONE (1) NEW 2012 MINI HYDRAULIC EXCAVATOR FOR THE SEWER DIVISION
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

SPECIFICATIONS FOR ONE (1) MINI HYDRAULIC EXCAVATOR

Engine: Minimum 47 Net hp and 49 Gross hp
Minimum 3.5 inch Bore, 4.1 inch Stroke and 153 inch Displacement

Operating Weight: Minimum 11,696 lbs with Canopy
Minimum 12,048 lbs with Cab

Travel Speed: At least 1.8 mph in low and 2.8 mph in high

Traction Force: At least 10,745 lbs at Low speed and 6,025 lbs at High speed

Ground pressure: At least 4.4 psi

Digging Force: Stick--At least 6,500 lbs; Bucket—At least 11,445 lbs

Blade: Width—At least 78.0 inches; Height—At least 14.8 inches
Dig Depth—At least 21.9 inches; Lift Height—At least 15.9 inches

Angle dozer blade with float function

Cooling System: Minimum 2.8 gallon refill capacity

Fuel Tank: Minimum 18.5 gallon refill capacity

Hydraulic Tank: Minimum 12.7 gallon refill capacity

Hydraulic System: Minimum 20.6 gallon refill capacity

Engine oil: Minimum 2.2 gallon refill capacity



City of Hattiesburg, MS

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

Master

File Number: 2011-0433

File ID: 2011-0433

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Advertising for Term Bids for the Water Department

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the Hattiesburg Water Department beginning on April 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-NTB and Specs for Water Term Bids 1.pdf,
01-17-Specs for Water Term Bids 2.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0433

Title

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the Hattiesburg Water Department beginning on April 1, 2012.

Summary

Advertising for Term Bids for the Water Department

Purchasing Item

Scaled Bids

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 1, 2012, and ending September 30, 2012, or March 31, 2014, to-wit:

- ITEM #4 FURNISH PIPE LINING AND RELATED SERVICES
- ITEM #29 REHABILITATION OF MANHOLE INTERIOR SURFACING SYSTEMS
- ITEM #3 METER YOKE/SETTER WITH CHECK VALVE AND ANGLE BALL VALVE
- ITEM #4 ROUND WIDE BOTTOM PLASTIC WATER METER BOX WITH IRON RING AND LOCKING COVER
- ITEM #5 DUCTILE IRON, MECHANICAL JOINT GATE VALVES
- ITEM #8 STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS
- ITEM #11 CHLORINE GAS IN ONE (1) TON CONTAINERS
- ITEM #12 CHLORINE GAS IN 150 LB CONTAINERS
- ITEM #13 SODIUM FLUORASILICATE
- ITEM #14 SODIUM FLUORIDE
- ITEM #15 PRECAST CONCRETE MANHOLES
- ITEM #16 PVC SOLID WALL PIPE SDR 26 RUBBER GASKET

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 1, 2012, and ending March 31, 2014, to-wit:

- | | |
|----------|---|
| ITEM #17 | PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE |
| ITEM #18 | POLYVINYL CHLORIDE (PVC) C-900-92 PRESSURE PIPE |
| ITEM #19 | DUCTILE IRON PIPE |
| ITEM #20 | FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR REPAIR, REPLACEMENT, OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS |
| ITEM #21 | CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING, AND CORPORATION STOP COUPLINGS |
| ITEM #22 | WATER VALVE BOXES |
| ITEM #23 | LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS |
| ITEM #24 | MECHANICAL JOINT RETAINER GLANDS WITH THRUST WEDGES 4" THROUGH 20" |
| ITEM #25 | STAINLESS STEEL TAPPING SLEEVES FOR CAST IRON PIPE |
| ITEM #26 | CAST/DUCTILE IRON MECHANICAL JOINT OFFSETS |
| ITEM #28 | REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS |

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

**SPECIFICATIONS FOR ITEM #4: FURNISH PIPE LINING AND RELATED SERVICES FOR
THE SEWER DIVISION, PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing Pipe Lining and Related Services for the Hattiesburg Sewer Division, Public Services Department which meets or exceeds the following specifications, to-wit:

(DETAILED SPECIFICATIONS ENCLOSED)

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
PIPE LINING AND RELATED SERVICES -
SEWER DIVISION, PUBLIC SERVICES DEPARTMENT, ITEM #4
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:


PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS
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CONTRACT DESCRIPTION

OBJECTIVE AND SCOPE OF WORK

The primary objective of this contract is to institute a systematic long-term plan to reduce excessive infiltration/inflow into the sewer system and preserve the integrity of the sewer system. The secondary objective of this contract is to rehabilitate using trenchless construction techniques those sewers on which collapse repairs will be very expensive and/or disruptive; the critical sewers. Preemptive maintenance on these sewers will greatly reduce the risk of such failures occurring. It is also the objective of the City to maintain at least 100% of the existing sanitary sewer pipes' flow capacity, when possible, after completion of rehabilitation and to minimize the public exposure to disruption, inconvenience and health hazards. For these reasons, certain methods of rehabilitation have been preselected as preferable for designated pipe sizes.

The work to be performed on this contract shall consist of flow monitoring (open channel and pump station), rainfall measurement, groundwater measurement, physical inspection of manholes, smoke testing, dye-water flooding, cleaning, root removal, closed circuit TV inspection, evaluation reports, bypass pumping, installation of cured-in-place-pipe (CIPP) on 8" through 36" diameter using an inversion process, installation of progressively round pipe (PRPP) on 6" through 12" diameter, testing and grouting of pipe joints 8" through 36" diameter, and sealing manhole walls. This work shall be performed at various locations throughout the City. The work to be performed under this contract will be supplemental to and complimentary to the daily operations and maintenance work performed by City of Hattiesburg, Mississippi crews.

CONTRACTS

The Work shall be constructed under one prime contract.

CONTRACTOR USE OF PREMISES

Contractor shall coordinate use of the premises, for his storage and the operations of his workmen, with the City's Authorized Representative and utility service companies. The Contractor must operate entirely within the space allowed to him.

The Contractor shall be solely responsible for obtaining and paying all costs in connection with any additional work area, storage sites, access to the site or temporary right-of-way which may be required for proper completion of the Work.

It shall be understood that responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the City or his authorized representatives by reason on any act. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the City's Authorized Representative shall direct the Contractor, owning or responsible for the stored materials and equipment to immediately move the same. No materials or equipment may be placed upon the property of the City other than the designated areas on the Drawings unless the City's Authorized Representative has agreed to the location contemplated by the Contractor to be used for storage.

METHOD OF AWARD TO LOWEST PRICED QUALIFIED BIDDER

The City will award this contract to the qualified bidder who submits the bid deemed most advantageous to the City. For a bid to be considered by the City, the Contractor must submit a price for all items in the Construction Proposal Schedule of Items. The Contractor must submit with his bid a Statement of Qualifications which will be reviewed by the City to determine if the Contractor and products proposed by the Contractor are adequately qualified to perform the work proposed. Following is information which the Contractor must submit for consideration by the City:

Previous sewage collection system rehabilitation projects completed in USA to include:

Final contract amount.

Type of rehabilitation work and products employed to accomplish the work.

Pipe sizes and lengths of work completed in each project.

Completion date.

Client contact name and telephone number.

Rehabilitation equipment owned by the Contractor.

Portions of contract which Contractor plans to sublet with name of Subcontractor, amount of subcontract and type of work.

Name of project manager and superintendent proposed for this project and relevant experience.

Contractor's experience in evaluating sewer systems and utilizing electronic data processing methods as described in the Specifications.

Computer software and hardware owned by the Contractor which will be used to process and transmit data to the City as described in these Specifications.

Cured-In-Place-Pipe (CIPP) and Progressively Round Pipe (PRPP) product which the Contractor will use to accomplish the work with the following information regarding the product:

Product or process trade name.

Installation specification if different from Technical Specification included.

Material physical properties, specifications and name of producing country.

Design manual and applicable ASTM specification.

Third party test data and reports.

Limitations of product, process or materials.

Number of years in service in USA.

Installation locations by Contractor, amount installed by pipe size and length, client contact name and telephone number.

Longest continuous length of CIPP and PRPP installed by Contractor.

Largest diameter of CIPP and PRPP wall installed by Contractor.

ISSUANCE OF PURCHASE ORDERS

It is anticipated that more than one Purchase Order may be issued, or in effect, at any given time. Purchase Orders will be issued for evaluation or rehabilitation of a complete line section from manhole to manhole and not for a partial line section. It is also anticipated that an emergency situation could arise where it will be necessary for the Contractor to temporarily abandon an ongoing rehabilitation effort in order to proceed with an Emergency Purchase Order. Accordingly, the Contractor will not be penalized for such action provided the City is notified of the need for such abandonment, and the City grants permission to the Contractor to abandon, or interrupt, said ongoing construction effort.

The City may add additional work if the Contractor has not completed an existing work order by issuing additional Purchase Orders.

LENGTH OF CONTRACT

Original

The basic Contract shall be for a period beginning April 1, 1992 and ending March 31, 1993.

QUANTITIES & UNIT PRICES OF WORK

The quantities of work indicated in the Bid Proposal are for the purpose of establishing a unit price only and the quantities do not indicate the amount of work which may be issued by work orders. There is no assurance that any work will be issued by work order under this contract. It is the intent of this specification that the Contractor be paid only for those items in the proposal which he performs on. The Contractor will be due no profit or any other compensation for those items in the proposal which are either not used or not used completely.

It is the City's intent to award one contract for all work to be provided under this contract.

SPECIAL CONSTRUCTION PROVISIONS

GENERAL

If the Contractor finds the condition of any sites or structures differing materially from those appropriate for the rehabilitation method indicated in this Contract he shall promptly notify the City in writing and before such conditions are disturbed. The City shall investigate the conditions and if he finds that the rehabilitation method must change as a result of such conditions, the method shall be changed in writing, as required.

A change in rehabilitation method shall be reimbursed at the bid price for the method directed by the City's Authorized Representative, so long as one of the standard methods described in these Technical Specifications and included in the bid proposal applies. Final quantities of the Contract will reflect these changes. Any other method or combination of methods will be negotiated for change order prior to beginning work.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the written notice required above; provided, however, the time prescribed therefore may be extended by the City.

WATERTIGHT STRUCTURES

It is the intent of these Specifications to obtain and maintain liquid-containing structures which will be watertight and which will be free from leakage when carrying gases or liquids, as the case may be, under operating conditions or with suitable overloads.

The Contractor shall provide all materials, labor and equipment required to provide watertight structures and he shall uncover Work and repair the same, as may be necessary in the judgment of the City's Authorized Representative, to ascertain and to remedy leakage. Repeated tests and repairs may be required by the City's Authorized Representative. All structures shall be drained at the completion of tests unless otherwise directed by the City's Authorized Representative. The cost and expense of proving tightness of structures per requirements of these specifications and the remedy of defects will be the responsibility of the Contractor, and payments therefore are included in the payments provided by the various items of the Contract.

SEWAGE CONTROL

The Contractor shall be responsible for controlling sewage flows during rehabilitation operations. At no time will sewage be allowed to be discharged into drainage systems, onto streets, parkways or surrounding property. Sewage will not be allowed to pond in open excavations or percolate into surrounding grounds. Sewage upstream of rehabilitation operations shall be controlled to prevent surcharging of system or disruption of normal service. The Contractor shall be required to submit, for the City's Authorized Representative approval, detailed procedures and schedules for plugging or bypassing sewage.

PRODUCT TECHNICAL SPECIFICATIONS

Product manufacturer's technical specifications or recommended methods of application shall be strictly followed for the entire rehabilitation procedures.

PROVISIONS FOR TRAFFIC

When directed by the City's Authorized Representative, the Contractor shall provide flagmen to direct traffic. When previously approved by the City's Authorized Representative, compensation for flagmen shall be at the unit price bid.

The Contractor shall plan his work in such a manner that traffic movement will not be unnecessarily interrupted.

The Contractor shall schedule or plan his work in such a manner that, at the end of a particular work day, intersecting streets are left open to accommodate normal traffic flow unless permission is obtained from the City's Authorized Representative to obstruct traffic flow beyond the periods mentioned above.

The Contractor when working in any City street right-of-way, shall install all traffic control signs, barricades and warning devices in accordance with the City of Hattiesburg Traffic Division instructions and MUTCD.

The Contractor shall be required to provide ingress and egress to all property adjacent to his work site(s) whose accessibility has been affected by this construction work. At locations where private driveways become isolated from street traffic due to installation equipment, temporary force mains, etc., the Contractor shall provide a way of bridging to permit access of people and vehicles in and out of private homes, businesses, etc.

ABNORMAL CONDITIONS

Due to factors such as the age of the sanitary sewer main lines to be rehabilitated, their possible location in utility easements behind houses and/or garages, various soil conditions which may exist in the different areas of the job, etc., construction problems may arise which have not been anticipated by the City. Accordingly, the Contractor shall submit his proposed construction methods to be employed to solve the various specific problems not covered in the Specifications. The Contractor will be due additional compensation as approved by the City's Authorized Representative.

ERRORS AND OMISSIONS

Regardless of culpability, the Contractor shall not be allowed to take advantage of any errors or omissions in these Specifications or his work order. The Contractor is required to notify the City's Authorized Representative of all errors or omissions as soon as he becomes aware of them. Suitable instructions will be given to the Contractor by the City's Authorized Representative when such errors or omissions are discovered. No compensation for any delay or down time, including time to receive the City's instructions or approval, shall be allowed. Further, any errors and/or omissions contained in the specifications do not absolve

the Contractor from ultimate and final responsibility for the successful completion of all project to the satisfaction of the City's Authorized Representative. The degree of detail reflected in the specifications, or lack of same, does not absolve the Contractor from the necessity of conducting an extensive investigation of the Project Area prior to submission of his/her bid. The Contractor is hereby advised to conduct a suitable site investigation. The Contractor will not be due any additional compensation for difficulties arising out of his/her failure to inspect and analyze the Project Area prior to submission of his/her bid. Due to the nature of sewer rehabilitation projects, sole reliance upon the specifications for formulation of a bid may not be advisable.

COORDINATION

GENERAL

As more fully set forth in the General Conditions, Contractor shall be solely responsible for coordination of all of the Work. He shall supervise, direct and cooperate fully with all subcontractors, manufacturers, fabricators, suppliers, distributors, installers, testing agencies and all other whose services, materials or equipment are required to ensure completion of the Work within the Contract Time.

As more fully set forth in the General Conditions, Contractor shall cooperate with and coordinate his Work with the work of any other Contractor, utility service company or City's employees performing additional work related to the Project at the site.

Contractor shall not be responsible for damage done by Contractors not under his jurisdiction. He will not be liable for any such loss or damage unless it is through the negligence of the Contractor.

Contractor shall also coordinate his Work with the work of others to assure compliance with schedules.

Contractor shall attend and participate in all project coordination or progress meetings and report on the progress of all Work and compliance with schedules.

COORDINATION WITH OTHER CONTRACTORS - RIGHTS AGAINST OTHER PRIME CONTRACTORS

During the progress of the Work, each Contractor shall recognize that other Contractors will be engaged in performing work on this site. It is anticipated that, without proper cooperation between Contractors, conflicts may from time to time arise. By execution of this Contract, the Contractor is charged with the duty to cooperate with all other Contracts in order to eliminate conflicts. The Contractor hereby agrees that he shall perform his Work at a proper time, in a logical sequence, and in a proper manner, and shall coordinate his Work with the work of every other Contractor and any other procedures provided in the Contract Documents.

Should any Contractor sustain any damages, including liquidated damages, or be delayed in the performance of its Work and suffer damages, including liquidated damages, as a result of the failure of any other Contractor to comply with the first paragraph of this Section, or as a result of any other act, error or omission of the delaying Contractor having a contract with the City for the performance of work upon a site, or through any act, error or omission of a subcontractor of the delaying Contractor, the delayed Contractor shall have and make no claim against the City, the City's Authorized Representative or the Program Manager for such damages for delay or other damages, but shall have a right to recover such damages from the delaying Contractor who caused such delay damages or other damages.

The Contractor hereby agrees that if through its failure to comply with the first paragraph of this Section any other Contractor shall suffer loss, expense or any other damages, including but not limited to, damages due to delay and liquidated damages, each delaying Contractor hereby agrees to reimburse such delayed Contractor for all such damages, including liquidated damages, and to indemnify and hold the City harmless from all such claims.

It is the intent of this Section to make all Contractors hereunder intended third-party beneficiaries under this document and related documents, and to give all Contractors the right to directly pursue each other for all damages incurred for failure to comply with the first paragraph of this section, above.

CONSTRUCTION SCHEDULE

SCHEDULE CHART

The Contractor shall prepare and maintain a current detailed progress and schedule chart, in bar graph form, supporting the Work Order completion date. The progress and schedule chart shall be prepared based upon the issue date on the Work Order.

The progress and schedule chart shall indicate commencing and completion dates of each item of work.

Other work may be added to the progress and schedule chart as requested or approved by the City's Authorized Representative. The chart shall be maintained current by coloring or cross-hatching a length of bar to indicate the daily progress towards completion.

SUBMITTALS

Four (4) copies of the progress and schedule chart shall be submitted to the City's Authorized Representative each month with the monthly progress payment estimate until the completion of the Project.

The first progress and schedule chart shall be submitted to the City's Authorized Representative seven (7) days after receipt of a work order.

The Contractor shall submit a projection of estimated monthly payments through the life of the Contract. Projections shall be updated when requested by City's Authorized Representative.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

GENERAL

Submit shop drawings, product data and samples required by specification sections and as requested by the City's Authorized Representative.

Shop drawings, product data and samples are not considered a part of the Contract Documents.

Schedule submissions at least thirty (30) days before reviewed submittals will be needed.

All shop drawings and submittal data shall be in the English language and all dimensions, weights, capacities and other measurements shall be expressed in the standard English system of measurements.

CONTRACTOR RESPONSIBILITIES

Review shop drawings, product data and samples and stamp with Contractor's approval prior to submission. Verify the following:

Field measurements.

Field construction criteria.

Catalog numbers and other data.

Conformance with requirements of Contract Documents.

Coordinate each submittal with the Contract Documents and work schedules to prevent any delay in the work.

Contractor's responsibility for errors and omissions is not relieved by the City's review of submittals.

At time of submission and in writing, notify the City's Authorized Representative of submittal deviations from the Contract Documents. ~~The Contractor's responsibility for deviations from the Contract Documents is not relieved by the City's review of submittals unless the City's Authorized Representative gives written acceptance of specific deviations.~~

Begin no work related to submittals until return of the submittals with an ink stamp and initials or signature indicating "NO EXCEPTIONS TAKEN" or "REVISE AS NOTED".

CITY'S RESPONSIBILITY

Receive submittals from the Contractor, log them and forward them for review.

When the review is completed, finalize the review and return the submittals to the Contractor.

Review submittals within thirty (30) days to prevent any delay in the work. Review of a separate item does not constitute review of an assembly in which the item functions. Review will be for conformance with the design concept of the Project and the Contract Documents.

Affix ink stamp and initials or signature signifying review of submittal.

PREPARATION REQUIREMENTS

Shop Drawings

Preparation by a qualified detailer is required.

For mechanical and electrical work, use twenty-four inch by thirty-six inch (24" x 36") sheet size.

Identify details by reference to sheet and detail numbers on Contract Drawings and equipment numbers, where applicable.

Include on the drawings all information required for submission and submit the Shop Drawing Transmittal.

Product Data

Modify the manufacturer's standard schematic drawings to delete or supplement information as applicable.

For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data, prepare as follows:

Clearly mark each copy to identify pertinent materials, products or models being supplied.

Show dimensions and clearances required for the product being supplied.

Show performance characteristics and capacities.

Show wiring diagrams and controls.

Include on the data all information required for submission and include required information on the transmittal form.

Samples

Submit office samples of sufficient size and quantity to clearly illustrate the following:

Functional characteristics of the product or materials with integrally related parts and attachment devices.

Full range of color samples.

Erect field samples and mock-ups at the Project site at an acceptable location. Construct each sample complete including work of all modes required in finished work.

Include on the transmittal form all information required for submission.

Submit the number of samples specified.

SUBMISSION REQUIREMENTS

General

Accompany each submittal with a Shop Drawing Transmittal Form which includes the following:

Date and transmittal number.

Project title and number.

The names of the Contractor and the supplier or manufacturer.

Identification of product or material being supplied.

Specification volume and section number.

Identification of deviations from the Contract Documents.

All shop drawings shall contain the following:

Field dimensions clearly identified as such.

A blank space on each shop drawing, approximately five inches by five inches (5" by 5"), for an ink stamp.

Contractor's stamp, initialed or signed, certifying review of the submittal, verification of field measurements and compliance with the Contract Documents.

Shop Drawings

The Contractor shall submit two (2) sepias and one (1) print of all sheets larger than eleven inches by seventeen inches (11" by 17") to the City for review and mark-up. The one (1) print will be used as a work (mark-up) copy and will not be returned to the Contractor. All notes, corrections and changes will be marked on each sepia and each sepia will be stamped. All notes, corrections, changes and marks by the City shall be noted in such a manner as to clearly identify them.

When the City's reviews are complete, one (1) marked and stamped sepia of all acceptable submittals will be retained for the City's Project file and the other marked and stamped sepia will be returned to the Contractor for his use.

A submittal will be returned marked "NO EXCEPTIONS TAKEN" if sufficient information is supplied to determine that the item described is equal to that specified. Resubmittal is not required.

A submittal will be returned marked "REVISE AS NOTED" if sufficient information is supplied to determine that the item will be acceptable if certain changes are made. These changes or exceptions will be clearly stated. If the Contractor believes the exceptions require other changes, the additional changes must be submitted for approval. Resubmittal is not required.

If the submittal contains substantial errors and omissions or is not clearly legible, both sepia's will be returned stamped "AMEND AND RESUBMIT". One (1) sepia will be marked and returned with one unmarked sepia. Additional data or details as requested by the City's Authorized Representative or whatever the Contractor believes to be sufficient must be formulated and resubmitted.

Submittal which do not comply with the drawings or do not meet the specifications will be rejected. One (1) sepia stamped "REJECTED" will be marked and returned with all additional unmarked sepia's.

Product Data

All product data must be eight and one-half inches by eleven inches (8-1/2" by 11") or eleven inches by seventeen inches (11" by 17") in size and of quality suitable for reproductions. Items submitted by the Contractor which do not produce an acceptable quality reproduction will be returned without review. The City's Authorized Representative will determine acceptability of the reproductions made from submittals.

The Contractor shall provide four (4) copies plus as many more as the Contractor wants returned of all product data for review and mark-up by the City. All notes, changes and corrections will be marked on each copy and each copy will be stamped. All notes, corrections, changes and marks made by the City shall be clouded in such a manner as to clearly identify the notes, corrections, changes and marks as being that of the City and not a part of the original drawing.

A submittal will be returned marked "NO EXCEPTIONS TAKEN" if sufficient information is supplied to determine that the item described is equal to that specified. Resubmittal is not required.

A submittal will be returned marked "REVISE AS NOTED" if sufficient information is supplied to determine that the item will be acceptable if certain changes are made. These changes or exceptions will be clearly stated. If the Contractor believes the exceptions require other changes, the additional changes must be submitted for approval. Resubmittal is not required if the Contractor agrees with the City's revision.

If a submittal contains substantial errors and submission or is not clearly legible, the submittal will be returned marked "AMEND AND RESUBMIT". One (1) copy will be marked and returned along with the unmarked copies. Additional data or details as requested by the City's Authorized Representative or whatever the Contractor believes to be sufficient must be formulated and resubmitted.

Submittals which do not comply with the drawings and do not meet the specifications will be rejected. Only one (1) copy stamped "REJECTED" will be marked and returned with the unmarked copies to the City for distribution to the Contractor.

When the City's review is complete, four (4) marked and stamped copies will be retained for the City's Project file and all others marked and stamped copies will be returned to the Contractor for his use.

The City's file copy will not be used to make copies for the Contractor or his suppliers.

RESUBMISSION REQUIREMENTS

Transmittal Form

The transmittal form must show the same identifying number as the original submittal plus a letter suffix. The first resubmittal must use the letter "a", the second "b", and so forth.

Shop Drawings

Revise initial drawings as required and resubmit as specified for initial submittal.

Indicate on the drawings any changes which have been made.

Product Data and Samples

Submit revised data and samples in the manner required for initial submission.

BASIS OF PAYMENT

GENERAL

Unit prices in Proposal include all compensation for full completion of all work items in place, and include providing all labor, materials, tools, equipment, services, supplies, incidentals, and all necessary operations.

No costs in connection with work required by Contract Documents for proper and successful completion of Contract will be paid outside of or in addition to prices submitted in Proposal.

Work not specifically set forth in Proposal as pay items shall be considered subsidiary obligations of Contractor and costs shall be included in prices submitted in proposal.

Method of measurement and basis of payment shall be as stipulated in Technical Specification sections.

TECHNICAL SPECIFICATION OPEN CHANNEL FLOW MONITORING

GENERAL

This item shall govern for open channel flow monitoring at locations selected by the City's Authorized Representative. Open channel flow monitoring shall be used to enable separation and quantification of base flows, infiltration and inflow. This data will be used to select areas for the sanitary sewer evaluation subsequent activities and measure results of system rehabilitation.

METHODS

A field review by the Contractor of the proposed metering sites will confirm the hydraulic and engineering adequacy of the sites. If may be necessary to relocate specific sites to take advantage of access or flow hydraulics without affecting desired results. Each proposed metering site will be inspected to insure wastewater flow hydraulics are such that accurate flow rates can be recorded. Any debris or sediment that would influence the determination of wastewater flows will be removed by the Contractor or another appropriate site located. The standard of one meter for approximately every 20,000 feet of system shall be used.

The flow meter used for the monitoring shall be one specifically designed and constructed for such open channel monitoring allowing measurement even during surcharge conditions. Both the fluid velocity and fluid level must be recorded to provide accurate flow rate determination. A electromagnetic velocity transducer will be used to measure velocity and a solid-state piezoresistive pressure transducer will be used to measure level. These transducers will be encapsulated in the same sensor which will be placed into the flow at the bottom of the conduit.

Each meter will be carefully calibrated for accuracy using a lap top computer prior to installation. The meters will be installed using a minimum of a two-man crew and checked once a week for proper performance. More frequent checking will be accomplished as required to ensure proper operation. A formal log will be kept of all inspections and maintenance work performed. The meters will be operated and maintained for a minimum period of 30 days to obtain representative dry weather and wet weather flows covering at least three significant rainfall events of varying intensities. If adequate events do not occur, flow metering will be extended after the approval of the City's Authorized Representative. Flow data will be recorded every fifteen (15) minutes and averaged to determine the flow rate, which will be compared with rainfall. Flow hydrographs and tables will be developed and provided as part of the final report to the City's Authorized Representative.

MEASUREMENT

The work will be measured by the number of open channel flow meters installed and maintained for a period of 30 days, as included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "measurement" will be paid for at the unit price bid, which price shall be full compensation for flow monitoring as specified under "methods" and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. If three significant rainfall events did not occur, "Extended Open Channel Flow Monitoring" shall be paid to the Contractor when flow monitoring is extended past the 30 day initial period with approval of the City's Authorized Representative. The amount paid for "Extended Open Channel Flow Monitoring" for each day of extension will be one-thirtieth ($1/30$) of the amount bid.

TECHNICAL SPECIFICATION PUMP STATION FLOW MONITORING

GENERAL

This item shall govern for pump station flow monitoring at locations selected by the City's Authorized Representative. Pump station flow monitoring shall be used to enable separation and quantification of base flows, infiltration and inflow. This data will be used to select areas for the sanitary sewer evaluation subsequent activities and measure results of system rehabilitation.

METHODS

A field review by the Contractor of the proposed metering sites will confirm the hydraulic and engineering adequacy of the sites. It may be necessary to relocate specific sites to take advantage of access or flow hydraulics without affecting desired results. Each proposed metering site will be inspected to insure wastewater flow hydraulics are such that accurate flow rates can be recorded. The standard of one meter for approximately every 20,000 feet of system shall be used.

The event recorder used for the monitoring shall be one specifically designed and constructed for such pump station monitoring. It will monitor pump cycling and record on-off times. This information combined with calibrated pumping rates, will provide the resulting flow rates for conventional pumping stations.

Volumetric calibrations will be performed by the Contractor on each pumping station where possible. An incremental depth in the wet well will be pumped down with all possible combinations of pumps while the time interval is recorded. Flow into the wet well which cannot be discontinued will be accounted for by timing the fill-up time over the same depth immediately before calibration. For pneumatic ejection lift stations special consideration will be provided, since information from the "on-off" cycles on the strip chart can only be used as a counter and not a timer. Pneumatic ejectors will be calibrated by determining the volume pumped per cycle. An average volume per cycle will be calculated by using the diameter of the wet well and the depth of water drawn down on each cycle. Where calibration is impossible or impractical due to configuration, pump problems or extremely low flows, the manufacturer's ratings will be used and may be adjusted based upon estimated inefficiencies due to wear.

A twenty-four (24) hour notification will be provided the City's Authorized Representative by the Contractor before installation is accomplished. Installation of the event recorders will be accomplished by a minimum two-man crew, with at least one being a licensed electrician. At a minimum, each event recorder will be checked once a week for proper performance. More frequent checking will be accomplished as required to ensure proper operation. A formal log will be kept of all inspections and maintenance work performed. The event recorders will be operated and maintained for a minimum period of 30 days to obtain representative dry weather and wet weather flows covering at least three significant rainfall events of varying intensities. If adequate events do not occur, flow metering will be extended after the approval of the City's Authorized Representative. Flow hydrographs and tables will be developed and provided as part of the final report to the City's Authorized Representative.

MEASUREMENT

The work will be measured by the number of pump station event recorders installed and maintained for a period of 30 days, as included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "measurement" will be paid for at the unit price bid, which price shall be full compensation for flow monitoring as specified under "methods" and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. If three significant rainfall events did not occur, "Extended Pump Station Flow Monitoring" shall be paid to the Contractor when flow monitoring is extended past the 30 day initial period with approval of the City's Authorized Representative. The amount paid for "Extended Pump Station Flow Monitoring" for each day of extension will be one-thirtieth ($1/30$) of the amount bid.

TECHNICAL SPECIFICATION RAINFALL MEASUREMENT

GENERAL

This item shall govern for rainfall measurement at locations selected by the City's Authorized Representative. An accurate measurement of storm intensities and duration is necessary to develop a relationship of monitored flows and rainfall events. This data will be used to select areas for the sanitary sewer evaluation subsequent activities and measure results of system rehabilitation.

METHOD

A field review by the Contractor of the proposed metering sites will confirm the adequacy of the sites. Rain gauges shall be installed on a level plot of ground, at a distance from any object of at least two and preferably four times the height of the object above the top of the gauge. The gauge must be exposed with the rim of the receiver in a horizontal plane and at a level well above the average level of snow surfaces. Roof-mounting of rain gauges will be avoided when possible. Air currents at heights other than at ground level have been observed to cause an apparent decrease in rainfall catch commensurate with the increase in mounting height above ground level. Objects which individually or in small groups constitute a "windbreak" reduce prevailing wind speed in the vicinity of the gauge. This reduction of wind speed will, as a consequence, also reduce possible eddy currents and turbulence around the gauge. The presence of such objects is usually beneficial in providing a more accurate rainfall catch. Ideally, the "windbreak" objects (fences, bushes, etc.) should be generally uniform in height and distance from the gauge. Height above the gauge should not exceed about twice their distance from the gauge. The standard of one (1) meter for every ten (ten) flow meters and/or event recorders will be used.

The electric rain gauge transmitter used for the monitoring shall be one specifically designed and constructed for such rain measurement. This transmitter will basically consist of a collector and series of funnels to divert the rain water to a tipping bucket mechanism. The collector and tipping bucket will be designed such that each hundredth of an inch of rain causes the alternate fill and tip of the mechanism. A sealed glass enclosed mercury switch attached to the mechanism provides an electrical impulse with each tip of the bucket. This signal is then transmitted via a two-conductor cable to the event recorder. The transmitter will be fully automatic and require no attention. Either 120 volt AC power or a battery may be used to apply the power to produce the required pulse.

The rain gauges will be installed by the Contractor using a minimum of a two-man crew and checked once a week for proper performance. More frequent checking will be accomplished as required to ensure proper operation. A formal log will be kept of all inspections and maintenance work performed. The rain gauges will be operated and maintained for a minimum period of 30 days to obtain representative dry weather and wet weather flows covering at least three significant rainfall events of varying intensities. If adequate events do not occur, rainfall metering will be extended after the approval of the City's Authorized Representative. Flow hydrographs and tables will be developed and provided as part of the final report to the City's Authorized Representative.

MEASUREMENT

The work will be measured by the number of rain gauges installed and maintained for a period of 30 days, as included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "measurement" will be paid for at the unit price bid, which price shall be full compensation for rainfall measurement as specified under "methods", and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. If three significant rainfall events did not occur, "Extended Rainfall Measurement" shall be paid to the Contractor when rainfall measurement is extended past the 30 day initial period with approval of the City's Authorized Representative. The amount paid for "Extended Rainfall Measurement" for each day of extension will be one-thirtieth (1/30) of the amount bid.

TECHNICAL SPECIFICATION GROUNDWATER MEASUREMENT

GENERAL

This item shall govern for groundwater measurement at locations selected by the City's Authorized Representative. Groundwater measurement will be used in conjunction with flow monitoring to enable determination of groundwater effect on infiltration. This data will be used to select areas for the sanitary sewer evaluation subsequent activities and measure results of system rehabilitation.

METHODS

A field review by the Contractor of the proposed measurement sites will confirm the adequacy of the sites. It may be necessary to relocate specific sites to take advantage of access.

The groundwater meter used for the measurement shall be one specifically designed and constructed for such groundwater measurement. It will use a well designed probe, attached to a permanently marked polyethylene flat tape cable, fitted on a well-balanced kneel. The conductors embedded within the flat tape cable, will have seven strands of stainless steel. The probe will incorporate an insulating gap between electrodes so that when the contact is made with static water, the circuit is completed, sending a signal back to the kneel, which activates a buzzer and/or light. The water level will then be determined by taking a reading directly from the cable, at the top of the well casing or borehole.

The groundwater will be checked once a week by a one/two man crew during the flow monitoring period. A formal log will be kept of all measurements, with level, time and date. The groundwater levels will be provided as part of the final report to the City's Authorized Representative.

MEASUREMENT

The work will be measured by the number of well casing or borehole sites checked during the 30 day flow monitoring period, as included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "measurement" will be paid for at the unit price bid, which price shall be full compensation for measurement as specified under "methods" and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. If flow monitoring is extended past the 30 day period, "Extended Groundwater Measurement" shall be paid to the Contractor. The amount paid for "Extended Groundwater Measurement" for each day of extension will be one-thirtieth (1/30) of the amount bid.

TECHNICAL SPECIFICATION PHYSICAL INSPECTION OF MANHOLES

GENERAL

This item shall govern for physical inspection of manholes at locations selected by the City's Authorized Representative. Manholes shall be inspected to locate defects in a manhole or pipes entering or exiting a manhole which is causing or could cause infiltration/inflow, erosion and degradation to the sewer system, other underground utilities or surface structures.

METHOD

Observations shall be recorded on the Manhole Inspection Report form (Exhibit A). The information recorded on this form shall include location of manhole, relationship of manhole incoming and outgoing pipes, size of pipes, depth and diameter of manhole, condition of cover and frame, type of material and condition of corbel and walls, signs of infiltration/inflow, and any other pertinent information which would effect a manhole rehabilitation decision. The pipes entering and exiting the manhole shall be inspected from the manhole and such conditions as type of pipe material, joint condition, signs of joint leakage, presence of roots, and amount of debris in the pipes shall also be recorded on the inspection report form.

Collected data shall be entered into a data management system for use in preparation of the "Evaluation Reports" as described in these Specifications.

MEASUREMENT

The work will be measured as one (1) unit for each manhole completely inspected and as one-half (1/2) unit for each manhole partially inspected due to surcharging conditions. Only those manholes included on a work order issued by the City's Authorized Representative shall be considered for measurement.

PAYMENT

All work performed and measured as provided under "measurement" will be paid for at the unit price bid, which price shall be full compensation for inspecting manholes as specified under "methods", and for furnishing all labor, tools, equipment and incidental necessary to complete the work. Not more than one and one-half (1-1/2) units shall be paid for inspection of any single manhole. No payment shall be made for manholes unlocated or unopened.

TECHNICAL SPECIFICATION SMOKE TESTING

GENERAL

This item shall govern for smoke testing of line sections at locations selected by the City's Authorized Representative. Line sections shall be smoke tested to locate significant defects which are causing or could cause soil infiltration/inflow, soil erosion and degradation to the sewer system, other underground utilities or surface structures.

METHODS

The smoke shall be blown by a specially designed gasoline powered "squirrel cage" blower located on top of a central manhole. Blower pressure must be adequate to force smoke throughout the isolated line sections and to the ground surface through cracks, channels, etc. from which rain water inadvertently enters the sewer system defects resulting in infiltration/inflow, soil erosion and undermining of streets and sidewalks. Only one line section on either side of the blower shall be tested on a set-up. Where practical, line sections shall be sandbagged at the ends of the test sections during smoke testing so that additional blower pressure will be created.

Observations of leaks at the manhole and along the line sections shall be recorded on the Field Inspection Test form (Exhibit B). The information recorded on this form shall include line section number, description and location of any leaks observed. Also, included shall be a sketch of the line layout. Color Polaroid photographs shall be taken of all manhole and line leaks. The main purpose of the photograph is to locate the leak for future testing and rehabilitation purposes. Normally, the photograph should show smoke emitting from the located leak.

Recognizing that good public relations are an important part of an effective smoke testing program, notification of the citizenry and involvement of local officials shall be adhered to by the Contractor. A hand-bill, announcing and describing the smoke testing program will be distributed to each household or sewer system customer on line sections scheduled for testing prior to testing. Close communications by the Contractor with the City's Authorized Representative, local officials, sewer officials, the police and fire department shall be maintained so no major problems will arise.

Collected data shall be entered into a data management system for use in preparation of the "Evaluation Reports" as described in these Specifications.

MEASUREMENT

The work will be measured by the length of each line section smoke tested, which was included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "Measurement" will be paid for at the unit price bid, which price shall be full compensation for smoke testing as specified under "Methods", and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. No payment shall be made for smoke testing line sections which are totally surcharged or blocked.

TECHNICAL SPECIFICATION DYE-WATER FLOODING

GENERAL

This term shall govern for dye-water flooding at locations selected by the City's Authorized Representative. Dye-water flooding is a technique used to trace and identify specific defects which are causing or could cause soil infiltration/inflow, soil erosion and degradation to the sewer system, other underground utilities or surface structures.

METHODS

Dye-water flooding is accomplished by flooding the ground surface or a storm drain line section with dyed-water to simulate a stormwater runoff condition. Dye-water flooding will often be accomplished in conjunction with TV inspection.

The results of dye-water flooding shall be recorded on Dye Water Flooding Test (Exhibit C form). The information recorded on this form shall include location of manhole or line flooded, lines plugged, location(s) flooded along line, location(s) leaks were observed in sewer or drain pipe, and any other pertinent information regarding the test results which would effect a rehabilitation decision. Photographs shall be taken of the dye-water flooding in progress and, when possible, photographs shall be made of the leaks located.

Collected data shall be entered into a data management system for use in preparation of the "Evaluation Reports" as described in these Specifications.

MEASUREMENT

The work will be measured as one (1) unit for each dye-water flooding test completed. Only those dye-water flooding tests included on a work order issued by the City's Authorized Representative shall be considered for measurement.

PAYMENT

All work performed and measured as provided under "Measurement" will be paid for at the unit price bid, which price shall be full compensation for dye-water flooding as specified under "methods", and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

TECHNICAL SPECIFICATIONS CLEANING

GENERAL

This item shall govern for the removal of internal deposits, sludge, dirt and broken pipe, etc., from the existing line sections at locations selected by the City's Authorized Representative.

METHODS

Manholes and sewer lines selected for cleaning or preparatory cleaning shall be cleaned using the most cost-effective method as determined by the evaluation of accumulated information. A daily log shall be maintained to record the location of the manholes and sewer lines cleaned, lengths of the lines cleaned, method of cleaning, line sizes and volume and type of debris removed. Payment for cleaning work shall be at the unit prices bid for the pipe size and volume of debris as reported on the daily log by the Contractor.

The equipment which is expected to be used for the majority of the cleaning work on this project is a high velocity sewer cleaner. Other equipment which might be necessary and shall be available includes bucket machines, rod machines, hydraulic root cutters, vacuum trucks and balling equipment appropriate to the need. If the cleaning of the entire section cannot be successfully performed from one manhole, the equipment shall be re-setup on the other manhole and cleaning again attempted. If again successful cleaning cannot be performed, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned until an excavation and point repair can be made and the cleaning operation can be resumed. If results of the cleaning are favorable, the Contractor will proceed with the TV inspection. All sludge, dirt, sand, rocks and other solid or semi-solid materials resulting from the cleaning operation shall be removed from the downstream manhole of the section being cleaned. The Contractor shall not be responsible for removing mortar or other material which is securely attached to the pipe walls or joints.

Materials shall be disposed of from the site not less often than once at the end of each work day. The City shall furnish sites for disposal of materials removed from the sewer system and there shall be no cost to the Contractor for disposal of the materials at the designated site. A site for disposal of materials shall be located a distance of not more than five (5) miles from a work location.

Within 48 hours notice, the Contractor must respond to a work order requiring a high-velocity cleaning unit at a work site location.

Collected data shall be entered into a data management system for use in preparation of the "Evaluation Reports" as described in these Specifications.

MEASUREMENT

The work will be measured by the length of each line section cleaned which was included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under measurement will be paid for at the unit price bid; which price shall be full compensation for cleaning as specified under "Methods", and for furnishing all labor, tools, equipment and incidentals necessary to complete the work:

TECHNICAL SPECIFICATION ROOT REMOVAL

GENERAL

This item shall govern for removal of roots from pipe joints at locations selected by the City's Authorized Representative.

METHODS

Special precautions should be exercised to assure removal of visible roots from the joint area which could prevent the sealing of a grouting packer or could effect other rehabilitation of the pipe. The use of mechanical devices such as rodding machines, expanding root cutters and porcupines, and hydraulic procedures such as high pressure jet cleaners shall be used, if required. When roots are encountered in a pipe, the Contractor shall notify the City's Authorized Representative before proceeding with root removal. All roots removed from the joint area shall be removed from the downstream manhole of the line section containing the roots.

The work shall be performed in a manner which will not damage the pipe, manholes or access points and the working area. The Contractor shall repair any damage and restore the working area at his expense.

MEASUREMENT

The work will be measured by the length of each line section that roots were removed in and which was included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "Measurement" will be paid for at the unit price bid, which price shall be full compensation for root removal as specified under "Methods", and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

TECHNICAL SPECIFICATION TELEVISION INSPECTION

GENERAL

This item shall govern for the closed circuit televising and video taping of existing line sections selected by the City's Authorized Representative. The interior of the line sections shall be carefully inspected to determine the location and extent of any breaks or obstacles, the quantities of infiltration/inflow, and the location of service connections.

METHODS

The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall produce a "color" picture quality to the reasonable satisfaction of the City's Authorized Representative; and if unsatisfactory, the equipment shall be replaced with satisfactory quality producing equipment.

The camera shall be moved through the line section in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire line section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire line section because of an obstruction, the inspection shall be considered complete and no additional inspection work will be required.

When manually operated winches are used to pull the television camera through the line section, telephones or other suitable means of communication shall be set up between the two manholes of the line section being inspected to insure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the City's Authorized Representative.

A videotape recording of each line section shall be made by the Contractor and this recording shall provide a complete "color" video and audio record of the entire inspection. The TV unit shall have the capability of displaying on video tape written information concerning the pipe inspected. The Contractor shall produce, for each major pipe defect observed, a color high quality still picture from a computer generated printout on bond paper for inclusion in the report.

All visual observations shall be recorded by the Contractor on the "Television Inspection Report" form (Exhibit D). The Contractor shall electronically input and record the data into the Contractor's FIMS system and deliver the data to the City as described in these Technical Specifications. The report produced shall indicate the internal condition of the line section, the deviations in line and grade, abnormal conditions of the pipe barrel and joints, building sewer connection locations, and the location and estimated quantity of each source of infiltration and inflow.

MEASUREMENT

The work will be measured by the length of each line section television inspected which was included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "Measurement" will be paid for at the unit price bid, which price shall be full compensation for television inspection as specified under "Methods," and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. "Additional Set Up for TV Inspection" shall be paid to the Contractor when the Contractor is not able to complete inspection on a line section because of an obstruction; and, the Contractor sets up his equipment at the opposite manhole of the line section in an attempt to complete the inspection.

TECHNICAL SPECIFICATION EVALUATION REPORTS

GENERAL

This item shall govern for preparation of evaluation reports during various stages of the contract work progression. Three types of evaluation reports shall be prepared:

Flow Monitoring Subsystem Evaluation Report (Which Subsystems Should Be Further Evaluated)

Interim Subsystem Evaluation Report (Where to Clean, TV and Dye Water Flood)

Pre-Rehabilitation Subsystem Evaluation Report (Where to Rehabilitate)

METHODS

Flow Monitoring Subsystem Evaluation Report: This report shall be prepared and submitted to the City's Authorized Representative within two (2) weeks after completion of flow monitoring, rainfall measurement and groundwater measurement as described in a work order issued by the City's Authorized Representative. The report shall include the following:

Recap of field work task completed.

Hydrographs reflecting flow versus rainfall and groundwater.

Recommendations for further study.

Raw data for flow, rainfall and groundwater measurement submitted as appendices to report.

Interim Subsystem Evaluation Report: This report shall be prepared and submitted to the City's Authorized Representative within two (2) weeks after completion of physical inspection of manholes and smoke testing as described in a work order issued by the City's Authorized Representative. The report shall include the following:

Recap of field work task quantities completed.

Summary tables of defects located on each service line, manhole and main line section with estimated quantity of I/I contributed to the subsystem by each defect or group of defects.

Recommended method(s) and estimated cost(s) of rehabilitation on defect(s) requiring no additional field evaluation work.

Estimated quantities of I/I which can be removed by alternative rehabilitation methods.

Comparison of cost to rehabilitate the I/I source(s) to the cost of transporting and treating the I/I.

Listing of service lines and main line sections with observed problems noted which require cleaning, television inspection and dye water flooding to determine most advantageous method of rehabilitation.

Field reports submitted as appendices to report.

Pre-Rehabilitation Subsystem Evaluation Report: This report shall be prepared and submitted to the City's Authorized Representative within two (2) weeks after completion of dye-water flooding, cleaning, root removal and television inspection within a subsystem as described in a work order issued by the City's Authorized Representative. The report shall be an update of the Interim Subsystem Evaluation Report and shall include the following:

Recap of field work task quantities completed.

Summary tables of defects located on each service line or main line section by television inspection with estimated quantity of I/I contributed to the subsystem by each defect or group of defects.

Recommended method(s) and estimated cost(s) of rehabilitation on lines television inspected.

Estimated quantities of I/I which can be removed by alternative rehabilitation methods.

Comparison of cost to rehabilitate the I/I source(s) to the cost of transporting and treating the I/I.

Table of all recommended rehabilitation with estimated cost and repair schedule.

Field reports submitted as appendices to report.

The City's Authorized Representative shall furnish transportation and treatment costs as required by the Contractor to accomplish the specified tasks.

The City may perform hydraulic analysis on parts of the system as required. The contractor shall coordinate with the City in utilizing the results of these hydraulic analyses to supplement the contractor's data information for system evaluation purposes and rehabilitation method recommendations.

MEASUREMENT

This work is incidental to the tasks reported.

PAYMENT

No additional payment will be made for reporting.

TECHNICAL SPECIFICATION BYPASS PUMPING

GENERAL

This item shall govern for bypass pumping sewage flow around a line section when directed by the City's Authorized Representative.

METHODS

The Contractor will be required to provide adequate pumping equipment and force main in order to maintain continuous sewage flow. Under no circumstances shall flow be interrupted or stopped. The location of the pump(s), force main, discharge point, etc., shall be approved by the City's Authorized Representative. The Contractor shall provide adequate sized pumps and hoses to bypass sewage flow at peak flow time. The City's Authorized Representative shall approve of the Contractor's proposed pump and hose sizes before installation of the equipment. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent sanitary sewer system.

MEASUREMENT

The work will be measured by the setup of bypass pumping equipment at each location which was included on a work order issued by the City's Authorized Representative, and by the actual number of hours bypass pumping occurs.

PAYMENT

All work performed and measured as provided under "Measurement" will be paid for at the unit price bid, which price shall be full compensation for bypass pumping as specified under "Methods", and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

TECHNICAL SPECIFICATION RECONSTRUCTION OF SEWERS BY CURED-IN-PLACE PIPE (CIPP)

GENERAL

It is the intent of this specification to provide for the reconstruction of existing sewer lines by forming a new pipe within an existing structurally deteriorated pipe which has generally maintained its original shape. The cured-in-place-pipe (CIPP) shall provide flow capacity equal to or greater than 100% of the original pipe's flow capacity when new. The installation of the CIPP shall be accomplished by the use of the Insituform Process or approved equal process. The process is defined as the reconstruction of sewer lines by installation of a thermosetting resin impregnated flexible felt fiber tube coated on one side with polyurethane which is inverted into the existing sewer line utilizing a water column. Curing is accomplished by circulating hot water (or other approved fluid) throughout the length of the inverted tube to cure the thermosetting resin into a hard impermeable pipe with the polyurethane coating on the inside surface of the new pipe. The pipe shall extend the full length of the original pipe and shall provide a structurally sound, jointless, close-fitting, cured-in-place-pipe.

A bidder may propose a proven alternate method of CIPP instead of the procedure described in this Specification. Such a proposal will be accepted by the City's Authorized Representative if it has been approved as an equal to the method described in this Specification, and it must be granted a minimum of ten (10) days prior to bid opening.

METHODS

Reference Specifications: This specification references Insituform of North America (INA) Standard Test Methods which are made a part hereof by such reference and shall be the latest editions and revisions thereof. Test methods of other approved equal processes shall be reviewed for approval by the City's Authorized Representative. ASTM F1216 shall govern when this specification does not address installation methods and materials.

General Corrosion Requirements: The CIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage.

Waste Analysis (Industrial Areas Only): In industrial areas where sewers are subject to possible organics and inorganics other than normal domestic sewage, the City's Authorized Representative shall obtain samples of the dry weather sewage for chemical content analysis. This analysis shall be supplied to the Contractor for his information. The Contractor shall supply various types of cured resin coupons to the City's Authorized Representative for the City's use in selection of the appropriate resin.

Materials:

The flexible felt fiber tube shall be fabricated to a size that when installed it will neatly fit the internal circumference of the conduit specified by the City. An allowance shall be made for some circumferential stretching during inversion.

The minimum length shall be that deemed necessary by the Contractor to effectively span the distance from the inlet to the outlet of the respective manholes unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation of the tube with resin. Individual inversion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the City's Authorized Representative.

The outside of the tube, before installation, shall have an impermeable plastic coating. This coating will form the inner layer of the finished pipe and is required for enhancement of corrosion, flow, and abrasion properties.

The layers which constitute the pipe wall must be such that when the thermosetting resin cures, the total wall thickness must be homogeneous with no internal layer of plastic which might weaken the pipe wall and allow internal shear. When cured the CIPP must form a mechanical bond with the conduit.

Unless otherwise specified, the Contractor shall furnish a general purpose, unsaturated, polyester resin and catalyst system compatible with the inversion process that provides cured physical strengths specified herein.

The materials used shall result in an installed CIPP flow capacity which will have equal to or greater than 100% of the original pipe's flow capacity when new.

A bidder may propose alternate materials to perform the lining. This proposal must have a minimum of ten (10) days prior approval as an equal prior to bid opening. This approval may only come from the City's Authorized Representative.

The Contractor shall have on hand sufficient material to perform the work he is assigned within ten (10) days of Notice to Proceed.

The existing sewers, where designated or required shall be lined using materials and workmanship which can be adapted to the restrictions of the work site. The Contractor shall not begin this phase of the work until there is sufficient materials on hand to complete the job.

The Contractor shall furnish to the City's Authorized Representative, prior to use of the lining material, satisfactory certification from an approved testing laboratory as to the results of testing the proposed lining material.

In addition to the above structural requirements, satisfactory evidence shall be provided by the Contractor to the City's Authorized Representative that the proposed lining material will incorporate a polyester resin that is suitable for chemical resistance.

Physical Strength: The CIPP shall conform to the minimum structural standards, as listed below:

		Pipe Size
Flexural Stress	#101 (Modified ASTM D-790)	4,000 psi
Flexural Modulus	#101 (Modified ASTM D-790)	250,000 psi
of Elasticity		8" thru 14"
		400,000 psi 18" & greater

(Values shown are for polyester resins commonly used in the United States. Values for non-typical polyester, vinyl ester and epoxy resins may be substituted when applicable.)

Deviations: The Contractor shall submit his price proposal for the appropriate length, size and thickness designated in the proposal section. The deterioration of sewers is an ongoing process. Should pre-inversion inspections reveal the sewers to be substantially different conditions than those in the design consideration, the Contractor shall request appropriate changes in the CIPP thickness, supporting such request with design data based upon the structural design parameters contained in the latest edition of the Insituform Engineering Design Guide or the design guide of an approved equal process. The deviation, if approved, shall be reflected by the appropriate increase or reduction in the unit cost for that size as agreed to by the City's Authorized Representative.

Pre-Installation Procedures: The following installation procedures shall be adhered to unless otherwise approved by the City's Authorized Representative.

Safety: The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving work on an elevated platform and entry into a confined space or the use of steam.

Pre-Inversion Cleaning: It shall be the responsibility of the Contractor to remove all loose debris which is located within the sewer pipe.

Pre-inversion Inspection: Inspection of sewer pipe shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television inspection. The interior of the pipe shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the CIPP, and it shall be noted so that these conditions can be corrected. A videotape and suitable log shall be kept for late reference by the City and/or Contractor.

Bypassing Sewage: When required for acceptable completion of an inversion process, the Contractor shall provide for sewage flow maintenance around the section or sections of pipe designated for the inversion process. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.

Line Obstructions: If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, such as heavy solids, dropped joints, protruding service connections or collapsed pipe that will prevent completion of the inversion process, then a point repair evacuation shall be made by the City or the City's designated contractor to uncover and remove or repair the obstruction.

Installation Procedures

Wet Out - The Contractor shall designate a location where the tube will be impregnated ("wet out") with resin using distribution rollers and vacuum to thoroughly saturate the tube felt fiber prior to installation. This must be done to ensure that there will be no resin voids or weak areas. The Contractor shall allow the City's Authorized Representative to inspect the materials and wet out procedure. A catalyst system compatible with the resin and tube shall be used.

Insertion - The wet out tube shall be inserted through an existing manhole or other approved access by means of an inversion process and the application of a water column sufficient to fully extend it to the next designated manhole or termination point. The tube end shall initially be turned inside out and attached to a platform ring or standpipe. The inversion water column will be adjusted to be of sufficient height to cause the impregnated tube to invert from manhole to manhole and hold the tube tight against the existing pipe wall, produce dimples at side connections, and flared bends at the manholes.

The Contractor shall not be allowed to pull the wet out tube in place unless the Contractor can prove that this method of installation does not result in tears or abrasion of the tube and uneven redistribution of resin.

Curing - After the insertion is completed, the Contractor shall supply a suitable heat source and water recirculation system capable of delivering hot water uniformly throughout the section to effect a consistent cure of the resin. The curing temperature shall be that recommended by the resin/catalyst system manufacturer. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated tube and the invert of the original pipe at the manhole(s) to determine the temperatures during the resin curing process. Initial cure shall be considered to be hard and the remote temperature sensing device indicates the cure period to be of adequate duration as recommended by the resin/catalyst system manufacturer and modified for the inversion process.

Cool-down - The Contractor shall cool the hardened CIPP to a temperature below 100 degrees Fahrenheit before relieving the water column. Cool water may be added to the water column while draining hot water from a small hole at the opposite end of the CIPP so that a constant water column height is maintained until cool-down is completed. Care shall be taken in the release of the water column so that a vacuum will not be developed that could damage the newly installed CIPP.

Warranty - The finished CIPP shall be continuous over the entire length of an inversion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination. It shall also meet the leakage requirements or pressure test specified below. During the warranty period any defects which will affect the integrity or strength of the CIPP shall be repaired at the Contractor's expense in a manner mutually agreed to by the City and the Contractor.

Sealing at Manholes: If the CIPP fails to make a tight seal at a manhole, the Contractor shall apply a seal at that point. The seal shall be of a material compatible with the CIPP material.

Service Connections: After the CIPP has been cured in place, the Contractor shall reopen the existing active service connections as designated by the City's Authorized Representative. This shall generally be done without excavation, and in the case of non-man entry pipe, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes the service connection to not less than 90% capacity. Cutting devices that use high pressure water shall not be used since they may cause damage to the lateral. When fiberglass or other reinforcing fibers are used, that may cause wicking at lateral openings, the lateral opening edges must be sealed with a resin mixture compatible with the tube resin.

Testing: The watertightness of the CIPP shall be gauged by monitoring the water level in the inversion tube while curing. The water testing must be done directly on the finished product and not on an intermediary hose which is not part of the final product.

For each installation the Contractor shall submit testing results on a sample of cured liner. The sample shall be taken at termination point opposite the liner entry point. The testing shall be accomplished by a laboratory approved by the City's Authorized Representative.

Clean-Up: Upon acceptance of the installation work and testing, the Contractor shall reinstate the project area affected by his operations.

Patents: The inversion process is patented and is installed by licensed Contractors. The Contractor shall warrant to the City that the methods, materials and equipment used herein, where covered by license are furnished in accordance with such license and the prices included in this proposal include applicable royalties and fees in accordance with such license. The Contractor shall warrant and save harmless the City against all claims for patent infringement and any loss thereof.

MEASUREMENT

The work will be measured by the actual length of each section reconstructed. Service reconnections shall be measured by the actual number of reconnections made irrespective of pipe size or whether the service is for single, double, or multi service. Only those line sections included on a work order issued by the City's Authorized Representative shall be considered for measurement.

PAYMENT

Payment for the work completed shall be in accordance with the prices set forth in the proposal for the linear foot quantity as measured from center-of-manhole to center-of-manhole on a reconstructed sewer pipe section.

Initial (first time) cleaning and television inspection work, if required, shall be accomplished as specified by the "Cleaning" and "Television Inspection" Technical Specifications. Payment shall be in addition to that for installation of CIPP.

Payment for installation of CIPP shall be for pre-inversion cleaning, pre-inversion inspection, wet out tube, insertion of tube, curing of tube, sealing CIPP in manholes, testing, and cleanup.

Payment for reopening the existing service connections from the interior of the pipe shall be in addition to that for installation of CIPP.

**TECHNICAL SPECIFICATION
RECONSTRUCTION OF SEWERS BY PROGRESSIVELY ROUNDED PLASTIC
PIPE (PRPP)**

GENERAL

It is the intent of this specification to provide for the reconstruction of existing sewer lines by installing a new pipe within an existing structurally deteriorated pipe which has generally maintained its original shape. The progressively rounded plastic pipe (PRPP) shall provide flow capacity equal to or greater than 100% of the existing pipe's current flow capacity and fit tight against the existing pipe walls so the two annular space exists. The installation of the PRPP shall be accomplished by the use of the NuPipe Process or approved equal process. The process is defined as the reconstruction of sanitary sewer lines by the insertion of a folded and preheated PVC pipe which is then pressurized internally in a progressive manner causing it to unfold and expand against the interior surface of the original pipe. The finished product shall extend over the installation length in a continuous, tight fitting, watertight, pipe-within-a-pipe.

A bidder may propose a proven alternate method of PRPP instead of the procedure described in this Specification. Such a proposal will be accepted by the City if it has been approved as an equal to the method described in this Specification. This approval must come from the City's Authorized Representative and it must be granted a minimum of ten (10) days prior to bid opening.

METHODS

Reference Specifications: This specification references American Society of Testing and Materials, ASTM, standards which are made part hereof by such reference and shall be the latest edition and revision thereof.

D618	Methods of Conditioning Plastics and Electrical Insulating Materials for Testing
D883	Definitions of Terms Relating to Plastics
D1600	Standard Abbreviations of Terms Relating to Plastics
D1784	Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chloride Poly (Vinyl Chloride) (CPVC) Compounds
D2122	Test Method of Determining Dimensions of Thermoplastic Pipe and Fittings.
D2152	Test Method for Degree of Fusion of Extruded Poly (Vinyl Chloride) (PVC) Pipe and Molded Fittings by Acetone Immersion
D2412	Test Method of External Loading Properties of Plastic Pipe by Parallel-Plate Loading
D2444	Test Method for Impact Resistance of Thermoplastic Pipe Fittings by Means of a Tup (Falling Weight)
D3034	Type PSM (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

F412

Definitions of Terms Relating to Plastic Pipe Systems

The Contractor shall verify by Third Party Testing that the folded pipe retains the same physical properties after installation as that specified in these ASTM standards.

Materials:

PRPP shall meet the performance requirements of ASTM D3043 including the following physical tests.

Pipe Flattening	To 40% of outside diameter
Pipe Impact Resistance	210 ft-lbf
Pipe Stiffness	46 psi

The PVC compound used for the folded pipe shall conform to ASTM D1784 classification 12454-B or 12454-C which requires the following minimum property values:

Base Resin	Polyvinyl Chloride Homopolymer
Impact Strength (Izod)	0.65 ft-lbf/in
Tensile Strength	7000 psi
Modulus of Elasticity in Tension	400,000 psi
Deflection Temp. under Load	158 °

Compounds that have different cell classifications because one or more properties are superior to those of the specified compounds are also acceptable. Materials which have a history of environmental stress cracking or do not have ultraviolet light protection are not acceptable.

The PVC pipe shall be manufactured in the folded shape and spooled in a continuous length for storage and shipping to the job site.

The minimum length of the PVC folded pipe shall be that deemed necessary by the Contractor to effectively span the distance from the inlet to the outlet of the respective manholes unless otherwise specified. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the City's Authorized Representative.

The equivalent outside diameter of the PVC folded pipe shall be fabricated to a size that when installed and rounded will neatly fit the internal circumference of the conduit. The pipe wall thickness shall be designed to withstand a minimum 25' of hydrostatic water head pressure.

Deviations: The Contractor shall submit his price proposal for the appropriate length, size and thickness designated in the proposal section. The deterioration of sewers is an ongoing process. Should pre-installation inspections reveal the sewers to be in substantially different conditions than those in the design consideration, the Contractor shall request appropriate changes supporting such request with design data based upon the structural design parameters contained in the latest edition of the NuPipe Engineering Design Guide or the design guide of an approved equal process. The deviation, if approved, shall be reflected by the appropriate increase or reduction in the unit cost for that size as agreed to by the City's Authorized Representative.

Pre-Installation Procedures: The following installation procedures shall be adhered to unless otherwise approved by the City's Authorized Representative.

Safety - The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entry into a confined space and the use of steam.

Pre-Installation Cleaning - It shall be the responsibility of the Contractor to remove all loose debris which is located within the sewer pipe.

Pre-Installation Inspection - Inspection of sewer pipe shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television inspection. The interior of the pipe shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the PRPP, and it shall be noted so that these conditions can be corrected. A videotape and suitable log shall be kept for later reference by the City and/or Contractor.

Bypassing Sewage - When required for acceptable completion of a PRPP installation task, the Contractor shall provide for sewage flow maintenance around the section or sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.

Line Obstructions - If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, such as heavy solids, dropped joints, protruding service connections or collapsed pipe that will prevent completion of the installation process, then a point repair excavation shall be made by the City or the City's designated contractor to uncover and remove or repair the obstruction.

Installation Procedures:

Pre-heating - Prior to installation, the PVC folded pipe shall be heated to make it flexible for insertion into the existing pipe through manholes or other approved pipe access point. The material must be adequately heated to assure that the axial bending limits established by the material manufacturer are not exceeded during installation; but, the heating temperature shall not exceed 240 F. Pre-heating of the folded pipe prior to installation and continuous heating during insertion of the folded pipe is required. The Contractor shall satisfy the City's Authorized Representative that the pipe material will not be excessively strained during bending of the pipe while installing through manholes.

Insertion - If required by site conditions, a heat containment tube may be placed inside the host pipe in order to assist the retention of heat necessary to soften the folded pipe.

A cable shall be strung through the existing pipe to be reconstructed and attached to the folded PVC pipe. The folded PVC pipe shall be inserted into the existing pipe through an existing manhole or other access point. The pulling force shall be controlled so that scarring of the folded pipe will not occur. Gouge protection devices shall be installed prior to pulling the PVC pipe.

After it is fully extended within the existing pipe, the folded PVC pipe shall be cut-off at the starting point and restrained at the terminating point.

Through the use of steam, air pressure and a specially designed rounding device, the folded PVC pipe shall be unfolded and rounded out in a progressive manner, from the starting point to the terminating point. This shall conform the PVC pipe to the host pipe and expel fluids which may collect between the PVC pipe and the host pipe. Processes which allow steam to enter service laterals are unacceptable. This process shall also form dimples in the PVC pipe at service connections. Progressive rounding or other process methods shall be used to eliminate the potential of trapping external water will not be accepted. Pressure shall not exceed 15 PSI and temperature shall not exceed 240 F during the progressive rounding procedure. Pressures and temperatures shall be continually recorded by electronic measuring/recording devices during the entire progressive rounding procedure.

Cool-Down - The Contractor shall cool the PVC pipe to a temperature as directed by the manufacturer before relieving the pressure required to hold the PVC pipe against the existing pipe wall.

Warranty - The finished PRPP shall be continuous over the entire length of the installation and be free as commercially practicable from visual defects. After the work is completed, the Contractor will provide the City with a videotape showing the completed work including the re-established service connections.

During the warranty period, any defects which will affect the integrity or strength of the PRPP shall be repaired at the Contractor's expense, in a manner mutually agreed to by the City's Authorized Representative and the Contractor. The warranty period shall be for one (1) year after completion of the installation.

Sealing at Manholes: If the PRPP fails to make a tight seal at a manhole, the Contractor shall apply a seal at that point. The seal shall be of a material compatible with the PRPP material.

Service Connections: After the PRPP has been installed, the Contractor shall reopen the existing active service connections as designated by the City's Authorized Representative. This shall generally be done without excavation, and in the case of non-man entry pipe, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes the service connection to not less than 90% capacity. Cutting devices that use high pressure water shall not be used since they may cause damage to the lateral.

Testing: If required by the City's Authorized Representative, the watertightness of the PRPP shall be gauged by standard air testing procedures after cool down of the PRPP. After reopening service connections the PRPP shall be TV inspected and the tape and report shall be submitted to the City's Authorized Representative.

Clean-Up: Upon acceptance of the installation work and testing, the Contractor shall reinstate the project area affected by his operations.

Patents: NuPipe is a patented process and is installed by licensed Contractors. The Contractor shall warrant to the City that the methods, materials, and equipment used herein, where covered by license are furnished in accordance with such license and the prices included in this proposal include applicable royalties and fees in accordance with such license. The Contractor shall warrant and save harmless the City against all claims for patent infringement and any loss thereof.

MEASUREMENT

The work will be measured by the actual length of each line section reconstructed. Service reconnections shall be measured by the actual number of reconnections made irrespective of pipe size or whether the service is for single, double, or multi service. Only those line sections included on a work order issued by the City's Authorized Representative shall be considered for measurement.

PAYMENT

Payment for the work completed shall be in accordance with the prices set forth in the proposal for the linear foot quantity as measured from center of manhole to center of manhole on a reconstructed sewer pipe section.

Initial (first time) cleaning and television inspection work, if required, shall be accomplished as specified by the "Cleaning" and "Television Inspection" Technical Specifications. Payment shall be in addition to that for installation of PRPP:

Payment for installation of PRPP shall be for pre-installation cleaning, pre-installation inspection, pre-heating and installation of the PVC folded pipe, sealing PRPP in manholes, testing, and cleanup. Point repairs to remove line obstructions are not to be accomplished by the Contractor. The City or the City's designated contractor will make any point repairs necessary.

Payment for reopening the existing service connections from the interior of the pipe shall be in addition to that for installation of PRPP.

Payment for bypassing sewage shall be for each pump setup on a section or sections of pipe to be reconstructed and shall also be for the actual pumping time during the installation operations. Payment shall be in addition to that for installation of PRPP.

TECHNICAL SPECIFICATION TESTING AND GROUTING OF SEWER PIPE JOINTS

GENERAL

This item shall govern for the testing and grouting of sewer pipe joints on line sections selected by the City's Authorized Representative. Testing and grouting of pipe joints shall be used to identify those sewer pipe joints that are defective (allowing extraneous water and/or soil to enter the sewer system) and that can be successfully sealed by an internal pipe joint sealing process. The lines considered will be those in which the pipe barrel is in good condition and is not deteriorated by hydrogen sulfide gas.

METHODS

Application: The technique for sewer pipe joint testing is used to test the integrity of individual pipe joints. Testing cannot be performed and will not be required on cracked or broken pipe, building sewers, or sections of pipe between joints. Testing will not be required on joints which are visibly leaking.

Test Medium: A fluid (maximum viscosity of 2 centipoise) shall be used as the test medium. Both liquid (usually water) and air are acceptable, but the test procedure is different for each.

Equipment: The basic equipment used shall consist of a television camera, joint testing device (such as a packer), and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing the test medium, under pressure, into the VOID area created by the expanded ends of the joint testing device and means for continuously measuring the actual static pressure of the test medium at and within the VOID area only.

VOID pressure data shall be transmitted electrically from the VOID to the monitoring equipment. Example: via a TV picture of a pressure gauge located at the VOID, or via an electrical pressure transducer located at the VOID.

All test monitoring shall be above ground and in a location to allow for simultaneous and continuous observation of the television monitor and test monitoring equipment by the City's Authorized Representative.

Test Procedure: Each sewer pipe joint which is not visible leaking shall be individually tested at a test pressure equal to 1/2 psi per vertical foot of pipe depth (not exceeding a test pressure of 10 psi) in accordance with one of the following procedures:

The testing device shall be positioned within the line in such a manner as to straddle the pipe joint to be tested.

The testing device ends (end elements, sleeves) shall be expanded so as to isolate the joint from the remainder of the line and create a VOID area between the testing device and the pipe joint. The ends of the testing device shall be expanded against the pipe with sufficient pressure to contain a minimum of 10 psi within the VOID without leakage past the expanded ends.

Water or an equivalent liquid shall then be introduced into the VOID area until a pressure equal to or greater than the required test pressure is observed with the VOID pressure monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the test and shall be sealed as specified.

The flow rate of the test liquid shall then be regulated to a rate at which the VOID pressure is observed to be the required test pressure. A reading of the test liquid flow meter shall then be taken. If the flow rate exceeds 1/4 gallon per minute (due to joint leakage), the joint will have failed the test and shall be sealed as specified.

Test Records: During the joint testing work, records shall be kept which include...

Identification of the manhole section tested

The test pressure used

Location (footage) of each joint tested

A statement indicating the test results (passed or failed) for each joint tested

Intent of Joint Testing: It is the intent of the sewer pipe joint sealing work to seal sewer pipe joints which have leakage rates of 1/4 gallon per minute or more utilizing the internal joint-sealing method. It is realized that this method may only be used on sewer pipe sections in sound physical condition. Longitudinally cracked or broken pipe will not be sealed. When bell cracks or chips are evident from pipe section offset, sealing may be undertaken where the offset is small enough to allow proper seating of the sealing packer on both sides of the joint to be sealed.

Equipment: The basic equipment shall consist of a closed-circuit television system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and joint sealing packers for the various sizes of sewer pipes. The packer shall be cylindrical and have a diameter less than the pipe size and have cables attached at each end to pull it through the line. The packer device shall be constructed in a manner to allow a restricted amount of sewage to flow. Generally, the equipment shall be capable of performing the specified operations in lines where flows do not exceed the maximum line flows for joint testing/sealing.

Joint Sealing Procedure: Joints showing visible leakage or joints that have failed the joint test specified, shall be sealed as specified. Joint sealing shall be accomplished by forcing chemical sealing materials into or through faulty joints by a system of pumps, hoses, and sealing packers. Jetting or driving pipes from the surface that could damage or cause undermining of the pipe lines shall not be allowed. Uncovering the pipe by excavation of pavement and soil (which would disrupt traffic, undermine adjacent utilities and structures, and cause further damage to the pipe lines being repaired) shall not be allowed. The packer shall be positioned over the faulty joint by means of a measuring device and the closed-circuit television camera in the line. It is important that the procedure used by the Contractor for positioning the packer be accurate to avoid overpulling the packer and thus not effectively sealing (grouting) the intended joint. The packer ends (end elements, sleeves) shall be expanded using controlled pressure. The expanded ends shall seal against the inside periphery of the pipe to form a VOID area at the faulty joint, now completely isolated from the remainder of the pipe line. Into this isolated area, sealant materials shall be pumped through the hose system at controller pressures which are in excess of groundwater pressures. The pumping unit, metering equipment, and the packer device

shall be designed so that proportions and quantities of materials can be regulated in accordance with the type and size of the leak being sealed.

Joint Sealing Verification: Upon completing the sealing of each individual joint, the packer shall be deflated until the VOID pressure meter reads zero pressure, then reinflated and the joint retested as specified. Should the VOID pressure meter not read zero, the Contractor shall clean his equipment of residual grout material or make the necessary equipment repairs/adjustments to produce accurate VOID pressure readings. Joints that fail to meet the specified test criteria shall be resealed and retested until the test criteria can be met in order to receive payment.

Residual Sealing Material: Residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the joint. The sealed joints shall be left reasonably "flush" with the existing pipe surface. If excessive residual sealing materials accumulate in the line (and/or if directed by the City's Authorized Representative) the manhole section shall be cleaned to remove the residual materials.

Records: Complete records shall be kept of joint sealing performed in each manhole section. The records shall identify the manhole section in which the sealing was done, the location of each joint sealed, and the joint sealing verification results.

MATERIALS:

General: All chemical sealing materials used in the performance of the work specified must have the following properties and characteristics:

While being injected, the chemical sealant must be able to react/perform in the presence of water (groundwater).

The cured material must withstand submergence in water without degradation.

The resultant sealant (grout) formation must prevent the passage of water (infiltration) through the sewer pipe joint.

The sealant material, after curing, must be flexible as opposed to brittle.

In place, the sealant formation should be able to withstand freeze/thaw and wet/dry cycles without adversely affecting the seal. Note: This primarily applies to storm sewers which are shallow and sometimes dry.

The sealant formation must not be biodegradable.

The cured sealant should be chemically stable and resistant to the mild concentrations of acids, alkalis, and organics found in normal sewage.

Packaging of component materials must be compatible with field storage and handling requirements. Packaging must provide for worker safety and minimize spillage during handling.

Mixing of the component materials must be compatible with field operations and not require precise measurements of the ingredients by field personnel.

Cleanup must be done without inordinate use of flammable or hazardous chemicals.

Residual sealing materials must be easily removable from the sewer line to prevent reduction or blockage of the sewage flow.

In September 1980, the APWA published "Assessment of Sewer Sealants" under EPA Grant No. R806567-01 (Office of R & D, U.S. EPA, Cincinnati, OH 45268). This report describes performance attributes for a sewer sealant, many of which are listed above.

Chemical Sealing Materials: The following is a generic listing of chemical sealing materials currently in use (2/87) and the basic requirements, properties and characteristics of each.

Acrylamide base gel sealing material:

A minimum of 10% acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase strength or offset dilution during injection.

The ability to tolerate some dilution and react in moving water during injection.

A viscosity of approximately 2 centipoise which can be increased with additives.

A constant viscosity during the reaction period.

A controllable reaction time from 10 seconds to 1 hour.

A reaction (curing) which produces a homogeneous, chemically stable, nonbiodegradable, firm, flexible gel.

The ability to increase mix viscosity, density and gel strength by the use of additives.

An acute oral toxicity in rats (LD50) of 294 milligrams per kilogram of body weight for the unreacted base material.

Acrylate base gel chemical sealing material:

A minimum of 11%* acrylate base material by weight in the total sealant mix. A higher concentration (%) of acrylate base material may be used to increase strength or offset dilution during injection. *Note: If the acrylate base material is in a 40% solution, it must comprise 27.5% by weight of the total sealant mix to have 11% base material.

The ability to tolerate some dilution and react in moving water during injection.

A viscosity of approximately 2 centipoise which can be increased with additives.

A constant viscosity during the reaction period.

A controllable reaction time from 10 seconds to 1 hour.

A reaction (curing) which produces a homogeneous, chemically stable, nonbiodegradable, flexible gel.

The ability to increase mix viscosity, density and gel strength by the use of additives.

An acute oral toxicity in rats (LD50) of 5000 milligrams per kilogram of body weight for the unreacted base material.

Acrylic base gel chemical sealing material:

A minimum of 10% acrylic base material by volume in the total sealant mix. A higher concentration (%) of acrylic base material may be used to increase strength or offset dilution during injection. *Note: If the acrylic base material is in a 40% solution, it must comprise 25% of the total sealant mix to have 10% base material.

The ability to tolerate some dilution and react in moving water during injection.

A viscosity of approximately 2 centipoise which can be increased with additives.

A constant viscosity during the reaction period.

A controllable reaction time from 5 seconds to 6 hours.

A reaction (curing) which produces a homogeneous, chemically stable, nonbiodegradable, flexible gel.

The ability to increase mix viscosity, density and gel strength by the use of additives.

An acute oral toxicity in rats (LD50) of 1800 milligrams per kilogram of body weight for the unreacted base material.

Urethane base gel chemical sealing material:

1 part urethane prepolymer thoroughly mixed with between 5 and 10 parts of water by weight. The recommended mix ratio is 1 part urethane prepolymer to 8 parts of water (11% prepolymer).

A liquid prepolymer having a solids content of 77% to 83%, specific gravity of 1.04 (8.65 pounds per gallon), and a flash point of 20 F.

A liquid prepolymer having a viscosity of 600 to 1200 centipoise at 70 F that can be pumped through 500 feet of 1/2-inch hose with a 1000 psi head at a flow rate of 1 ounce/second.

The water used to react the prepolymer should have a pH of 5 to 9.

A cure time of 80 seconds at 40 F, 55 seconds at 60 F, and 30 seconds at 80 F when 1 part prepolymer is reacted with 8 parts of water containing a sufficient amount of gel control agent additive.

A relatively rapid viscosity increase of the prepolymer/water mix. Viscosity increases from about 10 to 60 centipoise in the first minute for 1 to 8 prepolymer/water ratio at 50 F.

A reaction (curing) which produces a chemically stable and nonbiodegradable, tough, flexible gel.

The ability to increase mix viscosity, density, gel strength and resistance to shrinkage by the use of additives to the water.

Urethane base foam chemical sealing material:

Approximately 1 part of urethane prepolymer thoroughly mixed with 1 part of water by weight (50% prepolymer).

A liquid prepolymer having a solids content of 82% of 88%; specific gravity of 1.1 (9.15 pounds per gallon), and a flash point of 20 F.

A liquid prepolymer having a viscosity of 300 to 500 centipoise at 72 F that can be pumped through 500 feet of 1/2-inch hose with a 500 psi head at a flow rate of 1 ounce/second.

A cure time of 15 minutes at 40 F, 8.2 minutes at 70 F, and 2.6 minutes at 100 F when the prepolymer is reacted with water containing 0.4% accelerator.

During injection; foaming, expansion, and viscosity increase occur.

Physical properties of the cured foam of approximately: .14 pounds per cubic foot density, 80 to 90 psi tensile strength, and 700% to 800% elongation when a mixture of 50% prepolymer and 50% water undergoes a confined expansion to five times its initial liquid volume.

MEASUREMENT: The work will be measured by the number of joints tested and the number of joints grouted in a line section. Only those line sections included on a work order issued by the City's Authorized Representative shall be considered for measurement.

PAYMENT: All work performed and measured as provided under "Measurement" will be paid at the unit prices bid, which prices shall be full compensation for testing and grouting of sewer pipe joints as specified under "Methods", and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Preparatory cleaning, root removal and television inspection work shall be accomplished in accordance with the appropriate sections of these Technical Specifications and payment shall be in addition to that for joint testing and grouting.

Payment for joint testing shall be for the actual number of joints tested.

Payment for joint grouting shall be for the actual number of joints grouted and for the actual quantity of grout used.

Payment for bypass pumping, if required, shall be for each setup of pumps on a line section of pipe to be reconstructed and shall also be for the actual pumping time during the testing and grouting operations. Payment shall be in addition to that for testing and grouting of sewer pipe joints.

TECHNICAL SPECIFICATION SEALING MANHOLE WALLS

GENERAL

This item shall govern for the sealing of manhole walls on manholes selected by the City's Authorized Representative. Manhole walls shall be rehabilitated by applying high-strength compounds to the wall surface.

METHODS

Surface preparation shall consist of cleaning all foreign materials and matter from the interior of the manhole. Cleaning may be accomplished by waterblasting, sandblasting, or applying a 10% solution of muriatic acid or sulfamic acid over all surfaces. If an acid solution is used, it shall be washed off and the manhole allowed to dry. Mixing, application, and removal of the acid shall be done in strict accordance with the manufacturer's recommendations.

After surface preparation and prior to the application of coating materials, infiltration shall either be stopped by using a waterstop material such as Ipanex R as supplied by I.P.A. Systems, Inc. or equal; or, channeled through "bleed" pipes installed at the bottom of the manhole. The materials used for manhole rehabilitation shall be Octocrete, Drycon and Duripal H as supplied by I.P.A. Systems, Inc. or approved equal. Other materials may be used as approved by the City's Authorized Representative. The materials used shall be of the highest quality and shall be manufactured by a reputable firm engaged in research, development, and manufacturing of the material.

Application of the material shall be by spray gun, roller, brush, or hand trowel at the option of the Contractor and in accordance with the material manufacturer's recommendations. The materials shall be applied to all surfaces from the base to the manhole ring. After proper curing of the surface coating materials, the "bleed" pipes shall be removed and the holes sealed.

After the manhole rehabilitation work has been completed, the manhole shall be visually inspected by the Contractor in the presence of the City's Authorized Representative and the work shall be found to be satisfactory by the City's Authorized Representative. If the work is not found to be satisfactory by the City's Authorized Representative, the Contractor shall make reasonable additional repairs until the City's Authorized Representative is satisfied. In addition, at the City's request, the Contractor may be required within one year to visually inspect the manholes that were rehabilitated. Any work that has become defective shall be redone by the Contractor at no additional expense to the City.

MEASUREMENT

The work will be measured by the vertical feet of manhole wall sealed which was included on a work order issued by the City's Authorized Representative.

PAYMENT

All work performed and measured as provided under "Measurement" will be paid for at the unit price bid for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

TECHNICAL SPECIFICATION DATA MANAGEMENT

GENERAL

The City is utilizing a computer software program to assist in management of the sanitary sewer system. The software program was developed by Hansen Software, Inc. and is distributed as WCMS version 5.1. The Contractor shall own and utilize the Field Inspection Management System (FIMS), as distributed by Hansen Software, Inc., or approved equal, to electronically store all data obtained from evaluation tasks. The City's Authorized Representative will provide the Contractor with any special instructions regarding the use of FIMS. At the completion of each month during the contract, the Contractor shall submit to the City's Authorized Representative an electronic disk containing all data collected by the Contractor during the month.

METHODS

Following are the minimum requirements for a FIMS software program to be used by the Contractor:

The system shall be integrated directly with the Wastewater Collection Management System (WCMS) Version 5.1 as distributed by Hansen Software, Inc.

The system shall be compatible with the PC or Digital Equipment VAX platform on which the City is operating.

The system shall be capable of storing, compiling and transferring data in file formats which are compatible with WCMS.

The system shall have fields appropriate for recording all data.

The system shall have a query routine which will allow the Contractor to select groupings of data for transfer to the City as may be requested by the City's Authorized Representative.

The system shall be capable of loading the Contractor's data onto a floppy disk which can then be transferred to the City and uploaded onto the PC or Digital Equipment VAX system.

MEASUREMENT

Measurement of data management will be on a lump sum basis for the project.

PAYMENT

Payment for data management will constitute full compensation for all supervision, labor, tools, equipment, forms, materials and incidentals required to complete this item of work.

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

BID FORM

CURED-IN-PLACE PIPE(UP TO 300 LF)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	8" X 6 MM, UP TO 26' DEEP	LF	100		
2	10" X 6 MM, UP TO 26' DEEP	LF	100		
3	12" X 6 MM, UP TO 16' DEEP	LF	80		
4	12" X 7.5 MM, 16'-26' DEEP	LF	80		
5	15" X 6 MM, UP TO 8' DEEP	LF	60		
6	15" X 7.5 MM, 8'-12' DEEP	LF	60		
7	15" X 9 MM, 12'-26' DEEP	LF	60		
8	18" X 7.5 MM, UP TO 12' DEEP	LF	50		
9	18" X 9 MM, 12'-20' DEEP	LF	50		
10	18" X 10.5 MM, 20'-26' DEEP	LF	50		
11	21" X 9 MM, UP TO 12' DEEP	LF	40		
12	21" X 10.5 MM, 12'-20' DEEP	LF	40		
13	21" X 12 MM, 20'-26' DEEP	LF	40		
14	24" X 9 MM, UP TO 12' DEEP	LF	30		
15	24" X 12 MM, 12'-20' DEEP	LF	30		
16	24" X 13.5 MM, 20'-26' DEEP	LF	30		
17	27" X 10.5 MM, UP TO 12' DEEP	LF	25		
18	27" X 13.5 MM, 12'-20' DEEP	LF	25		
19	27" X 15 MM, 20'-26' DEEP	LF	25		
20	30" X 12 MM, UP TO 12' DEEP	LF	20		
21	30" X 15 MM, 12'-20' DEEP	LF	20		
22	30" X 16.5 MM, 20'-26' DEEP	LF	20		
23	36" X 12 MM, UP TO 12' DEEP	LF	15		
24	36" X 13.5 MM, 12'-20' DEEP	LF	15		
25	36" X 15 MM, 20'-26' DEEP	LF	15		
TOTAL BID PRICE					

CURED-IN-PLACE-PIPE (301 TO 700 LF)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
26	8" X 6 MM, UP TO 26' DEEP	LF	100		
27	10" X 6 MM, UP TO 26' DEEP	LF	100		
28	12" X 6 MM, UP TO 16' DEEP	LF	80		
29	12" X 7.5 MM, UP TO 8' DEEP	LF	80		
30	15" X 6 MM, UP TO 8' DEEP	LF	60		
31	15" X 7.5 MM, 8'-12' DEEP	LF	60		
32	15" X 9 MM, 12'-26' DEEP	LF	60		
33	18" X 7.5 MM, UP TO 12' DEEP	LF	50		
34	18" X 9 MM, 12'-20' DEEP	LF	50		
35	18" X 10.5 MM, 20'-26' DEEP	LF	50		
36	21" X 9 MM, UP TO 12' DEEP	LF	40		
37	21" X 10.5 MM, 12'-20' DEEP	LF	40		
38	21" X 12 MM, 20' - 26' DEEP	LF	40		
39	24" X 9 MM, UP TO 12' DEEP	LF	30		
40	24" X 12 MM, 12'-20' DEEP	LF	30		
41	24" X 13.5 MM, 20'-26' DEEP	LF	30		
42	27" X 10.5 MM, UP TO 12' DEEP	LF	25		
43	27" X 13.5 MM, 12'-20' DEEP	LF	25		
44	27" X 15 MM, 20' - 26' DEEP	LF	25		
45	30" X 12 MM, UP TO 12' DEEP	LF	20		
46	30" X 15 MM, 12- TO 20' DEEP	LF	20		
47	30" X 16.5 MM, 20' - 26' DEEP	LF	20		
48	36" X 12 MM, UP TO 12' DEEP	LF	15		
49	36" X 13.5 MM, 12'-20' DEEP	LF	15		
50	36" X 15 MM, 20'-26' DEEP	LF	15		
TOTAL BID PRICE					

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

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CURED-IN-PLACE-PIPE (701 LF & UP)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
51	8" X 6 MM, UP TO 26' DEEP	LF	100		
52	10" X 6 MM, UP TO 26' DEEP	LF	100		
53	12" X 6 MM, UP TO 16' DEEP	LF	80		
54	12" X 7.5 MM, UP TO 8' DEEP	LF	80		
55	15" X 6 MM, UP TO 8' DEEP	LF	60		
56	15" X 7.5 MM, 8' -12' DEEP	LF	60		
57	15" X 9 MM, 12' -26' DEEP	LF	60		
58	18" X 7.5 MM, UP TO 12' DEEP	LF	50		
59	18" X 9 MM, 12' - 20' DEEP	LF	50		
60	18" X 10.5 MM, 20' -26' DEEP	LF	50		
61	21" X 9 MM, UP TO 12' DEEP	LF	40		
62	21" X 10.5 MM, 12' -20' DEEP	LF	40		
63	21" X 12 MM, 20' -26' DEEP	LF	40		
64	24" X 9 MM, UP TO 12' DEEP	LF	30		
65	24" X 12 MM, 12' -20' DEEP	LF	30		
66	24" X 13.5 MM, 20' -26' DEEP	LF	30		
67	27" X 10.5 MM, UP TO 12' DEEP	LF	25		
68	27" X 13.5 MM, 12' -20' DEEP	LF	25		
69	27" X 15 MM, 20' -26' DEEP	LF	25		
70	30" X 12 MM, UP TO 12' DEEP	LF	20		
71	30" X 15 MM, 12' -20' DEEP	LF	20		
72	30" X 16.5 MM, 20' -26' DEEP	LF	20		
73	36" X 12 MM, UP TO 12' DEEP	LF	15		
74	36" X 13.5 MM, 12' -20' DEEP	LF	15		
75	36" X 15 MM, 20' -26' DEEP	LF	15		
TOTAL BID PRICE					

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

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RELATED SERVICES FOR CURED-IN-PLACE-PIPE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
76	REMOTE CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10		
77	MAN-ENTRY CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10		
78	EXTERNAL RECONNECTION OF SEWER SERVICE BY EXCAVATION	EA	10		
TOTAL BID PRICE					

MOBILIZATION SERVICES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
79	UP TO \$30,000 PER WORK ORDER	EA	1		
80	30,001 TO \$60,000 PER WORK ORDER	EA	1		
81	\$60,001 AND UP PER WORK ORDER	EA	1		
82	REMOTE REMOVAL OF PROTRUDING SERVICE LATERAL	EA	10		
83	ROOT REMOVAL IN 8" & 10" SEWERS	LF	1,500		
84	ROOT REMOVAL IN 12" & 15" SEWERS	LF	1,200		
85	ROOT REMOVAL IN 18" & 21" SEWERS	LF	750		
86	ROOT REMOVAL IN 24" SEWERS	LF	500		
87	ROOT REMOVAL IN 27" SEWERS	LF	400		
88	ROOT REMOVAL IN 30" SEWERS	LF	300		
89	ROOT REMOVAL IN 36" SEWERS	LF	200		
90	TV INSPECTION OF 6"-12" SEWERS	LF	500		
91	TV INSPECTION OF 15"-21" SEWERS	LF	400		
92	TV INSPECTION OF 24"-36" SEWERS	LF	400		
93	ADDITIONAL SETUP FOR TV INSPECTION	EA	10		
94	BYPASSING SETUP FOR EACH 3" PUMP	EA	10		
95	BYPASSING SETUP FOR EACH 4" PUMP	EA	8		
96	BYPASSING SETUP FOR EACH 6" PUMP	EA	6		
97	BYPASSING SETUP FOR EACH 8" PUMP	EA	4		

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

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98	BYPASSING FOR EACH 3" PUMP	PER HOUR	200		
99	BYPASSING FOR EACH 4" PUMP	PER HOUR	160		
100	BYPASSING FOR EACH 6" PUMP	PER HOUR	120		
101	BYPASSING FOR EACH 8" PUMP	PER HOUR	80		
102	NORMAL CLEANING, 8" & 10" SEWER	LF	2,200		
103	HEAVY CLEANING, 8" & 10" SEWER	LF	1,800		
104	NORMAL CLEANING, 12" & 15" SEWER	LF	1,300		
105	HEAVY CLEANING, 12" & 15" SEWER	LF	1,100		
106	NORMAL CLEANING, 18" & 21" SEWER	LF	800		
107	HEAVY CLEANING, 18" & 21" SEWER	LF	950		

MOBILIZATION SERVICES (CONTINUED)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
108	NORMAL CLEANING, 24" SEWER	LF	700		
109	HEAVY CLEANING, 24" SEWER	LF	600		
110	NORMAL CLEANING, 27" SEWER	LF	500		
111	HEAVY CLEANING, 27" SEWER	LF	450		
112	NORMAL CLEANING, 30" SEWER	LF	400		
113	HEAVY CLEANING, 30" SEWER	LF	350		
114	NORMAL CLEANING, 36" SEWER	LF	300		
115	HEAVY CLEANING, 36" SEWER	LF	250		
TOTAL BID PRICE					

GRAND TOTAL BID PRICE	
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NAME OF COMPANY

STREET/P. O. ADDRESS

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

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CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #29: REHABILITATION OF MANHOLE INTERIOR SURFACING
SYSTEMS FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing Rehabilitation of Manhole Interior Surfacing Systems for the Public Services Department which meets or exceeds the following specifications, to-wit:

(DETAILED SPECIFICATIONS ENCLOSED)

Bidder will be properly licensed within the State of Mississippi for sewer construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
REHABILITATION OF MANHOLE INTERIOR SURFACING
SYSTEMS FOR THE PUBLIC SERVICES DEPARTMENT, ITEM #29
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012
CERTIFICATE OF RESPONSIBILITY NO. _____**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:


PUBLIC SERVICES DEPARTMENT

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR REHABILITATION OF MANHOLE INTERIOR SURFACING SYSTEMS

PART 1 - GENERAL

PRODUCT DESCRIPTION: The manhole lining system shall be a spray-applied 100% solids epoxy monolithic surfacing system for use in rehabilitation of sewer manholes. The 100% solids epoxy lining system shall be one of the following products:

- Warren Environmental System 100% Solids Epoxy
- Or Equal

In order to be considered as an equal a product will have the following minimum characteristics as measured by the applicable ASTM standards referenced herein:

Minimum Compressive Strength	12,000 psi
Minimum Tensile Strength	7,200 psi
Minimum Flexural Strength	13,000 psi
Minimum Bond Strength	900 psi
Minimum Corrosion Resistance	suitable for environments PH of .5 or higher

Note: Equal products must be approved a minimum of three weeks prior to bid date. In order for a product to be considered equal the final product must be tested to meet or exceed the minimum standards included in this specification. A bonded third-party testing company must perform the testing. A contractor that has been licensed and trained by the manufacturer must install all products.

Prior pre-approval is required to determine if the prospective product may be bid on this project. Without prior pre-approval within the specified time frame a product may be rejected as unacceptable. This time frame allows the Engineer ample time to determine if the proposed product is an acceptable alternative.

Interior Surfacing System

This specification covers work, materials, equipment and tools including specially developed application equipment as required for installation and testing of a field applied unique monolithic interior manhole surfacing system.

The use of specialized application equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system.

Product application requirements and procedures described include surface preparation, mixing, application, material handling and storage, qualification of the applicator and application quality control.

REFERENCES

ASTM D638 - Tensile Properties of Plastics.
ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
ASTM D695 - Compressive Properties of Rigid Plastics.
ASTM D4541 - Pull-off Strength of Coatings Using a Portable adhesion Tester.
ASTM D2584 - Volatile Matter Content.
ASTM D2240 - Durometer Hardness, Type D.
ASTM D543 - Water Vapor Transmission of Organic Coating Films.
ASTM D543 - Resistance of Plastics to Chemical Reagents.
ASTM C297 - Flatwise Tensile Strength of Sandwich Constructions.
ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SUBMITTALS

All submittals shall be submitted in accordance to the applicable portions of these specifications.

Qualification and Performance Responsibility of Applicator:

The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application and quality control. Applicator shall provide documentation that Applicator is an approved installer and licensed by the monolithic surfacing manufacturer and specialized equipment supplier.

QUALITY ASSURANCE

Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and NACE standards.

Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

DELIVERY, STORAGE, AND HANDLING

Materials are to be kept dry, protected from weather and stored under cover and stored between 50 deg F and 100 deg F. Materials should not be stored near flame, heat or strong oxidants.

Protective coating materials are to be handled according to their material safety data sheets.

PART 2 - PRODUCTS AND APPLICATION EQUIPMENT

Definitions

Manhole Rehabilitation, Class A: Minimum damage, appropriate thickness of 100% solids epoxy monolithic surfacing system

Manhole Rehabilitation, Class B: Damage consists of missing mortar out from between bricks in brick manholes or exposed concrete aggregate in precast concrete manholes, appropriate thickness of 100% solids epoxy monolithic surfacing

Manhole Rehabilitation, Class C: Damage consists of missing bricks, infiltration, and/or exposed reinforcing steel, appropriate thickness of 100% solids epoxy monolithic surfacing

INTERIOR SURFACING SYSTEM

The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

The finished system shall provide the following minimum coverage:

Manhole Rehabilitation - Class A	See Recommended Project Specification
Manhole Rehabilitation - Class B	See Recommended Project Specification
Manhole Rehabilitation - Class C	See Recommended Project Specification

The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas, and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.

When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.

The system shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of groundwater infiltration.

The system shall be compatible with the thermal conditions of the existing sewer manhole surfaces.

PROTECTIVE COATING APPLICATION EQUIPMENT

Heated, plural component, specially designed equipment for use in the spray or spincast application of the specified system approved for use by the monolithic surfacing system manufacturer.

PART 3 - EXECUTION

PRE-COAT INSPECTION

The applicators vehicles and equipment must be able to access the structures to be coated under their own power.

All surfaces including benches, inverts, joints, lift holes and walls shall be made smooth and suitable for application of the interior surfacing system. All benches and inverts shall be in place and complete.

Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

Installation of the protective coating shall not commence until the concrete substrate has properly cured.

SURFACE PREPARATION

Applicator shall inspect all surfaces specified to receive the monolithic surfacing system prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.

All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including: all oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the monolithic surfacing system to be applied.

Surfaces to receive protective coating shall be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. The first procedure upon entering each structure will be to blast all specified surfaces by low pressure water cleaning as defined by NACE Standard 5. When all loose or contaminated debris has been removed, the surface will be acid etched with a 20% murratic acid solution to clean and open the pores of the substrate. Then the surface shall be water blasted by the use of a hand held wand again. The wash water shall include a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on or in the surface. The surface will be tested at this point to ensure that the pH is within acceptable limits (not to exceed 8.5). These tests will be performed with litmus paper on various areas within the structure. All test results will be retained for review by the Engineer.

Surfaces that require additional cleaning or profiling will be prepared by abrasive blast to rough the surface sufficient to obtain and ensure adequate bonding of the system. A minimum surface profile of 8-10 mils or 10% of the total recommended coating system thickness must be achieved to assure proper adhesion. Detergent water cleaning and hot water blasting may be necessary to remove oils and grease from the concrete. Whichever methods are used, they shall be performed in a manner that provides a uniform, sound clean surface that is not excessively damaged.

Active water infiltration shall be stopped by using a cementitious water plug or hydroactive grout that is compatible and suitable for topcoating with the specified monolithic surfacing system.

APPLICATION OF FIELD APPLIED INTERIOR SURFACING SYSTEM

Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.

The specified materials must be applied by an approved installer of the monolithic surfacing system.

All specified concrete and smooth surfaces shall be lined with the monolithic surfacing system to provide a thickness as previously specified based on the condition of the existing structure. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in accordance with the recommendations of the monolithic surfacing system manufacturer. Specially designed spray and/or spincast application equipment shall be used to apply each coat of the system.

TESTING AND INSPECTION

During application a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

After a minimum of 24 hours following completion, the lining system shall be spark tested to assure a pinhole-free lining. Defects must be patched per the manufacturer's instructions. The test voltage shall be a minimum 6,000 volts. The holiday detector shall be a Tinker Razor Model AP/W or an approved equal. The applicator may enlist the services of an independent certified NACE inspector if desired. The Engineer and Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

END OF SECTION

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR NEW MANHOLE & WET WELL INTERIOR SURFACING SYSTEMS

PART I - GENERAL

PRODUCT DESCRIPTION: The manhole lining system shall be a field-applied 100% solids epoxy monolithic surfacing system for use in coating of new manholes and wet wells. The 100% solids epoxy lining system shall be one of the following products:

- Warren Environmental System 100% Solids Epoxy
- Or Equal

In order to be considered as an equal a product will have the following minimum characteristics as measured by the applicable ASTM standards referenced herein:

Minimum Compressive Strength	12,000 psi
Minimum Tensile Strength	7,200 psi
Minimum Flexural Strength	13,000 psi
Minimum Bond Strength	900 psi
Minimum Corrosion Resistance	suitable for environments PH of .5 or higher

Note: Equal products must be approved a minimum of three weeks prior to bid date. In order for a product to be considered equal the final product must be tested to meet or exceed the minimum standards included in this specification. A bonded third party testing company must perform the testing. A contractor that has been licensed and trained by the manufacturer must install all products.

Prior pre-approval is required to determine if the prospective product may be bid on this project. Without prior pre-approval within the specified time frame a product may be rejected as unacceptable. This time frame allows the Engineer ample time to determine if the proposed product is an acceptable alternative.

INTERIOR SURFACING SYSTEM

This specification covers work, materials, equipment and tools including specially developed application equipment as required for installation and testing of a field applied unique monolithic interior manhole surfacing system.

The use of specialized application equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system.

Product application requirements and procedures described include surface preparation, mixing, application, material handling and storage, qualification of the applicator and application quality control.

REFERENCES

ASTM D638 - Tensile Properties of Plastics.
ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
ASTM D695 - Compressive Properties of Rigid Plastics.
ASTM D4541 - Pull-off Strength of Coatings Using a Portable adhesion Tester.
ASTM D2584 - Volatile Matter Content,
ASTM D2240 - Durometer Hardness, Type D.
ASTM D543 - Water Vapor Transmission of Organic Coating Films.
ASTM D543 - Resistance of Plastics to Chemical Reagents.
ASTM C297 - Flatwise Tensile Strength of Sandwich Constructions.
ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SUBMITTALS

All submittals shall be submitted in accordance to the applicable portions of these specifications.

Qualification and Performance Responsibility of Applicator:

The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application and quality control. Applicator shall provide documentation that Applicator is an approved installer and licensed by the monolithic surfacing manufacturer and specialized equipment supplier.

QUALITY ASSURANCE

Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and NACE standards.

Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

DELIVERY, STORAGE, AND HANDLING

Materials are to be kept dry, protected from weather and stored under cover and stored between 50 deg F and 100 deg F. Materials should not be stored near flame, heat or strong oxidants.

Protective coating materials are to be handled according to their material safety data sheets.

PART 2 - PRODUCTS AND APPLICATION EQUIPMENT

INTERIOR SURFACING SYSTEM

The system shall be applied in the field after all other work to the manhole is completed. This will insure a monolithic coating across the joints and connections.

The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

The finished system shall provide the following minimum coverage:

Standard Manhole	40 Mils minimum
Force Main Manhole and Minimum 3 Downstream Manholes	60 Mils minimum
New Wet Well	60 Mils minimum

The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.

When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.

The system shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of groundwater infiltration.

The system shall be compatible with the thermal conditions of the existing sewer manhole surfaces.

PROTECTIVE COATING APPLICATION EQUIPMENT

Heated, plural component, specially designed equipment for use in the spray or spincast application of the specified system approved for use by the monolithic surfacing system manufacturer.

PART 3 - EXECUTION

PRE-COAT INSPECTION

The applicators vehicles and equipment must be able to access the structures to be coated under their own power.

All surfaces including benches, inverts, joints, lift holes and walls shall be made smooth and suitable for application of the interior surfacing system. All benches and inverts shall be in place and complete.

Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

Installation of the protective coating shall not commence until the concrete substrate has properly cured.

SURFACE PREPARATION

Applicator shall inspect all surfaces specified to receive the monolithic surfacing system prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.

All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including: all oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the monolithic surfacing system to be applied.

Surfaces to receive protective coating shall be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. The first procedure upon entering each structure will be to blast all specified surfaces by low pressure water cleaning as defined by NACE Standard 5. When all loose and/or contaminated debris has been removed, the surface shall be water blasted by the use of a hand held wand again. The wash water shall include a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on or in the surface. The surface will be tested at this point to ensure that the pH is within acceptable limits (not to exceed 8.5). These tests will be performed with litmus paper on various areas within the structure. All test results will be retained for review by the Engineer.

Surfaces that require additional cleaning or profiling will be prepared by abrasive blast to rough the surface sufficient to obtain and ensure adequate bonding of the system. A minimum surface profile of 8-10 mils or 10% of the total recommended coating system thickness must be achieved to assure proper adhesion. Detergent water cleaning and hot water blasting may be necessary to remove oils and grease from the concrete. Whichever methods are used, they shall be performed in a manner that provides a uniform, sound clean surface that is not excessively damaged.

Active water infiltration shall be stopped by using a cementitious water plug or hydroactive grout that is compatible and suitable for topcoating with the specified monolithic surfacing system.

APPLICATION OF FIELD APPLIED INTERIOR SURFACING SYSTEM

Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR WET
WELLS, SUMPS AND LIFT STATIONS MONOLITHIC SURFACING
SYSTEMS

PART 1 - GENERAL

PRODUCT DESCRIPTION: The lining system shall be a spray-applied 100% solids epoxy monolithic surfacing system for use in rehabilitation of wet wells, sumps & lift stations. The 100% solids epoxy lining system shall be one of the following products:

- Warren Environmental System 100% Solids Epoxy
- Or Equal

In order to be considered as an equal a product will have the following minimum characteristics as measured by the applicable ASTM standards referenced herein:

Minimum Compressive Strength	12,000 psi
Minimum Tensile Strength	7,200 psi
Minimum Flexural Strength	13,000 psi
Minimum Bond Strength	900 psi
Minimum Corrosion Resistance	suitable for environments PH of .5 or higher

Note: Equal products must be approved a minimum of three weeks prior to bid date. In order for a product to be considered equal the final product must be tested to meet or exceed the minimum standards included in this specification. A bonded third party testing company must perform the testing. A contractor that has been licensed and trained by the manufacturer must install all products.

Prior pre-approval is required to determine if the prospective product may be bid on this project. Without prior pre-approval within the specified time frame a product may be rejected as unacceptable. This time frame allows the Engineer ample time to determine if the proposed product is an acceptable alternative.

Interior Surfacing System

This specification covers work, materials, equipment and tools including specially developed application equipment as required for installation and testing of a field applied unique monolithic interior surfacing system.

The use of specialized application equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system.

Product application requirements and procedures described include surface preparation, mixing, application, material handling and storage, qualification of the applicator and application quality control.

REFERENCES

ASTM D638 - Tensile Properties of Plastics.
ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
ASTM D695 - Compressive Properties of Rigid Plastics.
ASTM D4541 - Pull-off Strength of Coatings Using a Portable adhesion Tester.
ASTM D2584 - Volatile Matter Content.
ASTM D2240 - Durometer Hardness, Type D.
ASTM D543 - Water Vapor Transmission of Organic Coating Films.
ASTM D543 - Resistance of Plastics to Chemical Reagents.
ASTM C297 - Flatwise Tensile Strength of Sandwich Constructions.
ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SUBMITTALS

All submittals shall be submitted in accordance to the applicable portions of these specifications.

Qualification and Performance Responsibility of Applicator:

The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application and quality control. Applicator shall provide documentation that Applicator is an approved installer and licensed by the monolithic surfacing manufacturer and specialized equipment supplier.

QUALITY ASSURANCE

Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and NACE standards.

Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

DELIVERY, STORAGE, AND HANDLING

Materials are to be kept dry, protected from weather and stored under cover and stored between 50 deg F and 100 deg F. Materials should not be stored near flame, heat or strong oxidants.

Protective coating materials are to be handled according to their material safety data sheets.

PART 2 - PRODUCTS AND APPLICATION EQUIPMENT

INTERIOR SURFACING SYSTEM

The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

The finished system shall provide the following minimum coverage:

Wet Wells	100 Mils minimum
Sumps	100 Mils minimum
Lift Stations	100 Mils minimum

The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.

When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.

The system shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater infiltration.

The system shall be compatible with the thermal conditions of the existing sewer structure.

PROTECTIVE COATING APPLICATION EQUIPMENT

Heated, plural component, specially designed equipment for use in the spray or spincast application of the specified system approved for use by the monolithic surfacing system manufacturer.

PART 3 - EXECUTION

PRE-COAT INSPECTION

The applicators vehicles and equipment must be able to access the structures to be coated under their own power.

All surfaces including benches, inverts, joints, lift holes and walls shall be made smooth and suitable for application of the interior surfacing system. All benches and inverts shall be in place and complete.

Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

Installation of the protective coating shall not commence until the concrete substrate has properly cured.

SURFACE PREPARATION

Applicator shall inspect all surfaces specified to receive the monolithic surfacing system prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.

All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including: all oils, grease, incompatible existing coatings, waxes, form-release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the monolithic surfacing system to be applied.

Surfaces to receive protective coating shall be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. The first procedure upon entering each structure will be to blast all specified surfaces by low pressure water cleaning as defined by NACE Standard 5. When all loose or contaminated debris has been removed, the surface will be acid etched with a 20% muriatic acid solution to clean and open the pores of the substrate. Then the surface shall be water blasted by the use of a hand held wand again. The wash water shall include a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on or in the surface. The surface will be tested at this point to ensure that the pH is within acceptable limits (not to exceed 8.5). These tests will be performed with litmus paper on various areas within the structure. All test results will be retained for review by the Engineer.

Surfaces that require additional cleaning or profiling will be prepared by abrasive blast to rough the surface sufficient to obtain and ensure adequate bonding of the system. A minimum surface profile of 8-10 mils or 10% of the total recommended coating system thickness must be achieved to assure proper adhesion. Detergent water cleaning and hot water blasting may be necessary to remove oils and grease from the concrete. Whichever methods are used, they shall be performed in a manner that provides a uniform, sound clean surface that is not excessively damaged.

Active water infiltration shall be stopped by using a cementitious water plug or hydroactive grout that is compatible and suitable for topcoating with the specified monolithic surfacing system.

APPLICATION OF FIELD APPLIED INTERIOR SURFACING SYSTEM

Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.

The specified materials must be applied by an approved installer of the monolithic surfacing system.

All specified concrete and smooth surfaces shall be lined with the monolithic surfacing system to provide a thickness as previously specified based on the condition and type of the existing structure. The cured surfacing shall be monolithic with proper sealing.

The specified materials must be applied by an approved installer of the monolithic surfacing system.

All specified surfaces will be lined with the monolithic surfacing system to provide a minimum total thickness of 40 mils for standard manholes, and 60 mils for force main manholes and new wet wells. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer. Specially designed spray and/or spincast application equipment shall be used to apply each coat of the system.

TESTING AND INSPECTION

During application a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 -- Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

After a minimum of 24 hours following completion, after a minimum of 24 hours following completion, the lining system shall be spark tested to assure a pinhole-free lining. Defects must be patched per the manufacturer's instructions. The test voltage shall be a minimum 6,000 volts. The holiday detector shall be a Tinker Razor Model AP/W or an approved equal. The applicator may enlist the services of an independent certified NACE inspector if desired.

The engineer and the applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

END OF SECTION

ITEM #29 - REHABILITATION OF MANHOLE INTERIOR SURFACING SYSTEMS FOR
THE PUBLIC SERVICES DEPARTMENT

BID FORM

MANHOLE REHABILITATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	48" DIA MANHOLE REHABILITATION WITH 100 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
2	48" DIA MANHOLE REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
3	48" DIA MANHOLE REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
4	48" DIA MANHOLE REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
5	48" DIA MANHOLE REHABILITATION WITH PTL5-5600 FIBERGLASS LINER	VF	100		
6	48" DIA MANHOLE REHABILITATION WITH PTL5-6800 FIBERGLASS LINER	VF	100		
7	60" DIA MANHOLE REHABILITATION WITH 100 MIL 100% SOLIDS EPOXY SYSTEM	LF	100		
8	60" DIA MANHOLE REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
9	60" DIA MANHOLE REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
10	60" DIA MANHOLE REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
11	60" DIA MANHOLE REHABILITATION WITH PTL5-5600 FIBERGLASS LINER	VF	100		
12	60" DIA MANHOLE REHABILITATION WITH PTL5-6800 FIBERGLASS LINER	VF	100		
13	72" DIA MANHOLE REHABILITATION WITH 100 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
14	72" DIA MANHOLE REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
15	72" DIA MANHOLE REHABILITATION WITH 200 MIL	VF	100		

	100% SOLIDS EPOXY SYSTEM				
16	72" DIA MANHOLE REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	100		
17	72" DIA MANHOLE REHABILITATION WITH PTL5-5600 FIBERGLASS LINER	VF	100		
18	72" DIA MANHOLE REHABILITATION WITH PTL5-6800 FIBERGLASS LINER	VF	100		
TOTAL BID PRICE					

RELATED SERVICES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
19	RESETTING EXISTING FRAMES AND COVERS	EA	10		
20	LOCATING AND RAISING EXISTING MANHOLE FRAMES AND COVERS	VF	100		
TOTAL BID PRICE					

BENCH & INVERT REPAIR

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
21	48" MANHOLE	EA	5		
22	60" MANHOLE	EA	5		
23	72" MANHOLE	EA	5		
TOTAL BID PRICE					

GROUT

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
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NO.					AMOUNT
24	SOIL STABILIZATION OF MANHOLE EXTERIOR	GAL	5000		

WET WELL REHABILITATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
25	48" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
26	48" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
27	48" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
28	60" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
29	60" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
30	60" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
31	72" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
32	72" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
33	72" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
34	84" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
35	84" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
36	84" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
37	96" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
38	96" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
39	96" DIA WET WELL REHABILITATION WITH 250 MIL 100%	VF	50		

	SOLIDS EPOXY SYSTEM				
40	108" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
41	108" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
42	108" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50		
TOTAL BID PRICE					

GRAND TOTAL BID PRICE	
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NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #29 - REHABILITATION OF MANHOLE INTERIOR SURFACING SYSTEMS FOR ~~THE~~
PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #3: METER YOKE/SETTER WITH CHECK VALVE AND ANGLE BALL VALVE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Meter Yoke/Setter with Check Valve and Angle Ball Valve which meets or exceeds the following specifications, to-wit:

Meter yoke or Meter copper setter to be furnished as follows:

Sizes: 3/4" X 5/8" with right angle meter valve (1/2 turn stop) and check valve

Yoke/Setter to be equipped with - 1 each 3/4 I.P.T.
3/4" X 1 1/2" red brass nipple to be furnished with setter(s) with no male coupling available male swivel couplings and 3/4" I.P.T. double purpose couplings

Equal to or better than Ford VBH72-7W-81-83 copper setter with check valve #HA 31-323 and angle ball valve #BA 13-232

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

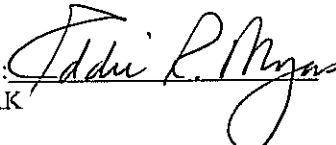
SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

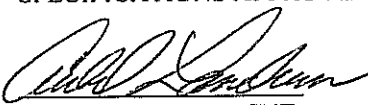
**BID
METER YOKE/SETTER WITH CHECK VALVE AND ANGLE
BALL VALVE - HATTIESBURG WATER DEPARTMENT, ITEM #3
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #3 - METER YOKE/SETTER WITH CHECK VALVE AND ANGLE BALL
VALVE FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
METER YOKE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #4: ROUND WIDE BOTTOM PLASTIC WATER METER BOX
WITH IRON RING AND LOCKING COVER FOR THE
HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing round wide bottom plastic water meter box with iron ring and locking cover, which meets or exceeds the following specifications, to-wit:

1. Unit shall be polyethylene bottom section molded to an iron ring with locking iron lid
2. Iron ring and locking lid will be of the type manufactured by Bass & Hays Foundry and/or Western Iron Works. It will have "Dallas" type latch with plunger and spring
3. Dimensions of unit(s) will be as follows:
17" to 18" top width X 14" to 15" depth
4. Box will be rated to withstand vertical loads of 20,000 lbs or more, vertically free standing. Minimum wall thickness ½"

Unit must meet or exceed "D" style meter boxes manufactured by:
Mid-States Plastics, Inc.
Mt. Sterling, Kentucky

5. Bidder shall provide separate prices for replacement box rings and box lids as shown on bid form

Written warranties and product bulletins must be included in the bid.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
PLASTIC WATER METER BOXES -
HATTIESBURG WATER DEPARTMENT, ITEM #4
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #4 - ROUND WIDE BOTTOM PLASTIC WATER METER BOX WITH IRON RING
AND LOCKING COVER FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	BID PRICES
COMPLETE ASSEMBLY-STANDARD	
BOX RINGS ONLY-STANDARD	
BOX LIDS ONLY-STANDARD	
TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #5: DUCTILE IRON, MECHANICAL JOINT GATE VALVES
FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Ductile Iron, Mechanical Joint Gate Valves, which meet or exceeds the following specifications, to-wit:

Valve Construction Features must include:

1. Ductile iron valve body coated both inside and out with epoxy to prevent corrosion
2. Bronze operating stem
3. Non-rising stem type with 2" square operating nut installed
4. "O" ring seals on stem with one "O" ring above thrust Collar (Dirt Seal), and one "O" ring below thrust collar, (Water pressure seal)
5. Resilient seated disk/wedge/gate

TYPES:

- A. Standard Gate Valve: Sized 4" thru 12" to fit ductile iron pipe. Must be equal to or better than American Model AFC 2500
- B. Cut-in Gate Valve: 4" thru 12" must be equal to or better than American AFC 500 cut-in valve
- C. Tapping Valve: 4" thru 12" must be equal to or better than American AFC 865 - Full cutter size (not to exceed more the ½" less than nominal size valve diameter opening)

All valves furnished with accessories (bolts, nuts, gaskets, and glands).

All valves must conform to AWWA Standard's C-111, C-153, C-509, and C-515 where applicable.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received,

vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

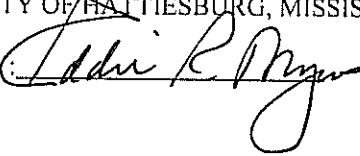
Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

**BID
DUCTILE IRON, MECHANICAL JOINT GATE
VALVES - HATTIESBURG WATER DEPARTMENT, ITEM #5
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

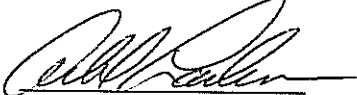
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #5 - DUCTILE IRON, MECHANICAL JOINT GATE VALVES FOR THE
HATTIESBURG WATER DEPARTMENT

STANDARD GATE VALVE	MANUFACTURER/MODEL #	UNIT BID PRICE
4"		
6"		
8"		
10"		
12"		
TOTAL		

CUT-IN GATE VALVES	MANUFACTURER/MODEL #	UNIT BID PRICE
4"		
6"		
8"		
10"		
12"		
TOTAL		

TAPPING VALVES	MANUFACTURER/MODEL #	UNIT BID PRICE
4"		
6"		
8"		
10"		
12"		
TOTAL		

GRAND TOTAL BID PRICE	
-----------------------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #8: STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS
FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Stainless Steel Full Circle Repair Clamps, which meets or exceeds the following specifications, to-wit:

Repair Clamps 4" to 20" stainless steel, full circle
repair clamps for iron pipe. Lugs shall be epoxy coated.

Bidder shall bid on furnishing full circle clamps which meet or exceed the Smith-Blair type 226, 227, or 228 clamps.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
STAINLESS STEEL FULL CIRCLE REPAIR
CLAMPS - HATTIESBURG WATER DEPARTMENT, ITEM #8
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

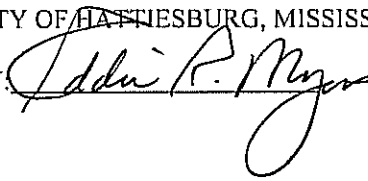
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to

reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:
CITY CLERK

A handwritten signature in black ink, appearing to read "Eddie R. Myers", written over a horizontal line.

SPECIFICATIONS APPROVED BY:

A handwritten signature in black ink, written over a horizontal line.

WATER DEPARTMENT

ITEM #8 - STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE
HATTIESBURG WATER DEPARTMENT

FULL CIRCLE REPAIR CLAMPS	UNIT BID PRICE
4 X 7 ½	
4 X 12 ½	
6 X 7 ½	
6 X 12 ½	
8 X 7 ½	
8 X 12 ½	
10 X 7 ½	
10 X 12 ½	
12 X 7 ½	
12 X 12 ½	
14 X 10	
14 X 15	
16 X 10	
16 X 15	
18 X 10	
18 X 15	
20 X 10	
20 X 15	
TOTAL BID PRICE	

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #11: CHLORINE GAS IN ONE (1) TON CONTAINERS
FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% Active Chlorine Gas suitable for water purification, in
in one (1) ton containers.

Price shall include delivery by truck equipped with loading
and unloading mechanism to handle containers at point of
delivery. No overhead lifting facilities available at point
of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants
located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department
Officials.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of
Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of
measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of
invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be
purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one
year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within three (3) working days from issuance of purchase
order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the
City Hall, P.O. Box 1898, 200 Forrest Street,
Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It
shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or
Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid
sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said
specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time
advertised for receipt of Sealed bids.

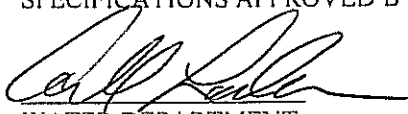
Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner
EXACTLY as follows:

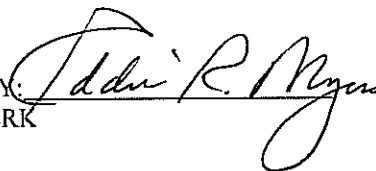
**BID
CHLORINE GAS IN ONE (1) TON CONTAINERS -
HATTIESBURG WATER DEPARTMENT, ITEM #11
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi
Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any
and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

BY: 
CITY CLERK

**SPECIFICATIONS FOR ITEM #12: CHLORINE GAS IN 150 LB CONTAINERS FOR
THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% Active Chlorine Gas suitable for water purification,
in 150 pound containers.

Price shall include delivery by truck equipped with loading
and unloading mechanism to handle containers at point of
delivery. No overhead lifting facilities available at point
of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants
located in the United States. Written certification shall be provided upon request of Hattiesburg Water
Department Officials.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of
Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in
units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the
City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt
of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be
purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of
one year.**

DELIVERY: Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg,
Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city
limits of Hattiesburg, Mississippi:

Richburg Tank	2221 S 40 th Avenue
Methodist Tank	450 Weathersby Road
4 th Street Well	3320 W 4 th Street
USM Tank and Well	2811 W 4 th Street
North Lagoon	3401 Lakeview Road
South Lagoon	1903 E Hardy Street
Turner Road Wells and Tank	135 J. Ed Turner Drive
Booster Station @ Industrial Tank	Tatum Blvd
Lake Estates	1101 Lake Estates Drive
(two wells & tank)	
Booster Station	Lincoln Road

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE

**IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE
ACCOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.**

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

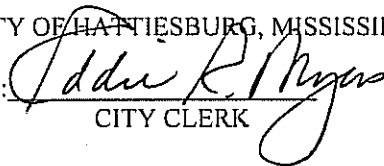
**BID
CHLORINE GAS IN 150 LB CONTAINERS -
HATTIESBURG WATER DEPARTMENT, ITEM #12
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #12 - CHLORINE GAS IN 150 LB CONTAINERS FOR THE HATTIESBURG
WATER DEPARTMENT

ITEM	UNIT BID PRICE
CHLORINE-150 LB. CONTAINERS (PRICE PER 150 POUND CONTAINER)	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #13: SODIUM FLUORASILICATE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluorasilicate, which meets or exceeds the following specifications, to-wit:

Sodium Fluorasilicate, Na_2SiF_6 powder form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flat bed trailer to accommodate use of a ground level forklift for unloading pallets.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending September 30, 2012, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

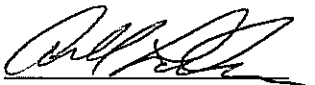
Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
SODIUM FLUORASILICATE -
HATTIESBURG WATER DEPARTMENT, ITEM #13
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

BY: 
CITY CLERK

SPECIFICATIONS FOR ITEM #14: SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluoride, which meets or exceeds the following specifications, to-wit:

Sodium Fluoride, NaF granular form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flat bed trailer to accommodate use of a ground level forklift for unloading pallets.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending September 30, 2012, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

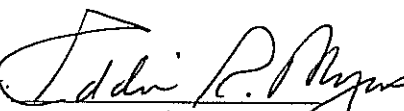
SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

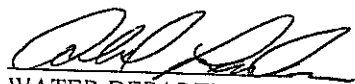
**BID
SODIUM FLUORIDE -
HATTIESBURG WATER DEPARTMENT, ITEM #14
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:

A handwritten signature in black ink, appearing to be 'C. M. Smith', written over a horizontal line.

WATER DEPARTMENT

SPECIFICATIONS FOR ITEM #15: PRECAST CONCRETE MANHOLES FOR THE PUBLIC SERVICES/WATER DEPARTMENT

Bidder shall bid on furnishing Precast Concrete Manholes, which meets or exceeds the following specifications, to-wit:

Precast concrete manholes shall consist of reinforced riser sections, an eccentric cone or flat slab top section, and a base section (all conforming with details as shown on the Plans in the Engineering Department).

Precast reinforced concrete sections shall meet the requirements of the latest edition of ASTM Designation C-478, and shall not have more than two (2) holes for the purpose of handling.

Joints for precast sections shall be concrete pipe type and shall be sealed with preformed joint compound or rubber gaskets. Performed joint compound shall meet Federal Specification SS-S00210 (210-A) and AASHTO Specification M-198, rubber gaskets shall meet ASTM Designation C-443.

Manhole steps shall be coated corrosion resistant PS-2 steps as manufactured by M.A. Industries, Inc., Peachtree City, Georgia, "Surefoot" rubber encased steps as manufactured by Oliver Tire and Rubber Co., or approved equal.

Prices quoted shall be submitted on both pickup by the City and delivered within City limits of Hattiesburg.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or

Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

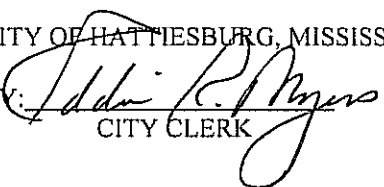
**BID
PRECAST CONCRETE MANHOLES -
PUBLIC SERVICES/WATER DEPARTMENT, ITEM #15
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #15 - PRECAST CONCRETE MANHOLES FOR THE PUBLIC SERVICES/
WATER DEPARTMENT

BID FORM		
ITEMS	F.O.B. (DELIVERED)	F.O.B. (PLANT)
48" DIAMETER (RISER)		
FLAT SLAB TOP		
BOTTOM-TYPE "A"		
60" DIAMETER (RISER)		
FLAT SLAB TOP		
BOTTOM-TYPE "A"		
72" DIAMETER (RISER)		
FLAT SLAB TOP		
BOTTOM-TYPE "A"		
TOTAL		

STEPS-PRICE PER FOOT:	
-----------------------	--

RUBBER FLEXIBLE CONNECTIONS	F.O.B. (DELIVERED)	F.O.B. (PLANT)
6"		
8"		
10"		
12"		
15"		
TOTAL		

GRAND TOTAL BID PRICE	
-----------------------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #16: PVC SOLID WALL PIPE SDR 26 RUBBER GASKET
FOR THE SEWER DIVISION, HATTIESBURG WATER
DEPARTMENT**

Bidder shall bid on furnishing PVC solid wall pipe SDR 26 rubber gasket, which meets or exceeds the following specifications, to-wit:

PVC Pipe - PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with SDR 26 and a minimum stiffness of 115 PSI. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

PVC Pipe Rubber Gasket:

Length - 12'-6" Diameter - 4"

Diameter - 6"
Diameter - 8"
Diameter - 10"
Diameter - 12"
Diameter - 15"

PVC Fittings, Rubber Gasket Joints:

WYE

4" X 4" X 4"
6" X 6" X 4"
6" X 6" X 6"
8" X 8" X 6"
10" X 10" X 6"
12" X 12" X 6"
15" X 15" X 6"

TEE

4" X 4" X 4"
6" X 6" X 4"
6" X 6" X 6"
8" X 8" X 6"
10" X 10" X 6"
12" X 12" X 6"
15" X 15" X 6"

BEND

4" 1/8
6" 1/8
8" 1/8

4" 1/16
6" 1/16
8" 1/16

TAPPING SADDLE WYE RUBBER GASKET

6" X 4"
8" X 4"
8" X 6"
10" X 6"
12" X 6"
15" X 6"

TAPPING SADDLE TEE RUBBER GASKET

6" X 4"
8" X 4"
8" X 6"
10" X 6"
12" X 6"
15" X 6"

Spigot Cap
Reducing Bushing

STUB DIAMETER

6"

FOR PIPE SIZES

8" 10" 12" 15"
8" --- --- ---

CONCENTRIC REDUCERS FOR PIPE SIZES

6" X 8"
8" X 10"
10" X 12"
12" X 15"

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
PVC SOLID WALL PIPE SDR 26 RUBBER GASKET -
SEWER DIVISION, HATTIESBURG WATER DEPARTMENT, ITEM #16
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #16 - PVC SOLID WALL PIPE SDR 26 RUBBER GASKET FOR THE
SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

Παγε 4

ITEM #16 - PVC SOLID WALL PIPE SDR 26 RUBBER GASKET FOR THE
SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

PVC PIPE RUBBER GASKET - 12'6"	LINEAR FOOT
4"	
6"	
8"	
10"	
12"	
15"	
TOTAL	

PVC FITTINGS, RUBBER GASKET JOINTS	EACH
(WYE SIZES)	
4" X 4" X 4"	
6" X 6" X 4"	
6" X 6" X 6"	
8" X 8" X 6"	
10" X 10" X 6"	
12" X 12" X 6"	
15" X 15" X 6"	
TOTAL	

TEE SIZES	
4" X 4" X 4"	
6" X 6" X 4"	
6" X 6" X 6"	
8" X 8" X 6"	
10" X 10" X 6"	
12" X 12" X 6"	
15" X 15" X 6"	
TOTAL	

BEND SIZES	
4" 1/8	
4" 1/16	

ITEM #16 - PVC SOLID WALL PIPE SDR 26 RUBBER GASKET FOR THE
SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

Παγε 5

6" 1/8	
6" 1/16	
8" 1/8	
8" 1/16	
TOTAL	

TAPPING SADDLE WYE RUBBER GASKET	EACH
6" X 4"	
8" X 4"	
8" X 6"	
10" X 6"	
12" X 6"	
15" X 6"	
TOTAL	

TAPPING SADDLE TEE RUBBER GASKET	EACH
6" X 4"	
8" X 4"	
8" X 6"	
10" X 6"	
12" X 6"	
15" X 6"	
TOTAL	

SPIGOT CAPS	EACH
8"	
10"	
12"	
15"	
TOTAL	

REDUCING BUSHING	EACH
6" X 8"	

CONCENTRIC REDUCERS	EACH
6" X 8"	

ITEM #16 - PVC SOLID WALL PIPE SDR 26 RUBBER GASKET FOR THE Sewer Division, Hattiesburg Water Department Page 6

8" X 10"	
10" X 12"	
12" X 15"	
TOTAL	

GRAND TOTAL BID PRICE	
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NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #17: PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS
CONSTRUCTED OF ELASTOMERIC POLYVINYL
CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG
WATER DEPARTMENT**

Bidder shall bid on furnishing plastic flexible couplings and connectors in sizes listed on the City of Hattiesburg's bid form provided, which meets or exceeds the following specifications, to-wit:

Couplings and connectors shall be constructed of elastomeric polyvinyl chloride (PVC) with one piece design in concentric and eccentric style couplings, capable of connection to asbestos cement, cast iron, clay, concrete, copper, ductile iron, fibre, plastic, and steel pipe.

4" plastic to 4" plastic
4" plastic to 4" concrete
4" plastic to 4" clay
4" concrete to 4" concrete
6" plastic to 4" plastic
6" plastic to 4" concrete
6" plastic to 4" clay
6" concrete to 4" plastic
6" concrete to 4" clay
6" concrete to 4" concrete
6" plastic to 6" plastic
6" plastic to 6" clay
6" concrete to 6" plastic
8" concrete to 6" clay
8" concrete to 6" plastic
8" concrete to 6" concrete
8" plastic to 6" clay
8" plastic to 6" concrete
8" plastic to 6" plastic
8" plastic to 8" plastic
8" plastic to 8" concrete
8" plastic to 8" clay
10" plastic to 10" plastic
10" plastic to 10" concrete
10" plastic to 10" clay
12" plastic to 12" plastic
12" plastic to 12" concrete
12" plastic to 12" clay
15" plastic to 15" plastic
15" plastic to 15" concrete
15" plastic to 15" clay

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department

Officials.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2010, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

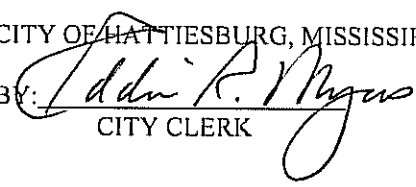
**BID
PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS -
HATTIESBURG WATER/SEWER DEPARTMENT, ITEM #17
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

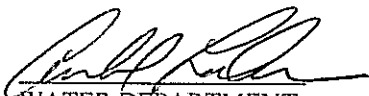
APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

**ITEM #17 - PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED
OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION,
HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
4" PLASTIC TO 4" PLASTIC	
4" PLASTIC TO 4" CONCRETE	
4" PLASTIC TO 4" CLAY	
4" CONCRETE TO 4" CONCRETE	
6" PLASTIC TO 4" PLASTIC	
6" PLASTIC TO 4" CONCRETE	
6" PLASTIC TO 4" CLAY	
6" CONCRETE TO 4" PLASTIC	
6" CONCRETE TO 4" CLAY	
6" CONCRETE TO 4" CONCRETE	
6" PLASTIC TO 6" PLASTIC	
6" PLASTIC TO 6" CLAY	
6" CONCRETE TO 6" PLASTIC	
8" CONCRETE TO 6" CLAY	
8" CONCRETE TO 6" PLASTIC	
8" CONCRETE TO 6" CONCRETE	
8" PLASTIC TO 6" CLAY	
8" PLASTIC TO 6" CONCRETE	
8" PLASTIC TO 6" PLASTIC	
8" PLASTIC TO 8" PLASTIC	
8" PLASTIC TO 8" CONCRETE	
8" PLASTIC TO 8" CLAY	
10" PLASTIC TO 10" PLASTIC	
10" PLASTIC TO 10" CONCRETE	
10" PLASTIC TO 10" CLAY	
12" PLASTIC TO 12" PLASTIC	
12" PLASTIC TO 12" CONCRETE	
12" PLASTIC TO 12" CLAY	
15" PLASTIC TO 15" PLASTIC	
15" PLASTIC TO 15" CONCRETE	
15" PLASTIC TO 15" CLAY	

TOTAL	
-------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #18: POLYVINYL CHLORIDE (PVC) C-900-92 PRESSURE PIPE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing polyvinyl chloride (PVC) C-900-92 pressure pipe for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

Polyvinyl Chloride (PVC) Pressure Pipe 4 inches thru 12 inches
for water distribution

Must meet ANSI/AWWA Standard C-900-92 pipe OD to be ductile
iron size

Vendor shall bid pressure class 150 and 200

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
POLYVINYL CHLORIDE (PVC) C-900-92 PRESSURE
PIPE - HATTIESBURG WATER DEPARTMENT, ITEM #18
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012**

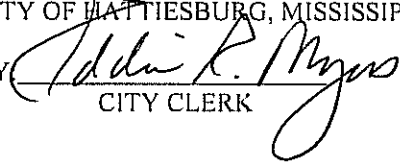
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi

Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

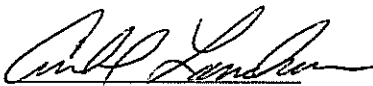
APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY


CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #18 - POLYVINYL CHLORIDE (PVC) C-900-92 PRESSURE PIPE
FOR THE HATTIESBURG WATER DEPARTMENT

CLASS 150 PVC PRESSURE PIPE	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
TOTAL	

CLASS 200 PVC PRESSURE PIPE	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
TOTAL	

GRAND TOTAL BID PRICE	
-----------------------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #19: DUCTILE IRON PIPE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing ductile iron pipe for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum of 150 psi (or project requirements), whichever is greater, plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in a Type 3 to 5 laying condition with a depth of cover as required per plans.

Ductile iron pipe shall be manufactured in the U.S.A., in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture for 16" and smaller pipe and 75% of the yield strength for 18" and larger pipe.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 lining and coating (for fittings) shall be the same as specified for ductile iron pipe.

All pipe, fittings, and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

All flange pipe shall comply with ANSI/AWWA C115/A21.15. Pipe barrel shall be made in accordance with ANSI/AWWA C151/A21.51, and shall have a thickness of no less than special thickness class 53. All flanges shall be ductile iron and rated for working pressure of 250 psi. Unless stated otherwise, flanged pipe shall be cement lined as per above and shop primed on the outside diameter as recommended by the pipe manufacturer.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

Bidder shall provide pricing for "truck load quantities", as provided on enclosed bid form, for sizes 14" thru 20" pipe for class 250 and sizes 4" thru 12" pipe for class 350.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of

invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

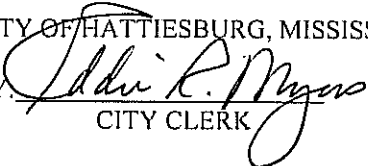
**BID
DUCTILE IRON PIPE -
HATTIESBURG WATER DEPARTMENT, ITEM #19
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

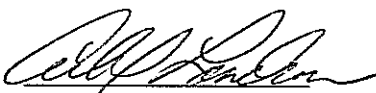
APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #19 - DUCTILE IRON PIPE FOR THE WATER DEPARTMENT

PUSH-ON TYPE JOINTS	TRUCK LOAD QUANTITIES
14" P.C. 250 (PER LF)	
16" P.C. 250 (PER LF)	
18" P.C. 250 (PER LF)	
20" P.C. 250 (PER LF)	
TOTAL	

4" P.C. 350 (PER LF)	
6" P.C. 350 (PER LF)	
8" P.C. 350 (PER LF)	
10" P.C. 350 (PER LF)	
12" P.C. 350 (PER LF)	
TOTAL	

GRAND TOTAL BID PRICE	
-----------------------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #20: FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the work area.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he has available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department. Equipment list will not include leased or rented equipment.

Bidder will be allowed an allowance of one and one half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a two (2) hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for water construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Work performed under the terms of this contract which provides new installation or repair of water lines shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Any item or unit of work that must be performed for completion of repair, replacement or installation that is not shown on bid form will be absorbed by bidder, or as authorized by City Engineer. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

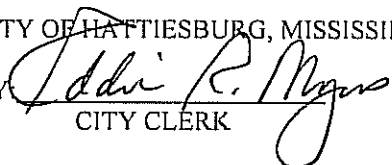
**BID
FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT
OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES
AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #20
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012
CERTIFICATE OF RESPONSIBILITY NO. _____**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

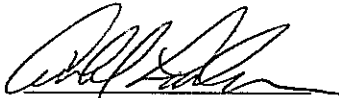
APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #20 - FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR,
REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER
LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
4" BENDS, INCLUDING BLOCKING, PER EACH	
6" BENDS, INCLUDING BLOCKING, PER EACH	
8" BENDS, INCLUDING BLOCKING, PER EACH	
10" BENDS, INCLUDING BLOCKING, PER EACH	
12" BENDS, INCLUDING BLOCKING, PER EACH	
14" BENDS, INCLUDING BLOCKING, PER EACH	
16" BENDS, INCLUDING BLOCKING, PER EACH	
18" BENDS, INCLUDING BLOCKING, PER EACH	
20" BENDS, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" TEES, INCLUDING BLOCKING, PER EACH	
6" TEES, INCLUDING BLOCKING, PER EACH	
8" TEES, INCLUDING BLOCKING, PER EACH	
10" TEES, INCLUDING BLOCKING, PER EACH	
12" TEES, INCLUDING BLOCKING, PER EACH	
14" TEES, INCLUDING BLOCKING, PER EACH	
16" TEES, INCLUDING BLOCKING, PER EACH	
18" TEES, INCLUDING BLOCKING, PER EACH	
20" TEES, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
14" VALVES, PER EACH	
16" VALVES, PER EACH	
18" VALVES, PER EACH	
20" VALVES, PER EACH	
TOTAL	

6" SOLID SLEEVES, PER EACH	
8" SOLID SLEEVES, PER EACH	
10" SOLID SLEEVES, PER EACH	
12" SOLID SLEEVES, PER EACH	
16" SOLID SLEEVES, PER EACH	
TOTAL	

FIRE HYDRANTS, INCLUDING BLOCKING PER EACH	
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VALVE BOXES, PER EACH	
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ITEMS	UNIT BID PRICE
4" DUCTILE IRON P.C. 350, PER LF	
6" DUCTILE IRON P.C. 350, PER LF	
8" DUCTILE IRON P.C. 350, PER LF	
10" DUCTILE IRON P.C. 350, PER LF	
12" DUCTILE IRON P.C. 350, PER LF	
TOTAL	

14" DUCTILE IRON P.C. 250, PER LF	
16" DUCTILE IRON P.C. 250, PER LF	
18" DUCTILE IRON P.C. 250, PER LF	
20" DUCTILE IRON P.C. 250, PER LF	
TOTAL	

4" PVC C900 P.C. 200, PER LF	
6" PVC C900 P.C. 200, PER LF	
8" PVC C900 P.C. 200, PER LF	
10" PVC C900 P.C. 200, PER LF	
12" PVC C900 P.C. 200, PER LF	
14" PVC C900 P.C. 150, PER LF	
16" PVC C900 P.C. 150, PER LF	
18" PVC C900 P.C. 150, PER LF	
20" PVC C900 P.C. 150, PER LF	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR DIRECTIONAL BORING OF
WATER MAIN USING HDPE PIPE, SDR11, PRESSURE CLASS 260 WITH FUSION JOINTS**

ITEMS	UNIT BID PRICE
2" HDPE PER LF	
4" HDPE PER LF	
6" HDPE PER LF	
8" HDPE PER LF	
10" HDPE PER LF	
12" HDPE PER LF	
14" HDPE PER LF	
16" HDPE PER LF	
1" SERVICE LINES	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATIONS OF SERVICE LINE FOR THE HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
1" TUBING P.C. 200, PER LF	
1" CURB STOP, PER EACH	
1" CORP COCK, PER EACH	
DOUBLE STRAP SERVICE SADDLES - 4", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 6", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 8", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 10", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 12", PER EACH	
TOTAL	

FURNISH EQUIPMENT INCLUDING MAINTENANCE, FUEL AND OPERATOR

ITEMS	UNIT BID PRICE
BACKHOE, 555 OR EQUAL, PER HOUR	
DUMP TRUCK, 12-14 C.Y., TANDEM, PER HOUR	
VACUUM TRUCK, PER HOUR	
WATER PUMP, 3" OR 4", PER HOUR	
SERVICE TRUCK WITH TWO CREW WORKERS, PER HOUR	
CRAWLER TRACK HOE, PER HOUR	
SKID STEER WITH HYDRAULIC BREAKER, PER HOUR	
MINI EXCAVATOR, PER HOUR	
TOTAL	

REPAIR OF ROADWAY, DRIVES AND PARKING AREAS

ITEMS	UNIT BID PRICE
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SELECT GRANULAR FILL, PER C.Y.	
ASPHALT FOR PAVING REPAIR, PER TON	
CONCRETE REPAIR, 6" THICK, PER S. Y.	
CLAY GRAVEL, PER C. Y.	
WASHED GRAVEL, PER C. Y.	
TOTAL	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING INSERT A VALVES

ITEMS	UNIT BID PRICE
4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
TOTAL	

FURNISH SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING

ITEMS	UNIT BID PRICE
SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING, PER CENT	
TURBINE OR CENTRIFUGAL PUMP, INVOICE COST PLUS PERCENT FOR HANDLING	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING TAPPING SLEEVES AND VALVES AND CUTTING HOLE

ITEMS	UNIT BID PRICE
4" X 2" SLEEVE AND VALVE, PER EACH	
4" X 4" SLEEVE AND VALVE, PER EACH	
6" X 2" SLEEVE AND VALVE, PER EACH	
6" X 4" SLEEVE AND VALVER, PER EACH	
8" X 2" SLEEVE AND VALVE, PER EACH	
8" X 4" SLEEVE AND VALVE, PER EACH	
8" X 6" SLEEVE AND VALVE, PER EACH	
8" X 8" SLEEVE AND VALVE, PER EACH	
10" X 2" SLEEVE AND VALVE, PER EACH	
10" X 4" SLEEVE AND VALVE, PER EACH	
10" X 6" SLEEVE AND VALVE, PER EACH	
10" X 8" SLEEVE AND VALVE, PER EACH	
10" X 10" SLEEVE AND VALVE, PER EACH	

12" X 2" SLEEVE AND VALVE, PER EACH	
12" X 4" SLEEVE AND VALVE, PER EACH	
12" X 6" SLEEVE AND VALVE, PER EACH	
12" X 8" SLEEVE AND VALVE, PER EACH	
12" x 10" SLEEVE AND VALVE, PER EACH	
12" X 12" SLEEVE AND VALVE, PER EACH	
16" X 2" SLEEVE AND VALVE, PER EACH	
16" X 4" SLEEVE AND VALVE, PER EACH	
16" X 6" SLEEVE AND VALVE, PER EACH	
16" X 8" SLEEVE AND VALVE, PER EACH	
16" X 10" SLEEVE AND VALVE, PER EACH	
16" X 12" SLEEVE AND VALVE, PER EACH	
16" X 16" SLEEVE AND VALVE, PER EACH	
20" X 4" SLEEVE AND VALVE, PER EACH	
20" X 6" SLEEVE AND VALVE, PER EACH	
20" X 8" SLEEVE AND VALVE, PER EACH	
20" X 10" SLEEVE AND VALVE, PER EACH	
20" X 12" SLEEVE AND VALVE, PER EACH	
20" X 16" SLEEVE AND VALVE, PER EACH	
TOTAL	
GRAND TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #21: CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING, AND CORPORATION STOP COUPLINGS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Corporation Stop, 3-Part Union, Straight Coupling, and Corporation Stop Couplings for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

1. Corporation Stop:

Inlet - AWWA (or Mueller) Thread
Outlet - Conductive Compression connection, Type K copper service pipe size, Rubber compression ring with metal retainer insert, or pack joint
Equal to or better than Mueller 110 compression connection, or Ford pack joint
Material - Corporation stop body and moving parts to be red brass
Bidder shall bid on both 3/4" and 1" sizes

2. 3-Part Union:

Connections - Equal to or better than Mueller 110 compression connection, or Ford pack joint
Material - Red brass
Sizes - 3/4" and 1" type K copper size

3. Straight Coupling:

Inlet - Equal to or better than Mueller 110 compression coupling, or Ford pack joint to fit type K copper size
Outlet - Iron pipe threads
Material - Red brass
Sizes - 3/4" and 1" Male and Female

4. Corporation Stop Couplings:

Inlet - Inside Mueller threads
Outlet - Copper
Equal to or better than Mueller H-15485, 1/8 bend, or Ford pack joint 1/8 bend
Material - Red brass
Sizes - 3/4" and 1"

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

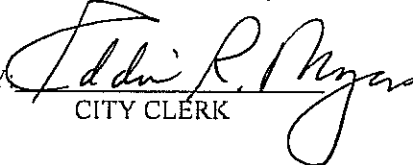
Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ITEM #21 CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING,
CORPORATION STOP COUPLINGS HATTIESBURG WATER DEPARTMENT,
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

**ITEM #21 - CORPORATION STOP, 3-PART UNION AND STRAIGHT COUPLING
FOR THE HATTIESBURG WATER DEPARTMENT**

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
CORPORATION STOPS		
3/4"		
1"		
3 PART UNIONS		
3/4"		
1"		
STRAIGHT COUPLINGS		
3/4" MALE		
1" MALE		
3/4" FEMALE		
1" FEMALE		
CORPORATION STOP COUPLINGS		
3/4"		
1"		
GRAND TOTAL BID PRICE		

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #22: WATER VALVE BOXES FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Water Valve Boxes for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

5-1/4 inch shaft water valve box - extension 18 to 24 inches

5-1/4 inch shaft water valve box - extension 24 to 36 inches

Water Valve box adjusting risers for above 1½" and 2" heights

All boxes to be cast iron two-piece, screw type with lids,
Lids to be marked "WATER"

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

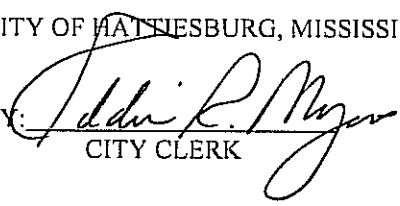
BID
WATER VALVE BOXES -
HATTIESBURG WATER DEPARTMENT, ITEM #22
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #22 - WATER VALVE BOXES FOR THE HATTIESBURG WATER
DEPARTMENT

ITEMS	UNIT BID PRICE
VALVE BOX (SIZE 18 TO 24" EXTENSION)	
VALVE BOX (SIZE 24 TO 36" EXTENSION)	
TOTAL	

VALVE BOX ADJUSTING RISERS FOR THE ABOVE	
1½"	
2"	
TOTAL	

GRAND TOTAL BID PRICE	
-----------------------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #23: LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Leak Repair Clamps, Compression Fittings and Bell Joint Leak Clamps for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

1. All purpose Leak Repair Clamps equal to or exceeds Smith Blair 245 series:
 - Material - Band - Stainless Steel
 - Lugs - Grey iron, or malleable iron, ductile iron or stainless steel, epoxy coated
 - Gaskets - Rubber compound with grid surface
 - Bolts and Nuts - Galvanized, electroplated or stainless steel
 - Sizes to fit - 3/4" thru 4" steel pipe
 - Widths - 3" and 6"
2. Compression Fittings for Steel Water Pipe equal to or exceeds Dressen Style 65L:
 - Material - Metal must be galvanized, electrocoated or corrosive resistant
 - Sizes to fit - 3/4" thru 2" diameter steel pipe
 - Length - 3", 5" and 7"
3. Bell Joint Leak Clamps:
 - Slip joint pipe, 4" to 20" run, standard, cast iron pipe bells, with galvanized or electrocoated bolts, complete with accessories

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

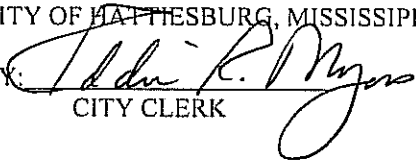
BID
LEAK REPAIR CLAMPS, COMPRESSION FITTINGS & BELL JOINT
LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #23
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #23 - LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT
LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

LEAK REPAIR CLAMPS (ALL PURPOSE)	UNIT BID PRICE
3/4 X 3	
3/4 X 6	
1 X 3	
1 X 6	
1½ X 3	
1½ X 6	
2 X 3	
2 X 6	
3 X 3	
3 X 6	
4 X 3	
4 X 6	
TOTAL	

COMPRESSION FITTING	UNIT BID PRICE
3/4 X 3	
3/4 X 5	
3/4 X 7	
1 X 3	
1 X 5	
1 X 7	
1½ X 3	
1½ X 5	
1½ X 7	
2 X 3	

2 X 5	
2 X 7	
TOTAL	

BELL JOINT LEAK CLAMPS	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
16"	
18"	
20"	
TOTAL	

GRAND TOTAL	
-------------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #24: MECHANICAL JOINT RETAINER GLANDS WITH THRUST WEDGES 4" THRU 20" FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Mechanical Joint Retainer Glands with Thrust Wedges for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

Mechanical Joint Retainer Glands with Thrust Wedges:

Sizes - 4", 6", 8", 10", 12", 14", 16", 18" and 20"

- | | |
|------------|--|
| TYPE NO. 1 | To fit Ductile or Cast Iron Water Pipe. Equal to or better than EBAA Iron, Inc. "Megalug" Series 1100 |
| TYPE NO. 2 | To fit PVC Water Pipe. Both C-900 C.I. size and/or I.P.S. Schedule 40 equal to or better than EBAA Iron, Inc. "Megalug" Series 2000 P.X. |
| TYPE NO. 3 | To fit Ductile or Cast Iron Water Pipe equal to or better than EBAA Iron, Inc. "Split Megalug" Series 100 S.D. |

Prices shall be submitted for purchases in quantities of one (1) and ten (10) on a per unit basis.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or

Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

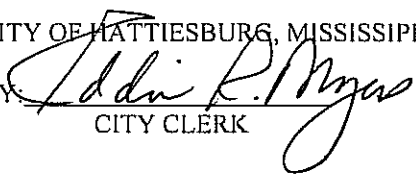
**BID
MECHANICAL JOINT RETAINER GLANDS WITH THRUST WEDGES
FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #24
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #24 - MECHANICAL JOINT RETAINER GLANDS WITH THRUST WEDGES
4" THRU 20" FOR THE HATTIESBURG WATER DEPARTMENT

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ITEM #24 - MECHANICAL JOINT RETAINER GLANDS WITH THRUST
WEDGES 4" THRU 20" FOR THE HATTIESBURG WATER
DEPARTMENT

TYPE NO. 1 GLANDS - QUANTITY OF ONE (1)	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
14"	
16"	
18"	
20"	
TOTAL	

TYPE NO. 1 GLANDS - QUANTITY OF TEN (10)	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
14"	
16"	
18"	
20"	
TOTAL	

TYPE NO. 2 GLANDS - QUANTITY OF ONE (1)	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
14"	
16"	
18"	

ITEM #24 - MECHANICAL JOINT RETAINER GLANDS WITH THRUST WEDGES
4" THRU 20" FOR THE HATTIESBURG WATER DEPARTMENT

Page 4

20"	
TOTAL	

TYPE NO. 2 GLANDS - QUANTITY OF TEN (10)	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
14"	
16"	
18"	
20"	
TOTAL	

TYPE NO. 3 GLANDS - QUANTITY OF ONE (1)	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
14"	
16"	
18"	
20"	
TOTAL	

TYPE NO. 3 GLANDS - QUANTITY OF TEN (10)	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
14"	
16"	
18"	

ITEM #24 - MECHANICAL JOINT RETAINER GLANDS WITH THRUST WEDGES
4" THRU 20" FOR THE HATTIESBURG WATER DEPARTMENT

Παγε 5

20"	
TOTAL	
GRAND TOTAL BID PRICE	

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #25: STAINLESS STEEL TAPPING SLEEVES FOR CAST IRON PIPE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Stainless Steel Tapping Sleeves for Cast Iron Pipe for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

Stainless Steel Tapping Sleeves in all available sizes
for 4" thru 12" Cast/Ductile Iron Size Water Pipe

Sleeve must be equal to or better than the Ford "SST"
Stainless Steel Tapping Sleeve

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

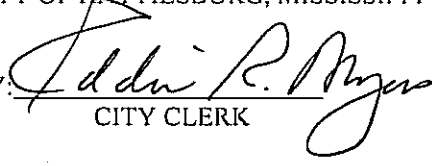
**BID
STAINLESS STEEL TAPPING SLEEVES FOR CAST IRON
PIPE FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #25
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #25 - STAINLESS STEEL TAPPING SLEEVES FOR CAST IRON PIPE FOR THE
HATTIESBURG WATER DEPARTMENT

STAINLESS STEEL TAPPING SLEEVES	UNIT BID PRICE
4 X 4	
6 X 4	
6 X 6	
8 X 4	
8 X 6	
8 X 8	
10 X 4	
10 X 6	
10 X 8	
10 X 10	
12 X 4	
12 X 6	
12 X 8	
12 X 10	
12 X 12	
16 X 4	
16 X 6	
16 X 8	
16 X 10	
16 X 12	
TOTAL BID PRICE	

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #26: CAST/DUCTILE IRON MECHANICAL JOINT OFFSETS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Cast/Ductile iron Mechanical Joint Offsets for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

Cast/Ductile Iron Joint Offsets

Sizes - 4 X 6, 4 X 12, 4 X 18, 4 X 24, 6 X 6,
6 X 12, 6 X 18, 6 X 24, 8 X 6, 8 X 12,
8 X 18, 8 X 24, 10 X 12, 10 X 18, 12 X 6,
12 X 12, 12 X 18, 12 X 24

Bid Plain End, to be furnished with complete accessories

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

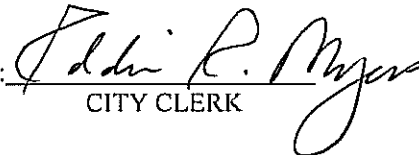
Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
CAST/DUCTILE IRON MECHANICAL JOINT OFFSETS
FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #26
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012**

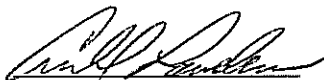
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:-


WATER DEPARTMENT

ITEM #26 - CAST/DUCTILE IRON MECHANICAL JOINT OFFSETS FOR THE
HATTIESBURG WATER DEPARTMENT

MECHANICAL JOINT X PLAIN END OFFSETS	UNIT BID PRICE
4 X 6	
4 X 12	
4 X 18	
4 X 24	
6 X 6	
6 X 12	
6 X 18	
6 X 24	
8 X 6	
8 X 12	
8 X 18	
8 X 24	
10 X 12	
10 X 18	
12 X 6	
12 X 12	
12 X 18	
12 X 24	
TOTAL	

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #28: REPLACEMENT PARTS FOR AERATORS AT THE
LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Replacement Parts for Aerators at the North and South Lagoons for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

15 H.P. Motors:

1800 RPM
208-230/460 volts 60 Hz
Motor Frame 254 T
Service Factor 1.25
U.S. Motors Catalog number U15P2D or equivalent

10 H.P. Motors

1800 RPM
208-330/460 volts 60 Hz
Motor frame 215 T
Service Factor 1.25
U.S. Motors catalog number U10P2D or equivalent

Belts

RBX048-2 or equivalent
RBX042-2 or equivalent
RBX040-2 or equivalent

Sheave and bushings

2B8.6 SK QD Sheave
2B4.6 SK QD Sheave
1-5/16 inch SK QD Bushing
1-5/8 inch SK QD Bushing

Gear Boxes

Sumitomo 215G Gear reducer 14:1 ratio or equivalent with taper grip bushing

Bolt-on Bulkhead with four bolt hole pattern or equivalent parts included in the assembly are

2-15/16" x 9" long shaft
3-7/16" plastic bearing
2 15/16" x 3 7/16" Bronze Bushing
3 7/16" Lock Collar

Pontoons

22" x 8' Aluminum floats with foam part number WAF2208F or equivalent
25" x 8' Aluminum floats with foam part number WAF2508F or equivalent
27" x 8' Aluminum floats with foam part number WAF2708F or equivalent

The City will accept the lowest and best bid for all replacement parts for the aerator. Replacement parts will be evaluated on conformance with specifications, quality, and reliability of the vendor, and will be awarded on a part by part basis.

It is not our intention to restrict or inhibit any vendor from bidding other manufacturers and/or parts than those listed in these specifications. However, the parts requested must be compatible with the existing equipment.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be **FIRM** for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within fourteen (14) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

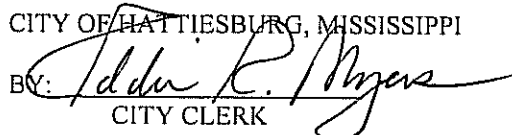
**REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE
HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. FEBRUARY 23, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and bids received and to waive informalities.

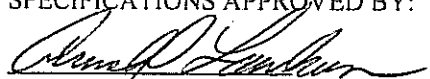
APPROVED on this, the 17th day of January A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE
HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors		
10 H.P. Motors		
RBX048-2 Belt (or equivalent)		
RBX042-2 Belt (or equivalent)		
RBX040-2 Belt (or equivalent)		
2B8.6 SK QD Sheave		
2B4.6 SK QD Sheave		
1-5/16" SK QD Bushing		
1-5/8" SK QD Bushing		
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)		
2-15/16" x 9" long shaft		
3-7/16" plastic bearing		
2 15/16" x 3 7/16" Bronze Bushing		
3 7/16" Lock Collar		
22" x 8' Aluminum floats		
25" x 8' Aluminum floats		
27" x 8' Aluminum floats		
TOTAL BID PRICE		

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



City of Hattiesburg, MS

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

Master

File Number: 2012-0455

File ID: 2012-0455

Type: Regular Agenda Item

Status: Tabled

Version: 2

Reference:

In Control: City Council

File Created: 01/05/2012

Brief Title: Energy Performance Development Agreement between the City of Hattiesburg and Johnson Controls

Final Action:

Minute Book Number: MB2012-1/16-20

Title:

Acknowledge receipt of statements of qualifications on August 4, 2011 for Energy and Utilities Performance Contracting Services and Authorize Mayor to execute an Energy Project Development Agreement between the City of Hattiesburg and Johnson Controls, Inc.

Notes:

Sponsors:

Enactment Date:

Attachments: PDA Johnson Controls 1 10 11

Enactment Number:

Contact:

Meeting Date: 01/12/2012

Drafter: Sheri Tisdale

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	01/17/2012					

Text of Legislative File 2012-0455

Title

Acknowledge receipt of statements of qualifications on August 4, 2011 for Energy and Utilities Performance Contracting Services and Authorize Mayor to execute an Energy Project Development Agreement between the City of Hattiesburg and Johnson Controls, Inc.

Summary

Energy Project Development Agreement between the City of Hattiesburg and Johnson Controls.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Solutions Project Development Agreement

PROJECT DEVELOPMENT AGREEMENT BETWEEN

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

AND

Johnson Controls, Inc.
193 Business Park Drive
Suite A-1
Ridgeland, MS 39157

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the Customer named above to develop a Performance Contract. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

1. Scope of Work

It is the Parties' mutual understanding that this Project Development Agreement will: Provide for the development of Facility improvements at the specified city facilities that will fund themselves out of energy and operational savings over a period of up to 15 years. Attachment 1 includes a preliminary list of the facilities and improvements that will be evaluated. The information will be presented in the form of a Technical Energy Analysis, which is a required document of the Mississippi Development Authorities Energy Division.

2. Records and Data

During the Study, Customer will furnish to JCI upon its request, accurate and complete data concerning current costs, budgets, facilities requirements, future projected loads, facility operating requirements, collective bargaining agreements, etc. JCI will provide a separate document with the required information and Customer shall make every effort to provide that information within 5 days of request.

3. Preparation of Implementation Contract

Along with the other Scope of Work required under this Agreement, JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. These Agreements shall be co-developed by JCI and Customer during the PDA. These documents will vary dependant on the Customer desired structure, but where possible shall be standardized JCI documents for most expedient delivery.

4. Price and Payment Terms

Customer agrees to pay to JCI the sum of **\$182,313** within 60 days after the delivery to the Customer of the documentation described under paragraph 1 of this Agreement. However, Customer will have no obligation to pay this amount if:

1. JCI and the Customer enter into the implementation Agreement (outlined in Section 3) within 60 days after the delivery to the Customer of the documentation described under paragraph 1 of this Agreement. Costs for the Study will be transferred to the total cost of the implementation Contract and be subject to the payment terms outlined in the Contract.
2. All cost (principal, interest and maintenance) incurred by the customer during the term of the Performance Contract Agreement are greater than the guaranteed savings, avoided costs and program credits during the 15 year maximum term.

5. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

5. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

6. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

8. Timeline

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently toward meeting the following timeline:

- Signed Project Development Agreement (PDA) – 1/17/2012
- JCI to complete Project Development, and provide firm costs – 5/15/2012
- Finalize Agreements and begin Implementation – 7/15/2012
- Anticipated Completion and begin System Operation – 7/15/2013

These timeframes may be modified by subsequent work plans approved by the parties.

9. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.

City of Hattiesburg

By: _____
Signature: _____
Title: _____
Date: _____

By: _____
Signature: _____
Title: _____
Date: _____

ATTACHMENT 1

Table 1: Preliminary list of facilities and to be included in this Technical Energy Audit

1. City Hall	17. Police/Fire Sub-Station	32. Parking Garrage 1
2. Sanger Theatre	18. Water Billing Office	33. Parking Garrage 2
3. Sherrill Community Center	19. Water Plant 2	34. Highland Cemetary
4. Engineering Office	20. Water Plant 2 Admin	35. South Hill Cemetary
5. Roy Community Center	21. Water Plant 1	36. Police Firing Range
6. Police Sub-Station	22. Public Works	37. Train Depot
7. Burger Center	23. Traffic Control - Maint	38. Police Sub-Station
8. Sigler Community Center	24. Sanitation Office	39. Parks & Rec. Bldg
9. McNair Rec Center	25. Kamper Park Zoo	40. Veterans Memorial Park
10. Fire Station 1	26. Cultural Center	41. Fire Dept Admin Office
11. Fire Station 2	27. Mass Transit Ops Bldg	42. Voter Precient
12. Fire Station 3	28. Police/Fire Training Bldg	43. Recreational Facilities
13. Fire Station 4	29. Chain Air Port	44. Sewer Pump Stations
14. Fire Station 5	30. Police Dept. Main Bldg	45. Water Wells
15. Fire Station 6	31. Police Vehicle Maint	
16. Fire Station 7		

Improvement Measures and Services to be included in the Project Development are as follows:

1. Comprehensive and detailed energy audits of selected buildings and facilities
2. Quantify energy and utility savings including electricity, natural gas, and water/sewer costs, and any other cost reduction opportunities
3. Identify opportunities for costs reduction in the City's leased exterior and street lighting systems
4. Quantify Operations and Maintenance and performance cost reduction opportunities
5. Design of all required energy and utilities conservation opportunities and capital improvements to include renewable energy technologies (i.e., solar thermal, solar PV, geothermal, etc.)
6. Improvements in fuel consumption, tire replacement and maintenance costs for the City's vehicles and fleet equipment to include alternative fuel vehicles
7. Design of a Computerized Energy Management and Control System
8. Design of a Computerized Maintenance Management and Work Order Control System, and Asset Management for selected facilities
9. Comprehensive training of Customer employees in the operation and maintenance of all new capital improvements, computerized systems and technologies
10. Evaluate if existing buildings would be appropriate for LEED-EB certification



City of Hattiesburg, MS

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

Master

File Number: 2011-0436

File ID: 2011-0436

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Privilege License report for December 2011

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Acknowledge receipt of Privilege License Report for the month of December, 2011 from the Tax Department, as per recommendation.

Notes:

Sponsors:

Enactment Date:

Attachments: December Privilege Lic

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0436

Title

Acknowledge receipt of Privilege License Report for the month of December, 2011 from the Tax Department, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
December 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112434	20.00		A-SONSHINE BAIL BONDING 524 E 9TH ST HATTIESBURG, MS 39401
0112444	30.00		COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103
0112485	20.00	4.80	DIVA DOGS 2 2625 LINCOLN ROAD, SUITE 10 H'BURG PETAL, MS 39465
0112487	29.20	9.70	THE WHARF GRILL & BAR 6333 HWY 49, STE 40 HATTIESBURG, MS 39401
0112493	20.00		FLOYD'S GRILL 6004 HWY 98 WEST (LOWE'S PARKING LT) HATTIESBURG, MS 39402
0112519	33.75		WILLY T'S SPORTS GRILL 6 MARKET PLACE HATTIESBURG, MS 39402
0112522	20.00		RICHARD & TAZ'S PLACE 1813 EDWARDS ST HATTIESBURG, MS 39401
0112523	20.00		LOYALTEE FOREVER 2307 HARDY ST., STE 10 HATTIESBURG, MS 39401
0112524	20.00		SHIYOU LAW FIRM 301 W PINE ST HATTIESBURG, MS 39403
0112525	20.00		DANCO INC 5165 HWY 42 HATTIESBURG, MS 39401
0112554	20.00		RIDEOUT FAST TAX 2019 HARDY ST, STE B COLUMBIA, MS 39429
0112555	20.00		BACKWATER TACKLE 1305 ADELINE ST. HATTIESBURG, MS 39401
0112557	20.00		ALL AROUND AUTO SALES & SERVICE 1705 E HARDY ST HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
December 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112561	20.00		SELENA STORE 1505 E HARDY ST HATTIESBURG, MS 39401
0112565	20.00	4.80	PREMISE, INC. 4200 MAMIE ST. HATTIESBURG, MS 39402
0112574	20.00		KING OF SWEETS 1000 TURTLE CREEK MALL STE T-88 SUGAR LAND, TX 77498
0112586	150.00		DELOITTE CONSULTING LLP 5912 HWY 49, STE H-1 HATTIESBURG, MS 39401
0112589	20.00	2.40	TWELVE OAKS ACCESSORY GARDEN, LLC 140 E FRONT ST HATTIESBURG, MS 39401
0112590	20.00		OEC JAPANESE EXPRESS 3317 HARDY STREET SUITE # 20 HATTIESBURG, MS 39401
0112603	30.00		W. S. "RED" HANCOCK INC 115 PRICHARD AVE BENTONIA, MS 39040
0112606	20.00		ON LIVE ENTERTAINMENT LLC 206 BROADWAY DR HATTIESBURG, MS 39401
0112609	30.00		SMILE TIME FAMILY DENISTRY PA 106 S 21ST AVE HATTIESBURG, MS 39401
0112610	20.00		BEST INTERIORS & DESIGN 5268 OLD HWY 11, STE 9A HATTIESBURG, MS 39401
0112613	20.00		BABIBOI PROMOTIONS 718 TATUM ROAD HATTIESBURG, MS 39404
0112618	62.50	7.50	WATTS BROTHERS TRACTOR COMPANY 7061 US HWY 49 HATTIESBURG, MS 39402
0112631	20.00		NORTH AMERICAN AUTO BROKERS 1401 BROADWAY DR HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
December 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112640	20.00		RICHARDSON HEAT/AIR & ELECTRICAL 13 RICHARDSON RD PETAL, MS 39465
0112642	20.00		THE MAINTENANCE MAN 800 MAMIE ST HATTIESBURG, MS 39401

28	785.45	29.20	

183 8,809.50 242.79

Total Collection For December

New Licenses	785.45
Renewed Licenses	8,809.50
Penalties	271.99
Grand Total	9,866.94

PRIVILEGE LICENSE MONTHLY REPORT
December 2011

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112433	20.00		BEKAHSTHINGS 201 BLUE GABLE RD SUITE 202 HATTIESBURG, MS 39401
0112435	20.00		GARNER LUMLEY ELECTRIC SUPPLY CO. 318 EAST PINE ST. HATTIESBURG, MS 39401
0112436	123.00		LOWERY A.WOODALL SURGERY FACILITY 105 SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0112437	33.00		REGIONS BANK 4800 HARDY STREET HATTIESBURG, MS 39402
0112438	20.00		HAPPY HAIR BEAUTY SUPPLY 827 HARDY STREET HATTIESBURG, MS 39401
0112439	30.00		INLAND FAMILY PRACTICE CENTER, LLC 908 W. PINE STREET HATTIESBURG, MS 39401
0112440	20.00		DAVIS-MORRIS LAW FIRM, P.A. 804 WEST PINE ST. HATTIESBURG, MS 39403
0112441	20.00		A 1 AUTO SALES 5122 HWY 42 HATTIESBURG, MS 39401
0112442	20.00		SOUTHLAND FLORISTS 200 ST. PAUL ST. HATTIESBURG, MS 39401
0112443	20.00		BLUE DOLPHIN POOL SERVICE 500 CAMPBELL LOOP SUITE 60 HATTIESBURG, MS 39401
0112445	30.00		COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103
0112446	30.00		COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103
0112447	30.00		COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112449	20.00		YACHAD TRANSPORT SERVICES LL 8 PARK PLACE STE 325N HATTIESBURG, MS 39401
0112450	20.00		SPECIALTY SERVICES LLC #3 BLACKWELL BLVD HATTIESBURG, MS 39404
0112451	20.00	2.20	DIAMOND INDUSTRIES 426 SOUTH 12TH AVE. HATTIESBURG, MS 39401
0112452	20.00		PANDA HOUSE 1900 HARDY STREET HATTIESBURG, MS 39401
0112453	20.00		TRISTAN'S AUTO AND TIRE 1707 EAST HARDY STREET HATTIESBURG, MS 39465
0112454	60.00		MCDONALD'S 6442 US HWY 98 HATTIESBURG, MS 39402
0112455	20.00		JACKSON HEWITT TAX SERVICE 5901 US HWY 49 HATTIESBURG, MS 39401
0112456	20.00		JACKSON HEWITT TAX SERVICE 700 BROADWAY DRIVE HATTIESBURG, MS 39401
0112457	20.00		STEEN INVESTMENT GROUP, INC. 307-A WEST PINE STREET HATTIESBURG, MS 39403
0112458	20.00		DAVID L. LORD & ASSOCIATES, P.A. 808 W.PINE STREET HATTIESBURG, MS 39401
0112459	30.00		MIDAS AUTO SYSTEMS EXPERTS 503 BROADWAY DR. LAFAYETTE, LA 70506
0112460	66.00		L & A CONTRACTING CO. 100 SIMS ROAD HATTIESBURG, MS 39404
0112461	20.00		WHITACARE LAW, P.L.L.C. 1001 WEST PINE ST. HATTIESBURG, MS 39403

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112462	30.00		LOWREY, ERIK M. PA. 525 CORRINE ST. HATTIESBURG, MS 39403
0112463	20.00		PRO TRAVEL INC. 2018 HARDY ST. STE B HATTIESBURG, MS 39404
0112464	30.00		CHICK-FIL-A 1000 TURTLE CREEK DRIVE STE 270 HATTIESBURG, MS 39402
0112465	20.00		LAW OFFICE OF TIMOTHY M FARRIS PLLC 22 MILBRANCH RD STE 100 HATTIESBURG, MS 39402
0112466	20.00	4.20	WILLIE B. SIMS, JR. CPA 502 BROADWAY DRIVE HATTIESBURG, MS 39401
0112467	20.00		WILLIE B. SIMS, JR. CPA 502 BROADWAY DRIVE HATTIESBURG, MS 39401
0112468	20.00	4.20	JACK F. BURKE 2010 OAK GROVE RD BLD 3 SUITE 3 HATTIESBURG, MS 39404
0112469	20.00	4.00	JACK F. BURKE 2010 OAK GROVE RD BLD 3 SUITE 3 HATTIESBURG, MS 39404
0112470	20.00	2.60	JACK F. BURKE 2010 OAK GROVE RD BLD 3 SUITE 3 HATTIESBURG, MS 39404
0112471	20.00		UNIVERSITY REALTY 2303 A W.4TH ST. HATTIESBURG, MS 39401
0112472	20.00		BALI SPA 4400 HARDY STREET, SUITE B-1 HATTIESBURG, MS 39402
0112473	20.00	2.60	NAILS AND MORE 2301 HARDY ST. STE 103 HATTIESBURG, MS 39401
0112474	30.00		AMERICAN WOOD 114 S. 10TH AVE. HATTIESBURG, MS 39403

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112475	40.00		BOOT COUNTRY, LLC 6467 HWY 49 HATTIESBURG, MS 39401
0112476	20.00		PINE BELT TROPHY AND AWARDS 905 HARDY STREET SUITE 104 HATTIESBURG,, MS 39401
0112477	20.00		UNIVERSITY TIRE & SERVICE CENTER 107 S. 40TH AVE. HATTIESBURG, MS 39401
0112478	20.00		CENTURY MANAGEMENT COMPANY 102 NORTH 10TH AVENUE HATTIESBURG, MS 39401
0112479	20.00		GREAT SOUTHERN NATIONAL BANK 3902 HARDY ST. HATTIESBURG, MS 39402
0112480	20.00		GREAT SOUTHERN NATIONAL BANK 1800 N. MAIN ST. HATTIESBURG, MS 39402
0112481	33.00		GREAT SOUTHERN NATIONAL BANK 1300 HARDY ST. HATTIESBURG, MS 39402
0112482	20.00		FAIRCHILD PLUMBING 803 HIGHWAY 49 N. HATTIESBURG, MS 39402
0112483	20.00		FAIRCHILD PLUMBING 803 HIGHWAY 49 N. HATTIESBURG, MS 39402
0112484	20.00		FAIRCHILD PLUMBING 803 HIGHWAY 49 N. HATTIESBURG, MS 39402
0112486	20.00	2.40	DIVA DOGS 2 2625 LINCOLN ROAD, SUITE 10 H'BURG PETAL, MS 39465
0112488	48.00		NORDIC LOGISTICS & WAREHOUSING LLC 25 BONHOMIE ROAD ATLANTA, GA 30340
0112489	39.00	17.55	HORNE LLP 101 MADISON PLAZA HATTIESBURG, MS 39402

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112490	39.00	12.87	HORNE LLP 101 MADISON PLAZA HATTIESBURG, MS 39402
0112491	39.00	8.19	HORNE LLP 101 MADISON PLAZA HATTIESBURG, MS 39402
0112492	39.00		HORNE LLP 101 MADISON PLAZA HATTIESBURG, MS 39402
0112494	20.00	4.80	A A A STRIPE RITE, LLC 1818 EDWARDS STREET HATTIESBURG, MS 39401
0112495	20.00	2.40	A A A STRIPE RITE, LLC 1818 EDWARDS STREET HATTIESBURG, MS 39401
0112496	20.00		GUIDING LIGHT LEARNING CENTER 183 OLD AIRPORT RD HATTIESBURG, MS 39401
0112497	30.00		TACO BELL #1898 2407 HARDY ST. NATCHEZ, MS 39122
0112498	30.00	6.30	TACO BELL #4760 4908 HARDY ST. NATCHEZ, MS 39122
0112499	30.00		TACO BELL #4760 4908 HARDY ST. NATCHEZ, MS 39122
0112500	20.00		THE GALLERY 3416 HARDY ST. SUITE 150 HATTIESBURG, MS 39401
0112501	30.00		BILLS, CONNER R. DDS., M.S. 109 MILLSAPS DR. HATTIESBURG, MS 39402
0112502	30.00		JORDAN BROTHERS PLUMBING 1424 W. 7TH ST. HATTIESBURG, MS 39401
0112503	25.00		T-MOBILE 6136 HWY 98, SUITE 102 WILMINGTON, DE 19808

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112504	20.00	3.80	TEE TEE'S LITTLE HUT 5330 HWY 42 BYPASS HATTIESBURG, MS 39401
0112505	20.00		BRUCK'S CARS & TRUCKS 5498 HWY 42 HATTIESBURG, MS 39401
0112506	20.00		EDWARDS STREET COIN OPERATED LAUND. 1807 EDWARDS STREET PETAL, MS 39465
0112507	20.00	3.60	BAYLIS HEATING & AIR PO BOX 551 PETAL, MS 39465
0112508	20.00	2.20	WALTER PAUL & SON WELDING 1906 EAST HARDY ST. HATTIESBURG, MS 39401
0112509	20.00		AUTO LOCATORS & SALES, INC. 1600 WEST PINE STREET HATTIESBURG, MS 39404
0112510	20.00		HATTIESBURG AUTO REPAIR 909 E. HARDY ST. PETAL, MS 39465
0112511	45.00		ADT SECURITY SERVICES, INC. 107 FAIRFIELD DRIVE, SUITE 70 BOCA RATON, FL 33421
0112512	20.00		SOUTHBOUND BAGEL & COFFEE SHOP 217 EAST FRONT STREET HATTIESBURG, MS 39401
0112513	20.00		APPLIANCES, ETC. LLC. 5635 HWY 42 HATTIESBURG, MS 39402
0112514	20.00		MID-SOUTH ELECTRONICS 1108 HARDY ST HATTIESBURG, MS 39402
0112515	62.50	17.49	FETICHE INC. 24 CROSSCREEK PARKWAY STE 90 HATTIESBURG, MS 39402
0112516	62.50	11.25	FETICHE INC. 24 CROSSCREEK PARKWAY STE 90 HATTIESBURG, MS 39402

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112517	75.00	9.00	JEWELMASTERS 6156 US HWY 98 WEST SUITE 60 HATTIESBURG, MS 39402
0112518	20.00	2.20	MADCROC OF MISSISSIPPI 101 LOCKSLEY CIRCLE HATTIESBURG, MS 39401
0112520	20.00	4.20	EDEN MEDI SPA & LASER OF HBURG LLC WESLEY PLAZA 39 FRANKLIN RD STE 200 HATTIESBURG, MS 39402
0112521	20.00		EDEN MEDI SPA & LASER OF HBURG LLC WESLEY PLAZA 39 FRANKLIN RD STE 200 HATTIESBURG, MS 39402
0112526	30.00		RADIANCE TECHNOLOGIES, INC. 6971 LINCOLN ROAD HATTIESBURG MS HUNTSVILLE, AL 35805
0112527	30.00		THE FIRST NATIONAL BANKING ASSOC. 110 S. 40TH AVENUE HATTIESBURG, MS 39404
0112528	30.00		SPORT CLIPS MS 201 6101 HWY 98 SUITE 30 SCOTT, LA 70583
0112529	30.00		BRIDGET TAH-CLAYTON, INTERNAL MED. 710 SOUTH 28TH AVENUE SUITE D HATTIESBURG, MS 39401
0112530	20.00		RDS SYSTEMS 860 OVETT MOSELLE RD ELLISVILLE, MS 39437
0112531	20.00		RDS SYSTEMS 860 OVETT MOSELLE RD ELLISVILLE, MS 39437
0112532	30.00		ESSCO HEATING & A/C 1502 MAIN STREET HATTIESBURG, MS 39403
0112533	30.00		APRIA HEALTHCARE, INC 5912 HWY 49 SUITE C-1 LAKE FOREST, CA 92609
0112534	20.00		UNCLE BOBS SELF STORAGE 421 CLASSIC DRIVE BUFFALO, NY 14221

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112535	30.00		BAPTIST LIFEFLIGHT 29 ACADEMY DRIVE PENSACOLA, FL 32522
0112536	20.00		MILDRED MADDOX REAL ESTATE 1331 N MAIN ST HATTIESBURG, MS 39404
0112537	30.00		REGIONS BANK 130 WEST FRONT STREET HATTIESBURG, MS 39401
0112538	20.00	2.20	B & F DISTRIBUTORS, LLC 3203 FERNWAY DR. HATTIESBURG, MS 39401
0112539	20.00	2.20	L & D PAINTING 29 SHARMONT DR. HATTIESBURG, MS 39402
0112540	35.00	10.10	EASTSIDE FOOD STORE 600 EASTSIDE AVE HATTIESBURG,, MS 39401
0112541	62.50	6.87	T.J. WESTERN WEAR, INC. 1135 HWY 49 HATTIESBURG, MS 39401
0112542	30.00		SHIPPERS EXPRESS 7132 HWY 49 NORTH HATTIESBURG, MS 39402
0112543	20.00		BROOD, INC. 6086 US HWY 98 W CRYSTAL SPRINGS, MS 39059
0112544	20.00		HICKS & BENNETT, PLLC 211 S. 29TH AVENUE, SUITE 201 HATTIESBURG, MS 39404
0112545	150.00		ADVANCE AUTO PARTS #9816 5060 HARDY STREET ROANOKE, VA 24001
0112546	600.00		SOUTHERN PAWN, INC. 201 S. 40TH AVE. HATTIESBURG, MS 39402
0112547	600.00		BRIAN'S PAWN & GUN, INC. 1846B LINCOLN ROAD HATTIESBURG, MS 39402

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112548	20.00	8.80	FLOYD PLUMBING 607 W. 4TH ST HATTIESBURG, MS 39403
0112549	20.00	6.40	FLOYD PLUMBING 607 W. 4TH ST HATTIESBURG, MS 39403
0112550	20.00	4.00	FLOYD PLUMBING 607 W. 4TH ST HATTIESBURG, MS 39403
0112551	30.00		KUTZ BY GREG 4004 O'FERRAL ST. HATTIESBURG, MS 39402
0112552	20.00		HEADLINES SALON 6232 HWY 49 NORTH HATTIESBURG, MS 39401
0112553	20.00		B.C.'S HEATING & COOLING 466 ST PAUL RD. SAND HOOK, MS 39478
0112556	30.00		HATTIESBURG CENTURY FUNERAL SERVICE 622 NEW ORLEANS ST. HATTIESBURG, MS 39401
0112558	40.00	8.30	ERIC'S SALON 109 SOUTH 41 AVE (BIG BUCKS) HATTIESBURG, MS 39402
0112559	69.00		CAPTAIN D'S #3783 1906 ARCADIA STREET NASHVILLE, TN 37210
0112560	30.00		CROWNE AT LONGLEAF TRACE APTS. 700 BEVERLY HILLS ROAD HATTIESBURG, MS 39401
0112562	20.00	2.80	FAITH CONSULTANT, LLC 1011 CHERRY STREET HATTIESBURG, MS 39403
0112563	20.00	2.80	PROSOUND ELECTRONICS, INC. 2000 WEST PINE STREET HATTIESBURG, MS 39403
0112564	20.00		HEIDELBERG DEVELOPMENT, LLC 301 WEST PINE STREET HATTIESBURG, MS 39403

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112566	20.00	2.40	PREMISE, INC. 4200 MAMIE ST. HATTIESBURG, MS 39402
0112567	30.00		HOLLIS & SPANN INC. 116 LOFTIN RD DOTHAN, AL 36302
0112568	20.00	4.20	AIRPORT AUTO SERVICES 456 J.M.TATUM INDUSTRIAL DR. HATTIESBURG, MS 39401
0112569	20.00		AIRPORT AUTO SERVICES 456 J.M.TATUM INDUSTRIAL DR. HATTIESBURG, MS 39401
0112570	30.00		HATTIESBURG BUILDING CONTRACTORS 512 EASTSIDE AVE HATTIESBURG, MS 39401
0112571	20.00	3.00	R & J PLUMBING 912 QUINN ST HATTIESBURG, MS 39404
0112572	20.00		HATTIESBURG PLUMBING AND REPAIR 512 EASTSIDE AVENUE HATTIESBURG, MS 39401
0112573	20.00		C.A. MURREN & SONS CO., INC. 501/503 MAIN ST. SUITE 404 HATTIESBURG, MS 39403
0112575	45.00		FIREHOUSE SUBS 6106 HIGHWAY 98 WEST SUITE 10 MOBILE, AL 36695
0112576	36.00		BIOLIFE PLASMA SERVICES L.P. 1000 BROADWAY DR. STE 42 DEERFIELD, IL 60015
0112577	30.00	3.30	VILLA PIZZA 1000 TURTLE CREEK DR. MORRISTOWN, NJ 07960
0112578	20.00		EDDIE STEPNEY JANITORIAL SERVICE 307 MAGNOLIA AVENUE HATTIESBURG, MS 39401
0112579	36.00	12.24	GRAND BANK FOR SAVINGS FSB 204 WESTOVER DR HATTIESBURG, MS 39404

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<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112580	36.00	7.92	GRAND BANK FOR SAVINGS FSB 204 WESTOVER DR HATTIESBURG, MS 39404
0112581	36.00	3.96	GRAND BANK FOR SAVINGS FSB 204 WESTOVER DR HATTIESBURG, MS 39404
0112582	20.00	5.60	JAMES E. HUDSON, BUILDERS 10 JAMES ST. PURVIS, MS 39475
0112583	20.00	3.20	JAMES E. HUDSON, BUILDERS 10 JAMES ST. PURVIS, MS 39475
0112584	30.00		CRAFT AUTO SALES 1908 WEST PINE STREET HATTIESBURG, MS 39401
0112585	32.50		CT BEAUTY SUPPLY 5912 US HWY 49 STE A-1A HATTIESBURG, MS 39401
0112587	30.00		COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103
0112588	30.00	3.30	BIO SOLUTIONS FRANCHISE CORP. 1161 JAMES STREET HATTIESBURG, MS 39401
0112591	75.00		DOLLAR GENERAL #1717 5021 HWY 42 GOODLETTSVILLE, TN 37072
0112592	62.50		DOLLAR GENERAL #1039 1909 HARDY STREET GOODLETTSVILLE, TN 37072
0112593	60.00		SONIC DRIVE-IN OF HATTIESBURG, LLC 3700 WEST 4TH STREET HATTIESBURG, MS 39402
0112594	129.00		DOSSETT PONTIAC CADILLAC GMC INC. 1026 W. PINE ST. HATTIESBURG, MS 39403
0112595	20.00		C & C EQUIPMENT, INC. 7422 HWY 49 NORTH HATTIESBURG, MS 39401

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<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112596	30.00		ALADDIN'S GRILL 3407 HARDY STREET, SUITE 10 HATTIESBURG, MS 39401
0112597	30.00		BOURNE BROS. PRINTING CO. INC. 5276 HWY 42 BYPASS HATTIESBURG, MS 39401
0112598	20.00		CUSTOM INSTALLING 3900 PEARL HATTIESBURG, MS 39401
0112599	20.00		GANDY ELECTRIC 2130 GLENDALE AVE. HATTIESBURG, MS 39401
0112600	20.00		GANDY ELECTRIC 2130 GLENDALE AVE. HATTIESBURG, MS 39401
0112601	30.00		R & J CONSTRUCTION INC. 1637 HWY 184 EAST LAUREL, MS 39443
0112602	20.00		TOWNSEND BROTHERS INC 90 DELK ROAD HATTIESBURG, MS 39401
0112604	20.00		JOHNNY'S WRECKER SERVICE 1615 HWY 11 BY PASS HATTIESBURG, MS 39401
0112605	72.00		ST JAMES WRIGHT V.F.W. 108 MARKET ST HATTIESBURG, MS 39401
0112607	20.00		JEFFERSON TAX SERVICE 1511 HARDY STREET HATTIESBURG, MS 39401
0112608	20.00		FREEMAN'S ARTS & CRAFTS 244 OLD AIRPORT RD. HATTIESBURG, MS 39401
0112611	30.00	3.30	CARDINAL HEALTH NUCLEAR PHARMACY 201 SOUTH 28TH AVENUE SUITE A DUBLIN, OH 43017
0112612	20.00		UNDERWOOD'S SMALL ENGINE 5566 HWY 42 HATTIESBURG, MS 39401

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<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112614	20.00		SURETURN LLC DBA H&R BLOCK SERVICES 5912 HWY 49 A-3 PURVIS, MS 39475
0112615	20.00		SURETURN LLC DBA H&R BLOCK SERVICES 107 BROADWAY DR. PURVIS, MS 39475
0112616	20.00	2.20	HEALING TOUCH CAREER COLLEGE 4700 HARDY ST. SUITE H-1 HATTIESBURG, MS 39402
0112617	30.00		SWEET PEPPER DELI 5064 HARDY ST. STE 20 HATTIESBURG, MS 39404
0112619	30.00		ZACHARY & LEGGETT PLLC 211 S. 29TH AVENUE HATTIESBURG, MS 39401
0112620	20.00	2.40	CMF REALTY 1820 FULLER ST. HATTIESBURG, MS 39401
0112621	20.00		MCB'S 6555 HWY 98 W SUITE 18 HATTIESBURG, MS 39402
0112622	20.00		TRANSMISSION CENTER OF HATTIESBURG 1528 N. MAIN ST. HATTIESBURG, MS 39401
0112623	20.00		C & M AUTO SALES, LLC 5597 HWY 42 STE A PETAL, MS 39465
0112624	20.00		JACKSON HEWITT TAX SERVICE 3801 W. 4TH STREET HATTIESBURG, MS 39401
0112625	120.00		HALL'S ALIGNMENT SERVICE 7210 U.S. HWY 49 N. HATTIESBURG, MS 39402
0112626	30.00		HARRISON FINANCE COMPANY 4600 HARDY STREET, SUITE 18 HATTIESBURG, MS 39402
0112627	20.00		C'EST LA VIE BAKERY & COFFEE SHOP 3901 HARDY STREET HATTIESBURG, MS 39401

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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112628	20.00		JOHN BURNAM 623 MAIN ST. HATTIESBURG, MS 39403
0112629	600.00		CITY PAWN SHOP INC 211 MOBILE ST HATTIESBURG, MS 39403
0112630	20.00		LUCKETT LAND TITLE, INC. 6555 HWY 98 WEST STE 3 JACKSON, MS 39216
0112632	20.00		R.D. KIRKPATRICK, CPA 1302 VELMA AVE. HATTIESBURG, MS 39402
0112633	20.00		MICHAEL J. SEMPUR, PLLC 119 HARDY ST. HATTIESBURG, MS 39401
0112634	1,719.00		DUFF AMUSEMENT CO, INC. 5194 HWY 49 S HATTIESBURG, MS 39401
0112635	20.00		WEST CHIROPRACTIC CLINIC 4700 W. HARDY ST SUITE M HATTIESBURG, MS 39402
0112636	20.00		LABOR FINDERS INC. 1950 LINCOLN RD., STE B LAKE WORTH, FL 33460
0112637	80.00		STRUCTURAL FOAM MOLDING CORPORATION 32 RASPBERRY LANE PETAL, MS 39465
0112638	20.00		EASY REACH BRUSH, INC. 32 RASPBERRY LANE PETAL, MS 39465
0112639	20.00		RICHARDSON HEAT/AIR & ELECTRICAL 13 RICHARDSON RD PETAL, MS 39465
0112641	20.00		AUTO MAX, INC. 5302 HWY 42 HATTIESBURG, MS 39401
0112643	25.00	3.25	THE KITCHEN TABLE, LLC 3720 HARDY ST. STE 21 HATTIESBURG, MS 39404

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<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0112644	20.00		NEW YOKEL MARKET 205 MAIN STREET HATTIESBURG, MS 39401



City of Hattiesburg, MS

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

Master

File Number: 2011-0419

File ID: 2011-0419

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/06/2012

Brief Title: Proof of Publication for November 2011

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Acknowledge Proofs of Publication for the month November, 2011.

Notes:

Sponsors:

Enactment Date:

Attachments: Proof of Pub for Nov 2011

Enactment Number:

Contact: Eddie Myers

Meeting Date: 01/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0419

Title

Acknowledge Proofs of Publication for the month November, 2011.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PASTE PROOF

C19347
THE CITY OF HATTIESBURG
0200386609
Chain Park Train Depot RF

REQUEST FOR QUALIFICATIONS Shared Use Pathway from to Chain Park Neighborhood to Chain Park

GENERAL

The City of Hattiesburg is seeking a firm to provide consulting engineering services for the Chain Park Shared Use Pathway project. The project is located in the Chain Park neighborhood, south of the city center, and is a 1.5-mile long, 10-foot wide pathway. The project will include the design and construction of the pathway, including the installation of lighting, signage, and other amenities. The project is estimated to cost \$1.5 million.

The firm must have a minimum of five years of experience in providing consulting engineering services for similar projects. The firm must also have a minimum of five years of experience in providing consulting engineering services for the City of Hattiesburg. The firm must be a member of the Mississippi Society of Professional Engineers (MSPE) and the Mississippi Society of Professional Engineers (MSPE).

PROJECT SCOPE

The City of Hattiesburg is seeking a firm to provide consulting engineering services for the Chain Park Shared Use Pathway project. The project is located in the Chain Park neighborhood, south of the city center, and is a 1.5-mile long, 10-foot wide pathway. The project will include the design and construction of the pathway, including the installation of lighting, signage, and other amenities. The project is estimated to cost \$1.5 million.

ANTICIPATED SERVICES

The firm will be responsible for the following services: 1. Site investigation and analysis. 2. Design of the pathway, including the installation of lighting, signage, and other amenities. 3. Construction management. 4. Inspection and testing of the pathway. 5. Final report and drawings.

The firm must have a minimum of five years of experience in providing consulting engineering services for similar projects. The firm must also have a minimum of five years of experience in providing consulting engineering services for the City of Hattiesburg. The firm must be a member of the Mississippi Society of Professional Engineers (MSPE) and the Mississippi Society of Professional Engineers (MSPE).

The firm must have a minimum of five years of experience in providing consulting engineering services for similar projects. The firm must also have a minimum of five years of experience in providing consulting engineering services for the City of Hattiesburg. The firm must be a member of the Mississippi Society of Professional Engineers (MSPE) and the Mississippi Society of Professional Engineers (MSPE).

PROPOSAL

The firm must submit a proposal to the City of Hattiesburg. The proposal must include the following information: 1. A cover letter. 2. A statement of qualifications. 3. A list of references. 4. A list of similar projects. 5. A list of similar clients. 6. A list of similar awards. 7. A list of similar awards.

PROCESSES

The firm must submit a proposal to the City of Hattiesburg. The proposal must include the following information: 1. A cover letter. 2. A statement of qualifications. 3. A list of references. 4. A list of similar projects. 5. A list of similar clients. 6. A list of similar awards. 7. A list of similar awards.

Collecting firms interested in providing these services should submit their proposals to the City of Hattiesburg, 100 North Main Street, Hattiesburg, MS 39401.

PUBLICATION MISSISSIPPI COUNTY

ONALLY appeared before me, the undersigned notary
in and for Hinds County, Mississippi,

MIDDEKE

horized clerk of THE CLARION-LEDGER, a
paper as defined and prescribed in Sections 13-3-31
3-3-32, of the Mississippi Code of 1972, as amended,
being duly sworn, states that the notice, a true copy of
is hereto attached, appeared in the issues of said
paper as follows:

11

2011

, 526 words / 2.00 col. x 225.00 lines

hed: 2 time(s)

\$347.72

Chris Middleton

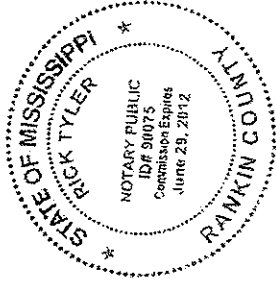
zed Clerk of
arlon-Ledger

N to and subscribed before me on 12/16/2011.

Rick Tyler

Public
RICK TYLER

Public State of Mississippi at Large. Bonded thru
Public Underwriters



EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

The City of Hattiesburg will accept a contract resulting from this evaluation with the responsible offeror whose technical qualification will be most advantageous to the city. The following technical qualification factors shall be used to evaluate offers:

No. Criteria	Max. Points
1. Existence of the firm in performing specific services listed	35
2. Qualifications and experience of the staff services to be assigned to the project	35
3. Project approach/strategy, \$0	100
TOTAL POINTS:	

In responding to Evaluation Criteria 1 to 3, the Firm should submit a Statement of Qualifications so that the qualifications are clearly illustrated in each of the categories, under the Submittal Requirements listed above for each Evaluation Criteria.

CONTRACT

All questions related to this RFQ shall be submitted in writing and replied to by:

Barb R. Kuylenstierna, Director
Department of Engineering
City of Hattiesburg
P.O. Box 1850
Hattiesburg, MS 39403-1899
bkuylenstierna@hatterburg.ms.gov

Only written responses to this RFQ will be accepted. All responses will be opened and read aloud in public session. The City of Hattiesburg will not be responsible for any oral exchange or any extension of information that occurs outside the official process specified herein.

December 16, 2011 (5:20)

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200381379
STP-9399-00(008) Hwy 11 & Parkway Blvd

PERSONALLY appeared before me, the undersigned notary
public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a
newspaper as defined and prescribed in Sections 13-3-31
and 13-3-32, of the Mississippi Code of 1972, as amended,
who, being duly sworn, states that the notice, a true copy of
which is hereto attached, appeared in the issues of said
newspaper as follows:

10/24/2011
10/31/2011

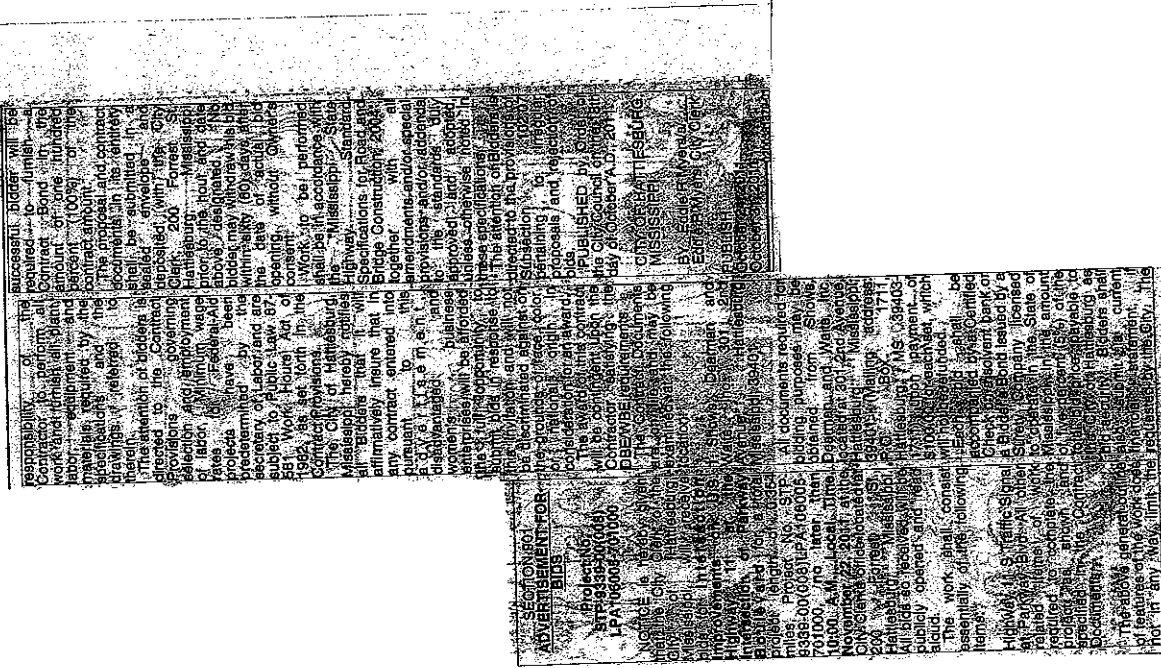
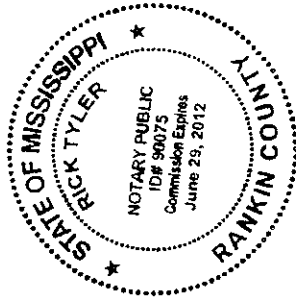
Size: 752 words / 1.00 col. x 174.00 lines
Published: 2 time(s)
Total: \$177.44

Signed Ann Middleke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 10/31/2011.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters
(SEAL)



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200381689
Bid 592 Sewer Rehabilitation

ADVERTISEMENT FOR
BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until December 1, 2011, for the City of Hattiesburg, Mississippi, to furnish the City with the following:

592 PROGRAM SEWER
REHABILITATION,
CONTRACT NO. 2
HATTIESBURG,
MISSISSIPPI

Plans, Specifications and proposed form may be procured from: Shows, Deament & Wain, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi 39403, upon deposit of \$16000. Non-refundable. All bids must be accompanied by a bid security equal to 5% of the amount of the bid, in the form of a certified check cashed by a bank or a bid bond issued by a company properly licensed in Mississippi.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

592 PROGRAM SEWER
REHABILITATION,
CONTRACT NO. 2
HATTIESBURG,
MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best offer will be accepted. Pursuant to the provisions of Section 31-7 of the Mississippi Code of 1972, amended, and applicable State law, but the Council made no right or liability shall be created by this advertisement.

FILED BY: Clerk of the Court for Hattiesburg, Mississippi
On October 30, 2011

CITY OF HATTIESBURG,
MISSISSIPPI
B. L. LECHE, Mayor
B. L. LECHE, Mayor
B. L. LECHE, Mayor

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/1/2011
11/8/2011

Size: 308 words / 1.00 col. x 78.00 lines
Published: 2 time(s)
Total: \$79.76

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

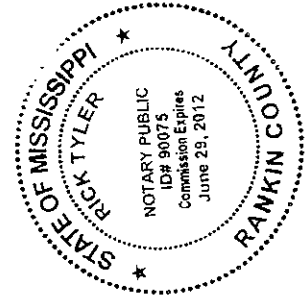
SWORN to and subscribed before me on 11/8/2011.

Rick Tyler

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



6

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/13/2011
11/13/2011
11/13/2011
11/20/2011
11/27/2011
12/4/2011

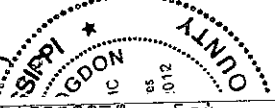
Size: 1,232 words / 2.00 col. x 160.00 lines
Published: 4 time(s)

9 _____
Mark of _____
Arg American

and subscribed before me on 12/4/2011.

Henry Brydson

2011



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

YEAS: Bradley
Carroll
Ware
Navar

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of November, 2011.

ATTEST:

Debra K. Barnardo /s/
CLERK OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of November, 2011.

Eddie R. Myers /s/
CITY CLERK

PUBLISH: November 13, 20 and 27 AND December 4, 2011

~~0200383828-0~~

1940.6.15.3

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383709
CACTUS ST (BOURN) 1

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DILAPIDATED
BUILDINGS AND TO
CLEAR A CODE
VIOLATIONS

TO: Nathan and Teatyvine
Bourn, 909 Debbos Street,
Hattiesburg, Mississippi
39401, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter describ-
ed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00pm, on Monday, De-
cember 18, 2011, in the
Council Room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
by counsel and to offer your
defense, if any, at said
hearing. The City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the ordinance aforesaid.
The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 187B-5760-6-
325 Cactus Street, and
better described as LOTS 1
& 2 BLK 6 W H SCRUGGS
S/D B322 P308 4/69 PREV
#4260501 Block 006 Sec-
tion 26 Township 04N
Range 13W.

Publish: 11/30/11
0200383709-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011
11/30/2011

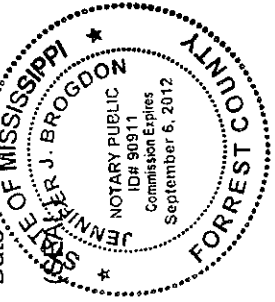
Size: 312 words / 1.00 col. x 72.00 lines
Published: 1 time(s)
Total: \$42.44

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jenniffer J. Brogdon
Notary Public

Nov. 30, 2011
Date



1040.6178

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383815
CACTUS ST NO 2 (BOURNE)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER AND APPROVE
BUILDING AND ZONING
VIOLATIONS
CLEARANCE CODE

TO: Nathan and Teatylne
Bourn, 909 Dabbs Street,
Hattiesburg, Mississippi
39401, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS, to
consider whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any, to such
hearing. If the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then advertise the
clearing of said property and
may bid property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 167B-5760-6-
826, Cactus Street and
Bourne described as LOTS 3
4 & 5 BLK # W H SCRUGGS
S/D B322 D308 469 PREV
#4260503 Block 006 Sec-
tion 26 Township 04N
Range 13W.

Publish: 11/30/11

0200383815-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011

11/30/2011

Size: 306 words / 1.00 col. x 71.00 lines

Published: 1 time(s)

Total: \$41.72

Signed Crystal Horton

Authorized Clerk of

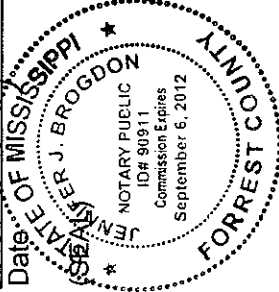
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Anniversary Brogdon
Notary Public

NOV 30 2011

Date: NOV 30 2011



1040.6150

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383816
110 COLEMAN AVE (STEPHENS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DENY DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Mary Stephens, 518
Maple Drive, Petal, Missis-
sippi 39465-6916, Forrest
County Board of Supervi-
sors, 514 Main Street, Hatt-
iesburg, MS 39205-0136,
and the City Council of the
City of Hattiesburg, MS
39205 and P.O. Box 136,
Jackson, MS 39205-0136,
Hattiesburg Public School
District, 301 Mamie Street,
Hattiesburg, MS 39401
and to any and all unknown
persons claiming any right
in the premises or in the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00 p.m. on Monday, De-
cember 19, 2011, at the
City Council Room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to make your
pleading known at such
hearing. The City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community.
The City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared and
returned to its original stat-
us. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 31-500-2-7, 110
Coleman Avenue, and be-
ing described as LT 7 BLK 2
PREV #H0600-02-007
Block 002 Section 16
Township 04N Range 13W,
Publish: 11/30/11

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011
11/30/2011

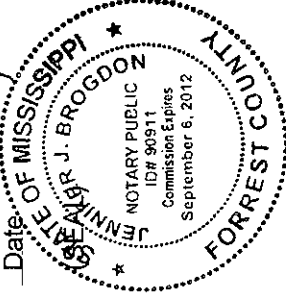
Size: 333 words / 1.00 col. x 79.00 lines
Published: 1 time(s)
Total: \$44.96

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennyfer J. Brydon
Notary Public

NOV. 30, 2011
Date



PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383817
112 COLEMAN AVE (MICKELL)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER A RESOLUTION
DENYING A REQUEST FOR
BULKY ITEM PICKUP TO
CLEAR A LOT CODE
VIOLATIONS

TO: Clara Mickell, Forrest
County Board of Supervi-
sors, 614 Main Street, Hat-
tiesburg, MS 39401, State
of Mississippi, 401 Missis-
sippi Street, Jackson, MS
39205 and P.O. Box 138,
Jackson, MS 39205-0138,
Hattiesburg Public School
District, 301 Memie Street,
Hattiesburg, MS 39401,
and all persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code
1972, as amended and
annexed, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty or clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be collected
against said property all as
provided by statute, to wit:

PARCEL: 31-600-2-6, 112
Coleman Avenue, and bet-
ter described as LT 6 BLK 2
PHEV #H0600-02-006
Block 002 Section 16
Township 04N Range 13W.

Publish: 11/30/11
-C200383817-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011
11/30/2011

Size: 327 words / 1.00 col. x 77.00 lines

Published: 1 time(s)

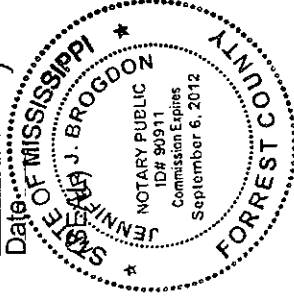
Total: \$44.24

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jenny J. Brogdon
Notary Public

NOV. 30, 2011



1040.6150

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383818
MAY AVE (BURKETT)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER AND VOTE UPON
DEMIN DILAPIDATED
BUILDING (SL) CODE
VIOLATIONS

TO: WM E. and Alexie
Burkett, 215 Sheeple Loop,
Petal, Mississippi 39465,
and to any and all unknown
persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 18, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
finds that the property is
in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the abovesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
land as necessary and in-
clude said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 39-92-13-2, May
Avenue, and better describ-
ed as L. 13-2, Block 013
Houses 13-02, Block 013
Section 15 Township 04N
Range 13W.

Publish : 11/30/11

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/30/2011
11/30/2011

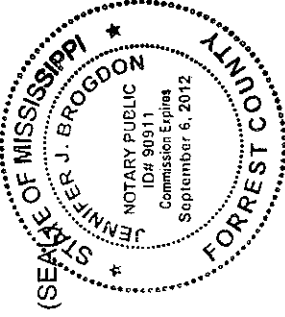
Size: 299 words / 1.00 col. x 69.00 lines
Published: 1 time(s)
Total: \$40.88

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennifer J. Brogdon
Notary Public

Nov. 30, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383820
205 MAY AVE (BRELAND)

10B ■ HATTIESBU
NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Brenda Breland and
Thomas Michael Breland,
and to any and all unknown
persons claiming title or
interest in, or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
annexed, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have the right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if necessary, proceed
to have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property, all as
provided by statute, to wit:

PARCEL: 39-92-13-3, 205
May Avenue, and better de-
scribed as LT 3 BLK 13
PREV #H0092-13-003
Block 013 Section 15
Township 04N Range 13W.

Published: 11/30/11

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011
11/30/2011

Size: 294 words / 1.00 col. x 68.00 lines

Published: 1 time(s)

Total: \$40.28

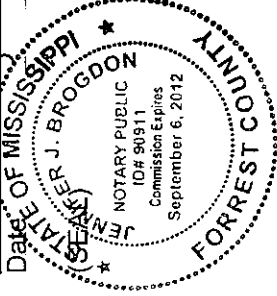
Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jenny J. Brogoon
Notary Public

NOV. 30, 2011
Date of MISSISSIPPI



Obafemi

10406150

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200383821
501 RUBY AVE (WOULLARD)

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/30/2011
11/30/2011

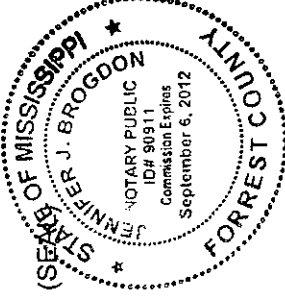
Size: 324 words / 1.00 col. x 74.00 lines
Published: 1 time(s)
Total: \$43.88

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jenny J. Brogdon
Notary Public

NOV. 30, 2011
Date



NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF HBURG,
FORREST COUNTY,
MISSISSIPPI TO CON-
SIDER THE DENIAL OF A
DEMNILAPIDATED CON-
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Roderick and Deborah
A. Woullard, P.O. Box 163,
Hattiesburg, Mississippi
39401
3408 E. 90th Place, Chicago,
Illinois 60619, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
amended, the City Council
of the City of Hattiesburg,
Mississippi, shall hold a hearing at
10:00 a.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
then the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which said assessment shall
against said property all as
provided by statute, to wit:

PARCEL: 38-12-10-28, 501
Ruby Avenue, and better
described as PT 3 BEG
323.6FT E OF SW COR N
179FT E 70FT S 179FT W
70FT TO BEG BLK 12
PREV #H0012-10-028
Block 012, Section 13,
Township 04N Range 13W.

Publish: 11/30/11

1040.652

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383822
503 RUBY AVE (WATSON)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER A RESOLUTION
DEMIN DILAPIDATED
BUILDINGS (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: P.W. and Eartha Lee
Watson, 501 Southern Ave-
nue, Hattiesburg, MS
39401, Robert Means, 607
Charles Street, Hattiesburg,
MS 39401, and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Hattiesburg City Council
chambers, 501 Southern Ave-
nue, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
evidence. If you fail to ap-
pear, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community.
The City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 98-12-10-30, 503
Ruby Avenue, and better
described as BEG 165FT
W SE/COR OF LT 3N
179FT W 118FT S 179FT E
118FT TO POB BLK 12
PREV #H0012-10-030
Block 012 Section 15
Township 04N Range 13W.

Publish: 11/30/11
0200383822.01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

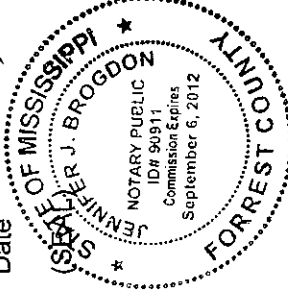
11/30/2011
11/30/2011

Size: 321 words / 1.00 col. x 74.00 lines
Published: 1 time(s)
Total: \$43.52

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jenny J. Brogdon
Notary Public
Nov. 30, 2011
Date



1040.6150

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383825
105 MIDWAY AVE (GADDIS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER AND TO PASS AN
ORDINANCE TO DEMON-
STRATE DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Dr. Wayne E. Gaddis,
% Rev. Wayne E. Gaddis,
19012, Reinhardt Avenue,
Canton, MS 39046-1926,
Leahy Nixon and Sons
Newsome (No Known Ad-
dress), and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter dis-
cussed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11,
of the Mississippi Code of
1972, as amended, and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs and expenses of as-
sessment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 18-916-1-13, 105
Midway Avenue, and better
described as LT 11 BLK 1
PREV #H0916-01-013
Block 001 Section 32
Township 05N Range 13W.

Publish: 11/30/11
0200383825-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/30/2011

11/30/2011

Size: 311 words / 1.00 col. x 72.00 lines

Published: 1 time(s)

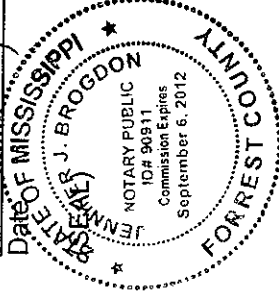
Total: \$42.32

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jenny W. Brogdon
Notary Public

Nov. 30, 2011



PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383829
207 ROSA AVE (GARNER)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER A RESOLUTION
DEEMING DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Sarah Garner, 533 Mil-
ler Street, Hattiesburg, Mis-
sissippi 39401, Best Prop-
erties C/O Mark Fields, 118
South President Street,
Jackson, Mississippi 39201,
and all other persons and
persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §48-18-11
of the Mississippi Code of
1972, as amended, and
annexed, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 18, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
dermined structural integrity
as to threaten the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clear-
ing said property and the
costs may become assess-
ment against the property
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 39-92-6-6, 207
Rosa Avenue, and better
described as LT 5 BLK 6
PREV #H-0092-06-006
712/390 9th Block 006
Section 16 Township 04N
Range 13W.

Publish: 11/30/11
—0200383829-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011
11/30/2011

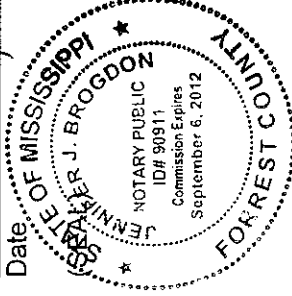
Size: 310 words / 1.00 col. x 73.00 lines
Published: 1 time(s)
Total: \$42.20

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennifer J. Brogdon
Notary Public

NOV. 30, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383831
1001 CHARLES ST (BURKETT)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER A DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: WM E and Alexie
Burkett, 218 Sheepo Loop,
Brdg 1, Mississippi 39465,
and/or any and all persons
who claim an ownership
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-18-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00pm on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
dermining and menace to
the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clear-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 39-92-13-1, 1001
Charles Street, and better
described as LT 1 BLK 13
PREV #H0092-13-001
Block 013 Section 15
Township 04N Range 13W.

Publish: 11/30/11
1200038381-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/30/2011
11/30/2011

Size: 299 words / 1.00 col. x 69.00 lines

Published: 1 time(s)

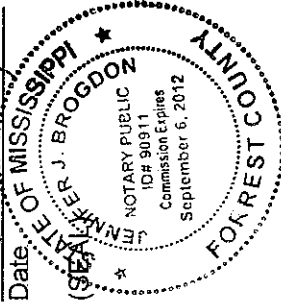
Total: \$40.88

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennyfer J. Brogdon
Notary Public

NOV. 30, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383836
1219 MCCLAURIN ST (JOHNSON)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO
CONDEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Miss JJ Holdings C/O
Lee Johnson, 209 Lakeland
Drive, Flowood, Mississippi
39232, India B. Matthews,
2952 Hillcrest Drive, Purvis,
Mississippi 39475, Alliance
Funding, UC Holding Com-
pany, Fariss Crisler III,
Heartwood 88 LLC, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council Room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
by counsel and to offer your
defense. If any of the above
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the existing enact-
ments of the City of Hattiesburg.
The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 27-564-2-7 1219
McLaurin Street and better
described as LT 7 & 8
LESS S 38 FT LT 7 BLK 2
PREV #H0654-02-007
B813 P079 127799 Block
002 Section 04 Township
04N Range 13W.

Publish: 11/30/11
C200383836-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

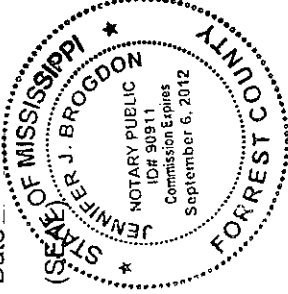
11/30/2011
11/30/2011

Size: 331 words / 1.00 col. x 76.00 lines
Published: 1 time(s)
Total: \$44.72

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennifer J. Brogdon
Notary Public
Nov 30, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383982
118 E. 7TH ST. (MCNAIR)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI
DEMIN DILLARD, CON-
BUILDING (S) AND/OF TO
CLEAR ALL CODE
VIOLATIONS

TO: Delma R. Cameron
and Lorena V. McNair %
Robert Legg, 634 Terrell
Road, Bentonla, Mississippi
39040, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council Chambers, City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
by counsel and to offer your
defense. If any of the above
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then deduct the costs
plus penalty of clear-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 34-432-1-7, 118
E. 7th Street, and Bank of
America Building, Block
B540 P560 584 PREY
#H0432-01-007 DB B11
PG 75 2/16/99 Block 001
Section 03 Township 04N
Range 13W.

Publish: 11/30/11
-0200383982-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011
11/30/2011

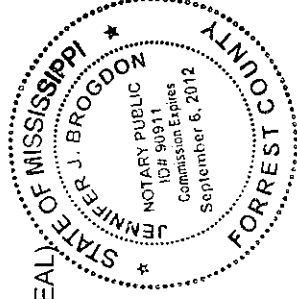
Size: 313 words / 1.00 col. x 72.00 lines
Published: 1 time(s)
Total: \$42.56

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennifer J. Brogdon
Notary Public
Nov. 30, 2011
Date

(SEAL)



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383984
210 JACKSON ST. (POLSON)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER AND VOTE ON
BUILDING(S) AND/OR TO
CLEARANCE CODE
VIOLATIONS

TO: Eunice Polson, P.O.
Box 885, Bassfield, MS
39421, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter described prop-
erty is in such a state of
uncleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense. If any of, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may, through its clearing
costs plus penalty of clear-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 35-652-1-6, 210
Jackson Street and 1/4
acre of land, more or less
CN JACKSON ST 68FT
NW OF MELORE SW
ALG S LN OF LT 1 174FT
NW 88FT NE 142FT TO
JACKSON STSE 33 FT TO
BG BLK 168
#H0652-01-006 Block 168
Section 10 Township 04N
Range 13W.

Publish: 11/30/11
0200383984-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011

11/30/2011

Size: 324 words / 1.00 col. x 74.00 lines

Published: 1 time(s)

Total: \$43.88

Signed Crystal Horton

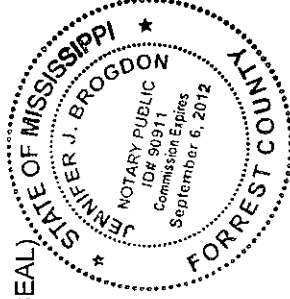
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennifer J. Brogdon
Notary Public

Nov. 30, 2011
Date

(SEAL)



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383986
120 MABLE ST. (BARTON)

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/30/2011
11/30/2011

Size: 319 words / 1.00 col. x 73.00 lines
Published: 1 time(s)
Total: \$43.28

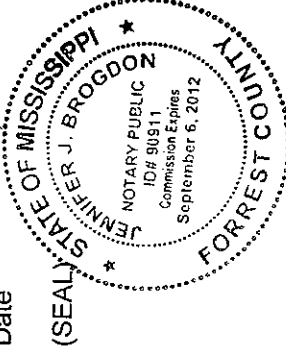
Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Notary Public

Nov. 30, 2011
Date



20 HATTIESBURG
NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER AND VOTE ON A
BUDGET ALLOCATED
BUDGET TO THE CITY
CLEAR ALL CODE
VIOLATIONS

TO: Southern Works, 210
West Lakewood Drive, Hat-
tiesburg, MS 39402, Margie
Kay Barton, 101 Anne
Street, Petal, MS 39465,
and to any and all unknown
persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO 821-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, at the
City Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
by counsel to defend your
property. If you fail to do
so, the City Council at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the ordinance man-
dated by the City of Hattiesburg.
The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 28-560-7-3, 120
Mable Street, and better
described as LTS 3 & 4
BLK 7 PREV #H0660-07-
003 B653 P520 6/19/91
639/134 10/14/93 Block
007 Section 09 Township
04N Range 13W.

Publish: 11/30/11
020383986-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383987
111 COLUMBIA ST (MORRIS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI CONCERNING
DEVELOPMENT OF A
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Ann Wilson Morris,
P.O. Box 479, Penn Valley,
CA 95946-717, and 10148
Oak Canyon Drive, Penn
Valley, CA 95946, and to
any other interested persons
claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a public hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health, and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
by power of attorney for
defense. If any, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community.
The City of Hattiesburg
shall, if the answerant does
not so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clear-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 27-664-2-3, 111
Columbia Street, and better
described as LT 2 BLK 2
PREV #H0664-02-003
Block -002 Section 04
Township 04N Range 13W.

Publish: 11/30/11
-020383987-01

PERSONALLY appeared before me, the undersigned notary,
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011

11/30/2011

Size: 307 words / 1.00 col. x 70.00 lines

Published: 1 time(s)

Total: \$41.84

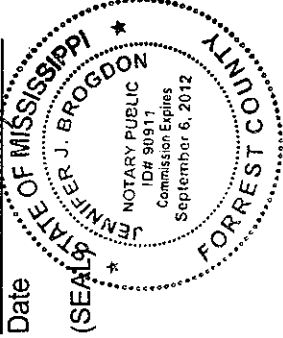
Signed Crystal Horton

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennifer J. Brogdon
Notary Public

Nov 30, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383989
E 7TH ST (DIONYSUS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER AND VOTE ON
DEMANDING REMEDY
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Dionysus LLC, 4064
Robineon Cove, Memphis,
TN 38111, Dickie J.
Esquivel & Randy A.
Goldlich C/O Rebuild Amer-
ica, 940 Centre CR Suite
2005, Altamonte Spring, FL
32714, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended, and
enjoined, the City Council
of the City of Hattiesburg
will hold a hearing at
10:00 a.m. on Monday, Oc-
tober 19, 2011 in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
evidence, if any, at such
hearing. The City Council
shall judge the prop-
erty in its then existing
condition to be a
menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then assess the costs
plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 34-1004-2, E. 7th
Street, and better known
as ALL THAT PT NW 1/4
SW 1/4 LYING E OF G & S
L RR E & S OF MERIDIAN
FERT FACT W TO GRAV-
EL LINE OF NOBNER &
N OR 7TH ST & VC 7TH
ST S OF SO LAND & S OF
HATTIESBURG GIN PREV
B-11004-00-002 B684
REV 11/7/93 LESS .30 AC
OUT BLOCK 105, Section 03
Township 04N Range 15W.

Publish: 11/30/11

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011
11/30/2011

Size: 369 words / 1.00 col. x 81.00 lines

Published: 1 time(s)

Total: \$49.28

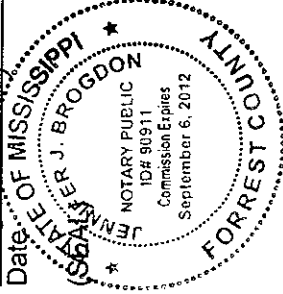
Signed Crystal Horton

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennyfer J. Brogdon
Notary Public

Nov 30, 2011



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383990
130 E 7TH ST (LINDSEY)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER THE PLANNED
BUILDING VARIANCE TO
CLEAR ALL CODE
VIOLATIONS

TO: Keith Lindsey, 1412
West 7th Street, Hatties-
burg, MS 39401, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter described prop-
erty is in such state of op-
portunistic neglect as to
constitute a menace to the
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
finds that the property is
in such state of opportu-
nistic neglect as to consti-
tute a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs of said penalty or dem-
erits against the property
owner. The City of Hattiesburg
may also, at its discretion,
assess and collect the costs
against the property owner,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 34-432-1-1, 130
E. 7th Street, and better de-
scribed as LT 1, LESS FT
SOLD TO T. HALLER
BLK1 PREP #H0432-01,
001 Block 001 Section 03
Township 04N Range 13W.

Publish: 11/30/11

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011

11/30/2011

Size: 304 words / 1.00 col. x 69.00 lines

Published: 1 time(s)

Total: \$41.48

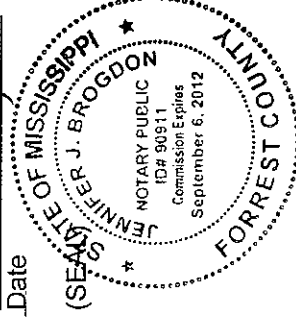
Signed Crystal Horton

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennyfer J. Brogdon
Notary Public

Nov. 30, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383991
132 E 7TH ST (BLALOCK)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Darryl J. & Karol
Blalock Sr., 807 Maxwell
Drive, Hattiesburg, MS
39401-3635, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
amended by the City Council
of the City of Hattiesburg,
which said City Council
will hold a hearing at
4:00pm on Monday, De-
cember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
dermineness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 34-432-1-2, 132
E. 7th Street, and better de-
scribed as PT LOT 1 BEG
134.2FT E OF SW COR N
118.3FT E 27.6FT TO RR
RW SE ALG RR RW
156FT W 107.7FT TO BEG
LESS PT SOLD TO LAW-
RENCE POS BLK DB 618
PG 247 6/18/09 Block 001
Section 03 Township 04N
Range 13W.

Publish: 11/30/11

0200383991

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/30/2011

11/30/2011

Size: 336 words / 1.00 col. x 76.00 lines

Published: 1 time(s)

Total: \$45.32

Signed Crystal Horton

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennyfer J. Brogdon
Notary Public

NOV 30, 2011
Date of Mississipi



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HIBURG,
0200383993
134 E 7TH ST (ST OF MS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO
CONSIDER AND VOTE ON
BUILDING STANDARDS
CLEARANCE CODE
VIOLATIONS

TO: State of Mississippi,
401 Mississippi Street,
Jackson, MS 39203, and
P.O. Box 136, Jackson, MS
39205, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter
described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as amended and
amended, the City
Council of the City of
Hattiesburg will hold a
hearing at 4:00p.m. on
Monday, December 19,
2011, in the Council room
of the City Hall,
Hattiesburg, MS, to
determine whether or not
the hereinafter-described
property is in such a state
of uncleanness to be a
menace to the public
health and safety of the
community. You have a
right to file an answer and
to appear at said hearing
in person or by counsel
and to offer your defense,
if any, at such hearing.
The City Council shall
adjudicate the property in
its then condition to be a
menace to the health and
safety of the community,
the City of Hattiesburg,
shall, if the owner will not
do so himself, proceed to
have the land cleared
pursuant to the closed
statute. The City of
Hattiesburg may then
adjudicate the costs plus
penalty of cleaning said
property and the costs
may become assessment
against the property, which
shall be a lien against said
property all as provided by
statute, to wit:

PARCEL: 34-432-1-3, 134
E 7th Street, and better
described as BEG SE COR
LT 1 W 48FT N 100FT E
TOR R RW SE ALG W
LINE OF R/W TO PT OF
BEG BLK 1 PREV #H0432-
01-003 842943 11/15/90
TAX DEED 659532 1261
TAX PARCELS FOR
FISCAL YEAR 1990-1991
P187 12-6-99 Block 001
Section 03 Township 04N
Range 13W.

Publish: 11/30/11
-0200383993-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

11/30/2011

11/30/2011

Size: 341 words / 1.00 col. x 81.00 lines

Published: 1 time(s)

Total: \$45.92

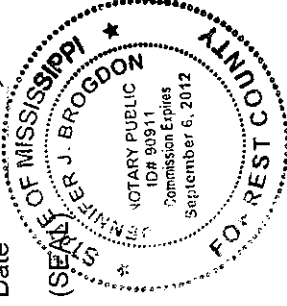
Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Ammery J. Brogdon
Notary Public

NOV. 30, 2011
Date



PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200383994
1706 JAMES ST (MCINNIS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER A RESOLUTION
DEEMING DILAPIDATED,
BUILDING (S) AND/OR TO
CLEAR ALLOTMENTS
VIOLATIONS

To: John McInnis, 14 Amber Circle, Purvis, MS 39475, Mississippi Realty Tax Financing Company, P.O. Box 527, Bloxham, MS 39533-0527, Robert M. Daley, P.O. Box 42713, Gulfport, MS 39502-42713, Family Financial Services, (No Known Address), Citizens Financial Services Corporation, (No Known Address), State of Mississippi, P.O. Box 136, Jackson, MS 39205-0136 and 401 Mississippi Street, Jackson, MS 39205, Aquila Hodge & Shirley Hodge, 218A White Chapel Road, Purvis, MS 39475, City of Hattiesburg, P.O. Box 1898, Hattiesburg, MS 39403-1898, Advantage 99 B, P.O. Box 162827, Allamonte Spring, FL 32716-0249, and to any and all unknown persons claiming any right, title or interest in or to the herein-after described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as amended and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, December 19, 2011, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the herein-after-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, and if, in fact, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the lots and the penalty of clearing said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

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

A part of Lot Three (3), Block One (1), beginning at the Southeast corner of the South 51 degrees West 137 feet; thence run North 48 degrees West 117 feet; thence run North 40 degrees East 120 feet; thence run Southeastly 130 feet back to the Point of Beginning.

Publish: 11/30/11
0200383994.01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/30/2011
11/30/2011

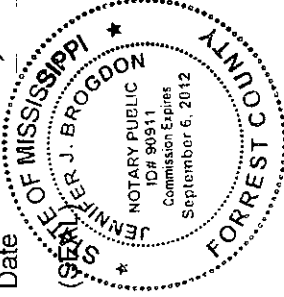
Size: 458 words / 1.00 col. x 109.00 lines
Published: 1 time(s)
Total: \$59.96

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/30/2011.

Jennifer J. Brogdon
Notary Public

Nov. 30, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200385690
11-22-Forestry Bucket Truck

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed proposals until 10:00 A.M., Thursday, December 22, 2011, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012
UNUSED BUCKET TRUCK

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898, (601) 542-4552 which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID® and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BIDDING. The Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 22nd day of November, 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers
City Clerk

CITY CLERK

(SEAL)

Publish: December 2nd &
9th, 2011

0200385690-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

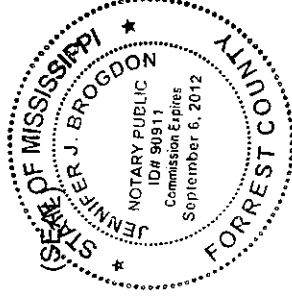
12/2/2011
12/2/2011
12/2/2011
12/9/2011

Size: 264 words / 1.00 col. x 59.00 lines
Published: 2 time(s)
Total: \$63.33

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 12/9/2011.

Jennifer J. Brogdon
Notary Public
Dec. 9, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200386600
LLT Depot Chain RFQ

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

12/9/2011
12/9/2011
12/9/2011
12/16/2011

Size: 1,589 words / 2.00 col. x 234.00 lines
Published: 2 time(s)
Total: \$354.83

Signed

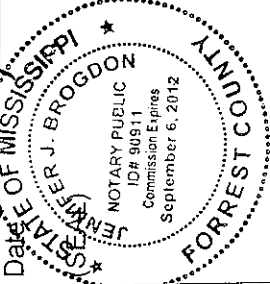
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 12/16/2011.

Jennyfer J. Brogdon
Notary Public

Dec 16 2011
Date of Mississipi



"The Contractor will not discriminate against any employee or applicant for employment, or subcontractor because of race, religion, sex, age, national origin, or the presence of any physical or mental disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, age, nationality, or the presence of such disability."

EVALUATION CRITERIA AND SUBMITTAL
REQUIREMENTS

The City of Hattiesburg will negotiate award of a contract resulting from this solicitation with the respondent whose technical qualification will be most advantageous to the city. The following technical qualification factors shall be used to evaluate offers:

No.	Criterion	Max. Points
1	Experiences of the firm in performing specific services listed	35
2	Qualifications and experience of the staff services to be assigned to the project	35
3	Project approach/strategy	30
TOTAL POINTS:		100

In responding to Evaluation Criteria 1 to 3, the Firm should organize its Statement of Qualifications so that the qualifications are clearly illustrated in each of the categories, using the Submittal Requirements listed above for each Evaluation Criterion.

CONTACT

All questions related to this RFQ shall be submitted in writing and directed to:

Bert R. Kuykendall, Director
Department of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, Ms 39403-1898
bkuykendall@hattiesburgms.com

Only written requests to the above addressee will be considered. All responses and addenda will be in writing and received by the addressee no later than 5:00 PM. The City of Hattiesburg will not be responsible for any oral exchange or any exchange of information that occurs outside the official process specified herein.

Publish: December 8th & 16th, 2011

RECEIPT OF
QUALIFICATIONS

Consulting firms interested in providing these services may so indicate by furnishing to the City of Hattiesburg seven bound copies of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;

2. A resume for each principal member, the project manager, and employee(s) of the firm participating in the project. These resumes should be submitted to the City of Hattiesburg and must be signed by the project manager and the project manager's Professional Engineer. The resumes should also indicate the firm has met state licensure and certification requirements.

3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work, the cost and schedule completion for actual completion of this work;

4. A responses containing the information upon which the consultant will be evaluated

To be considered, all SOO submittals must be received by the City of Hattiesburg, at the City Clerk's Office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401 by 10:00 am, Tuesday, January 13, 2012. Consultant selection will be based on firm qualifications. To receive consideration for award, the Statement of Qualifications must be completed and signed by an authorized representative of the firm. The City of Hattiesburg shall assume no responsibility for delays in delivery of Qualifications due to handling by the U.S. Postal Service, or any other type of delivery service.

The City of Hattiesburg reserves the right to reject any and all Qualifications, to postpone or decline to award a contract or to waive any irregularity or informalities.

COMMITMENT TO
DIVERSITY

SMALL BUSINESS PARTICIPATION AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The City of Hattiesburg promotes and encourages small business participation, which also includes Minority, Women, and Disadvantaged Business Enterprises (DBEs), firms that are participants in U.S. Small Business Administration programs and activities, and businesses owned by persons with disabilities on its contracts. The City of Hattiesburg is interested in qualifications from such firms.

Further, the City of Hattiesburg recognizes there may be few joint venture or subcontracting opportunities with regard to the services described in this solicitation, and subcontracting is considered infeasible or impracticable. For this reason, Firms are not required to prepare a plan for the participation of subcontractors for the evaluation of Qualifications. However, Consultants that elect to form a joint venture or to subcontract any services are advised that under such circumstances they shall make affirmative efforts to solicit DBE or small business participation. Firms that choose to form a joint venture or subcontract and are unable to utilize DBE or other small businesses shall discuss their efforts to involve small businesses as joint venture partners or subcontractors, and the reasons why such involvement was not attainable.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The City of Hattiesburg is interested in Qualifications from firms that demonstrate a commitment to equal employment opportunity. The City of Hattiesburg encourages the proposals from firms that employ a workforce that reflects the region's diversity. Firms are advised that they shall adhere to the following non-discrimination provisions:

REQUEST FOR
QUALIFICATIONS

Shared-Use Pathway from the Newman-Buschman Neighborhood to Chain Park

GENERAL

The City of Hattiesburg, an Equal Opportunity Employer, is soliciting Statements of Qualifications (SOQ) from consultants to provide engineering services utilizing a Lump Sum/Firm Fixed Price contract for design and construction oversight of a project to extend the Long Leaf Trail, a shared-use pathway, from the Newman-Buschman Neighborhood to Chain Park. These services shall be provided to the City of Hattiesburg in accordance with the instructions, requirements and specifications contained herein.

This Request for Qualifications (RFQ) does not constitute a solicitation of proposals, a commitment to conduct procurement, or an offer of a contract or prospective contract. The City of Hattiesburg anticipates awarding one contract for engineering design and construction oversight services as a result of this RFQ. It is anticipated that the term of the contract will be 270 calendar days.

PROJECT SCOPE

OBJECTIVE OF THE PROJECT:

The City of Hattiesburg anticipates selecting a firm to provide consulting engineering services for the City. The selected firm will accommodate the design, contract bidding, and construction oversight of a shared-use pathway project. The selected firm will provide designs for a General Contractor and will be required to coordinate with the General Contractor in the project development.

ANTICIPATED SERVICES:

Phase 1 - Scoping
The project scope includes extending the Long Leaf Trail from the Newman-Buschman Neighborhood to Chain Park, located on the Leaf River. Planning work for pathway routing will have to be conducted utilizing existing road right-of-way and an existing trail located on city property. This work will also involve negotiating a grade-separated crossing of an active rail line. The firm shall provide a pre-design opinion of probable cost.

Phase 2 - Design
The selected professional engineering firm shall conduct or otherwise acquire the necessary field surveys and other pertinent information needed for final designs. The firm shall prepare detailed final design plans, specifications, contract documents and cost estimates as needed for the construction of project improvements as approved by the City of Hattiesburg.

Phase 3 - Bidding
The selected firm will assist the City in preparing bidding questions, responding to General Contractor(s) questions, issuing the necessary construction documents, and participating in the bid opening.

Phase 4 - Construction
The selected professional engineering firm shall furnish construction phase services coincident with the General Contractor's activities. The selected firm will be asked to provide construction phase services, including the following: periodic visits to the job site to review, review and character of the work; review and approval of pay estimates and recommendations for completed work; review and approval of shop drawings and any necessary change orders; interpretation of the plans, specifications and other contract documents as required; project reviews with the General Contractor and the City; preparation of as-built drawings of the completed facilities; certify that the project was constructed in accordance with approved plans and specifications; coordination with state and local authorities for grant funding; and other services and other responsibilities associated with the firm's design as applied to the construction process.

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998

CITY OF HBURG,

0200386602

RFP- CDBG Economic Disaster Relief Progr

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

All proposals will be rated on the following system to determine the best offeror:
Description and Maximum Points: Qualifications - 40; Experience - 40; Capacity - 20; Total - 100 Points.

Proposals are being requested in accordance with OMB Circular A-102, Attachment O, Paragraph 11C, "Competitive Negotiations". Contracts will be awarded to the qualified bidders whose proposal is determined to be most advantageous to the City, cost and other factors considered. The Mayor and Council reserve the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process. The City is an equal opportunity employer.

12/9/2011

12/9/2011

Size: 656 words / 1.00 col. x 176.00 lines

Published: 1 time(s)

Total: \$83.72

Signed

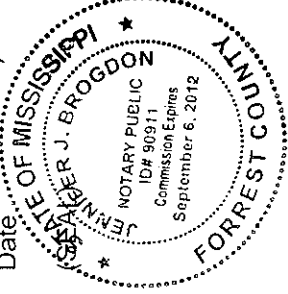
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 12/9/2011.

Jennyfer J. Brogdon
Notary Public

Dec 9, 2011

Date



HATTIESBURG, MISSISSIPPI REQUEST FOR PROPOSALS

The City of Hattiesburg will accept sealed proposals from qualified firms for professional services required for application preparation and subsequent implementation of their Community Development Block Grant Economic Development Program and a Project Administrator for Project Engineer for Disaster Relief by the Mississippi Development Authority.

The City is seeking funding from the Community Development Block Grant (CDBG) Economic Development Disaster Assistance Program and a Project Administrator for Project Engineer for Disaster Relief by the Mississippi Development Authority.

Information packages concerning the request for proposals are available at the City Clerk's office, City of Hattiesburg, 200 Forrest Hattiesburg, MS 39403, between the hours of 8 o'clock A.M. and 5 o'clock P.M. Monday through Friday.

The services required for this project are:

ADMINISTRATIVE: Assist the City and its agents in the application preparation and subsequent program management, accounting required reports to HUD and the State, implementation of applicable State and Federal laws, regulations and requirements, establishment and maintenance of filing system; and serve as liaison between the City and the State. Firms or individuals who wish to perform administration services should submit a list of their qualifications, experience, and capacity for performance.

ENGINEERING: Engineering design for construction of the project, including all design work, preliminary design work, final design phase, preparation of plans and specifications, and construction inspection. Firms or individuals should submit a list of their experience, qualifications, and capacity for performance.

Proposals for this project will be rated according to the following criteria:

1. **EXPERIENCE** with similar Community Development Block Grant projects;
2. **QUALIFICATIONS**, knowledge, and technical expertise in this and similar projects;
3. **CAPACITY FOR PERFORMANCE** to perform required services in a timely manner, current workload, and staff.

Section 3 of the Housing and Urban Development Act of 1968 requires that the City and contractors participating in CDBG projects give opportunities for job training and employment to lower income residents of the Section 3 area that is described as the downtown area of the City. Section 3 also requires that the maximum extent feasible, contracts entered into in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area.

Proposals should be sealed and properly labeled as

NAME OF FIRM OR INDIVIDUAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER ASSISTANCE PROGRAM PROPOSAL FOR ADMINISTRATIVE OR ENGINEERING SERVICES

and may be delivered or mailed to:

Eddie R. Myers, City Clerk
City of Hattiesburg
Post Office Box 1898
200 Forrest Street
Hattiesburg, MS 39403

Proposals must be received on or before 10 a.m. on January 6, 2012.

Publish: December 9, 2011
0200386602-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

H12998

CITY OF HBURG,

0200386750

Public Hearing- CDBG

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2011
/2011

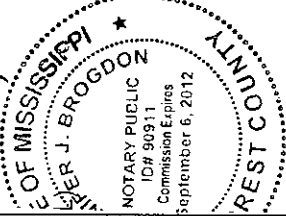
7 words / 4.00 col. x 1.00 lines
ished: 2 time(s)
\$171.74

d
rized Clerk of
Hattiesburg American

RN to and subscribed before me on 12/16/2011.

my Public

2. 16, 2011



PUBLIC HEARING AND PUBLIC COMMENT PERIOD
CITY OF HATTIESBURG

2008, 2009, 2010, 2011, and 2012 ACTION PLAN AMENDMENTS

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Thursday, January 5, 2012 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the proposed amendments to the City of Hattiesburg's 2008, 2009, 2010, 2011 and 2012 Action Plans related to its CDBG and HOME programs.

Action Plan Amendments:

- Redirect any remaining CDBG funds allocated in 2011 for Administration, and instead utilize funds toward Housing Programs (Rehabilitation and/or Emergency Repair). Estimated at \$5,000.
- Redirect any remaining HOME funds allocated in 2011 for Administration, and instead utilize funds toward Housing Programs (Rehabilitation and/or Reconstruction). Estimated at \$2,500.
- Redirect any remaining CDBG funds allocated in 2011 for Public Services, and instead utilize funds toward Housing Programs (Rehabilitation and/or Emergency Repair). Estimated at \$18,000.
- Refuse the 2008, 2009, 2010, 2011, and 2012 Action Plans to add Rental Rehabilitation as an allowable and planned activity when undertaken by a CHDO utilizing CHDO Set-Aside funds within the HOME Program.

Financial Impact

Protect

- 2011 CDBG Administration
- 2011 CDBG Housing Programs
- 2011 CDBG Public Services
- 2011 CDBG Housing Programs
- 2011 HOME Administration
- 2011 HOME Housing Programs

- Allocation
- \$5,000.00 (est.)
- +\$5,000.00 (est.)
- \$18,000.00 (est.)
- +\$18,000.00 (est.)
- \$2,500.00 (est.)
- +\$2,500.00 (est.)

Financial impact related to CHDOs performing Rental Rehabilitation will only involve funds already designated as CHDO Set-Aside funds. Funds from other projects/activities will not be impacted.

All interested citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual and hearing impairments, are urged to attend. If you should have any questions regarding the above hearing, please contact the Department of Federal & State Programs at (601) 554-1006.

Comments related to the Action Plan Amendments and/or the City of Hattiesburg's Housing and Community Development needs may be mailed to the City of Hattiesburg, Department of Federal & State Programs, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Federal & State Programs, 200 Forrest Street, Hattiesburg, MS. Comments on this topic(s) outlined above will be considered through January 6, 2012.

PUBLISHED by Order of the Council on this, the 6th day of December 2011.

CITY OF HATTIESBURG, MISSISSIPPI

By: Eddie R Myers/

CITY CLERK

(SEAL)

Johnny L. DuPre, Mayor

HA-0200386750

Publish: December 9, 2011; Friday, December 16, 2011

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary,
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200387448
TIMOTHY LANE ERIC DANIELS
PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Eric B. Daniels on behalf of D.E.S. and Brothers, LLC, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for "Parking, Off-Street" in a B-5 (Regional Business) District, for certain property located at 916 Timothy Lane (Parcel 803-028-11), PIN 26877, Ward 4, to be used, located at 809 Timothy Lane (Parcel 30-352-9-1, PPIN 17592, Ward 4), said property being more particularly described as follows, to-wit: 809 Timothy Lane:

Lot One (1). Two (2), Three (3) and Four (4), Block Eighty-two (82) of the Second Subdivision, D. McInnis Third Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, all being located and situated in Section 16, Township 4 North, Range 10 West, the County of Forrest, State of Mississippi, and the above described Lot 1, being leasehold property for a term of 99 years from November, 7, 1948; the above described Lot 3 being leasehold property for a term of 99 years from July 10, 1952; the above described Lot 4 being leasehold property for a term of 99 years from October 1, 1948.

916 Timothy Lane;
BG INTERSEC SE1/4 32ND
AVE & NE1/4 W 62ND ST
SELY ALG 62ND AVE
200FT NE 150FT NWLY
200FT SWLY 150FT TO
BG SECTION 16-4-13
PREV. #H1029-00-011
B519 P264 6-18-99

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, January 4, 2012, in the Jackie Dale Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all interested parties and citizens shall have an opportunity to be heard. WITNESS my signature and the official seal of said City on this, the 12th day of December, A.D., 2011.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers
CITY CLERK
(SEAL)

Publish: December 16,
2011

C200387448-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

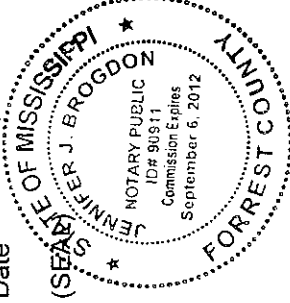
12/16/2011
12/16/2011

Size: 402 words / 1.00 col. x 95.00 lines
Published: 1 time(s)
Total: \$53.24

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 12/16/2011.

Jennifer J. Brogdon
Notary Public
Date Dec. 16, 2011



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200387449
6817 US HWY 49 KERI GALEY

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Keri Galey on behalf of Brown Bottling Group, owner of the Hattiesburg Bottling Plant, located at the Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, for a digital billboard located at 6817 U.S. Highway 49 (Parcel 53-1044-37, PPIN 27588, Ward 1), said property being more particularly described as follows, to-wit: A part of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Commencing at the Southeast Corner of the said Southwest 1/4 of the Southeast 1/4, thence run N00017°24'E along the said East Line of the said Southwest 1/4 of the Southeast 1/4 for 405.22 feet to a Point on the Southwestern Right of Way Line of U.S. Highway No. 49, thence run N35°50'30"W along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 900.00 feet to the Point of Beginning (POB3); thence run S53°05'00"W for 470.00 feet, thence run N35°50'30"W for 289.09 feet, thence run N22°05'10"E for 254.35 feet to the North Line of the said Southwest 1/4 of the Southeast 1/4, thence run S89°03'20"E along the said North Line of the Southwest 1/4 of the Southeast 1/4 for 232.65 feet to the Southwestern Right of Way Line of U.S. Highway No. 49 for 24.78 feet, thence run S35°50'30"E along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 23.86 feet to the Point of Beginning (POB3), comprising 3.27 Acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, January 4, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and interested persons will have an opportunity to be heard. WITNESS my signature and the official seal of said City on this, the 12th day of December, A.D., 2011.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers
/s/

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

12/16/2011
12/16/2011

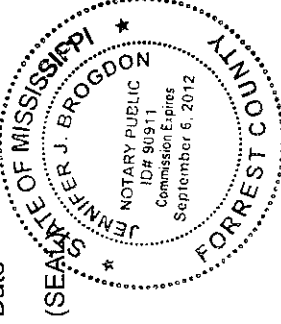
Size: 442 words / 1.00 col. x 103.00 lines
Published: 1 time(s)
Total: \$57.32

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 12/16/2011.

Jennifer J. Brogdon
Notary Public

Dec. 16, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200387451
135 & 145 GOLF COURSE RD MAPLES

PUBLIC HEARING

NOTICE is hereby given that a Petition has been filed by W. C. and Linda Maples, owners, 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. 2000-01, enacted by the City of Hattiesburg, Mississippi, to vary from Article 5, Section 89.03, which states that all parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and inserted at the end of the said Ordinance a new surface for a portion of a driveway, on certain property located at 135 and 145 Golf Course Road (Parcel: 187-10140-4, PPIN 009558, Ward 1) in a R-1A (Single-Family Residential) District, said property being more particularly described as follows, to-wit:

Tract No. 135 (N/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty-Six (36), Township Five (5) North, Range Fourteen (14) West, Forrest County, Mississippi, and two (2) acres, more or less, described as follows:

Begin 330 feet South of the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section Thirty-Six (36), Township (5) North and Range (14) West, Forrest County, Mississippi, thence run West 420 feet, thence run South 210 feet, thence run West 420 feet, thence run North 210 feet to the Point of Beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, January 4, 2012, in the Jackie Dole Sheriff Community Center, 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 12th day of December, A.D. 2011.

CRYSTAL HORTON, CLERK
CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/_____
CITY CLERK
(SEAL)

Publish: December 16,
2011

0200387451-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

12/16/2011
12/16/2011

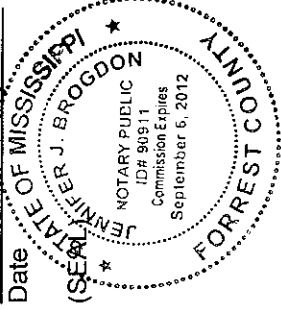
Size: 368 words / 1.00 col. x 89.00 lines
Published: 1 time(s)
Total: \$49.88

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 12/16/2011.

Jennifer J. Brogdon
Notary Public

Dec. 16, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200387453
VETERANS MEMORIAL DR LAND MANAGE

PUBLIC HEARING

NOTICE is hereby given that a public hearing has been called by the City of Hburg, LLC and represented by Rob Tatum, on behalf of Tatum Capital, LLC, applicant, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of Ordinance No. 2339, as amended, of the City of Hattiesburg, Mississippi, to allow a Planned Unit Development (PUD) on certain vacant property located at Veterans Memorial Drive (portion of Parcel: 169-01295-1, APN 006976- Ward 5), said property being more particularly described as follows, to-wit:

A parcel of land located in the SE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 29 Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of Section 32; thence run North for 4906.11 feet; thence run East for 564.04 feet to a point on the northwestern boundary of the property

Described in Deed Book 528 on Page 485; thence run along said boundary for the following calls: South 85 degrees 07 minutes 53 seconds East for 14.52 feet; thence run North 26 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet to and for the Point of Beginning; thence continue along said boundary for the following calls: North 67 degrees 59 minutes 49 seconds East for 490.29 feet; thence run North 75 degrees 49 minutes 54 seconds East for 1590.09 feet; thence leaving said boundary, run North 00 degrees 48 minutes 00 seconds East for 609.99 feet; thence run South 85 degrees 29 minutes 23 seconds West for 140.72 feet to the boundary of the property described in Deed Book 880 on Page 155; thence run South 74 degrees 27 minutes 41 seconds West along said boundary for

1054.39 feet; thence run South 24 degrees 14 minutes 25 seconds West for 945.17 feet back to the Point of Beginning. Said parcel contains 28.75 acres more or less.

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

12/16/2011
12/16/2011

Size: 514 words / 1.00 col. x 120.00 lines

Published: 1 time(s)

Total: \$66.68

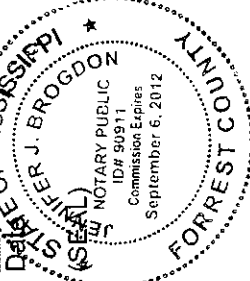
Signed Crystal Horton

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 12/16/2011.

Eddie Myers, Jr. Brogdon
Notary Public

Dec 16 2011
DATE OF NOTICE



A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., 2011, at the Jackley Dale Sherill 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 16th day of December, A.D. 2011. EDDIE MYERS, JR. CITY CLERK CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie Myers Jr. CITY CLERK (SEAL)
Publish: December 16, 2011 0200387453/0

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200387454
ARTICLE 5, SECTION 99 BICYCLE ACCESS

PUBLIC HEARING	
NOTICE is hereby given that a petition has been filed and represented by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to amend the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, as follows:	
1. Add Article 5, Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation;	Section 116.01 (11)
2. Amend the following sections in Article 6 to add, amend, delete, or otherwise affect the following regulations for Pedestrian and Bicycle Access and Circulation:	Section 117.01, 117.02, 124.03, 125.06 (7); and 126.06.
A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, January 4, 2012, in the Jackie Dole Sherill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, 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 12th day of December, A.D., 2011.	
CITY OF HATTIESBURG, MISSISSIPPI	
By: Eddie Myers /s/ - CITY CLERK (SEAL)	
Publish: December 16, 2011	

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

12/16/2011
12/16/2011

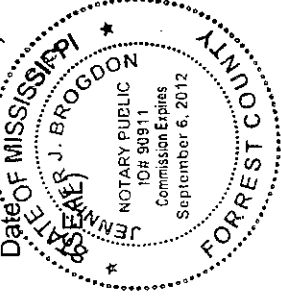
Size: 226 words / 1.00 col. x 58.00 lines
Published: 1 time(s)
Total: \$32.12

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 12/16/2011.

Jenny J. Brogdon
Notary Public

Dec. 16, 2011
Date of MISSISSIPPI



PASTE PROOF HERE

[illegible]

MISSISSIPPI
NOTARY PUBLIC
ID# 90911
Commission Expires
September 6, 2012
FORREST COUNTY

Published December 17, 2016



City of Hattiesburg, MS

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

Master

File Number: 2011-0432

File ID: 2011-0432

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/09/2012

Brief Title: Receiving and Accepting Bids for Bucket Truck for Forestry

Final Action:

Minute Book Number: MB 2012-1/22

Title:

Acknowledge Receipt of Bids received on December 22, 2011 for One (1) New Bucket Truck for the Urban Forestry Division and Accept the bid of Truck Equipment Sales, Inc. at a cost of \$149,297.00 as the lowest and best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 01-17-Forestry Bucket Truck Bids.pdf

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2011-0432

Title

Acknowledge Receipt of Bids received on December 22, 2011 for One (1) New Bucket Truck for the Urban Forestry Division and Accept the bid of Truck Equipment Sales, Inc. at a cost of \$149,297.00 as the lowest and best bid received that meets the City's advertised specifications.

Summary

Receiving and Accepting Bids for Bucket Truck for Forestry



City of Hattiesburg, MS

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

Master

File Number: 2011-0432

Mayor
Johnny L. DuPree

City Council	
Kim Bradley	Ward One
Deborah L. Delgado	Ward Two
Carter Carroll	Ward Three
Dave Ware	Ward Four
Henry Naylor	Ward Five

City of Hattiesburg

Dept. of Parks and Recreation
P. O. Box 1898
Hattiesburg, MS 39403-1898
Office: (601) 545-1541
Cell: (601) 520-8505
Fax: (601) 545-6667
Email: rharvey@hattiesburgms.com

Robert G. Harvey, General Manager

TO: Mayor Johnny L. Dupree, PhD
City Council

From: Clemon Terrell, Director of Parks and Recreation

Date: December 27, 2011

Re: Bid Acceptance

After advertising for bids for one (1) new bucket truck for the Parks and Recreation Urban Forestry Division I would like to accept the bid from Truck Equipment Sales, INC for the amount of \$149,297.00 as the lowest and best bid received on December 22, 2011.

BID TABULATION

ITEM: One (1) New Bucket Truck for the Urban Forestry Division

BIDS RECEIVED: December 22, 2011

VENDOR	TOTAL PRICE
Truck Equipment Sales, Inc.	\$149,297.00
Waters International Trucks, Inc	\$153,220.25
Altec	\$154,533.00

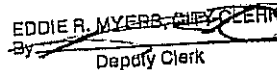
TRUCK EQUIPMENT

SALES, INC.

MOBILE - PENSACOLA

FILED

DEC 22 2011

EDDIE R. MYERS, CLERK
By  Deputy Clerk

December 21, 2011

City of Hattiesburg
200 Forrest Street
Hattiesburg, Ms. 39403

Re: Bid for 1 new 2012 Bucket Truck for the Urban Forestry Division
Bid Date – 10:00 December 22, 2011

Gentlemen:

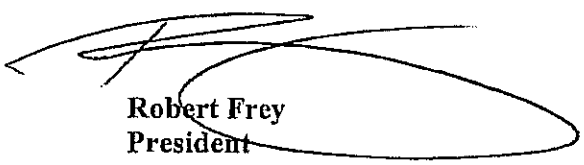
Please accept this as our bid for a Versalift Model 270-E Aerial Device per your specifications including a Knapheide Chip Dump Body, and a 2013 International Model 4300M7 SBA 4x2 truck Chassis. 

Sale Price Delivered to Hattiesburg, Ms. \$ 149,297.00

Delivery time would be approximately 120 – 150 days after receipt of order.

Please call us at 800-633-6946 if you have any questions regarding our bid.

Sincerely:


Robert Frey
President

MOBILE
4700 RANGELINE ROAD
MOBILE, AL. 36619
251-666-8606

PENSACOLA
2625 HIGHWAY 29 SOUTH
CANTONMENT, FL. 32533
850-438-7596



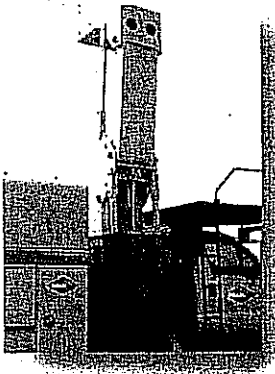
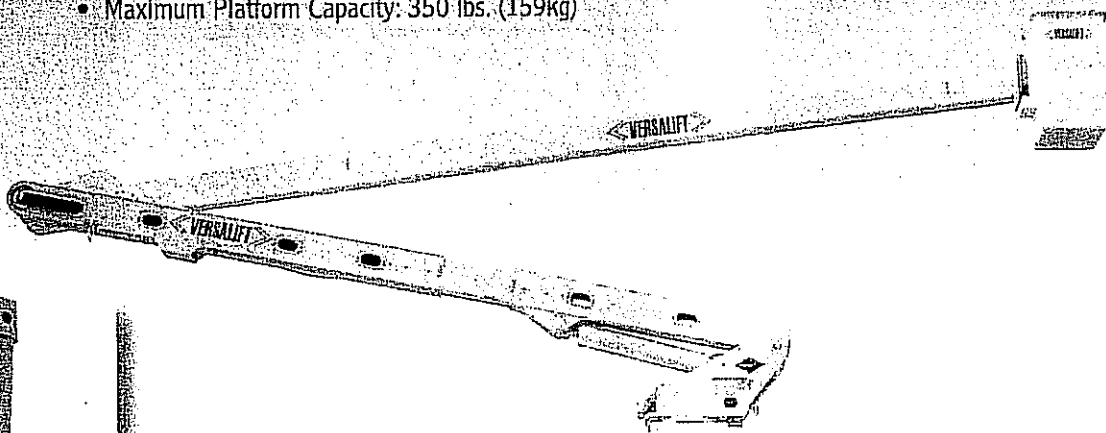
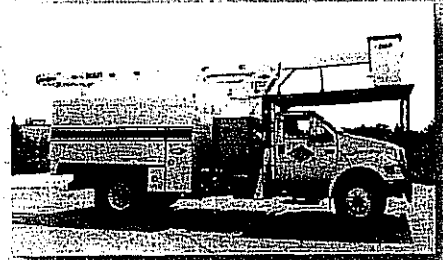
VO 255/260/270 E

Insulated Articulated Overcenter Aerial Lift

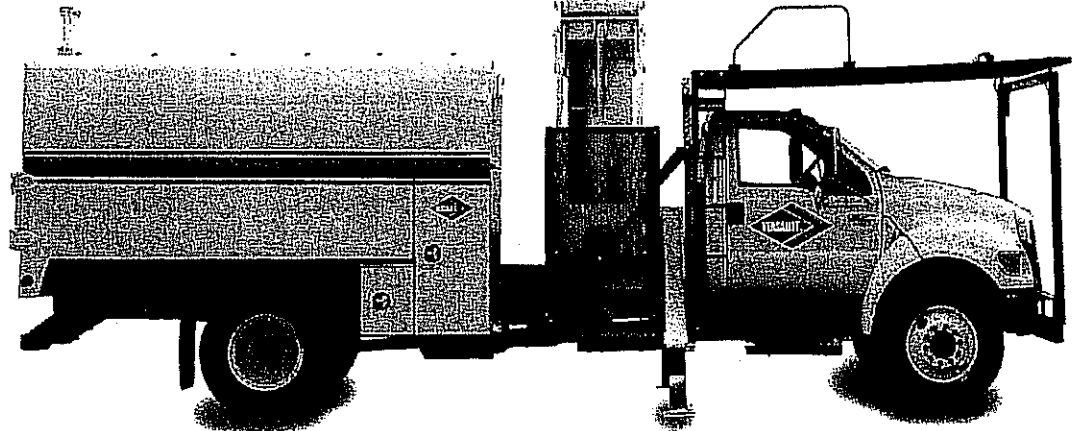
DEMAND BETTER.

STANDARD FEATURES

- Maximum Working Height: 75'10" (23.1m)
- Maximum Horizontal Reach, Overcenter: 50'8" (15.4m)
- Maximum Horizontal Reach, Non-Overcenter: 43'5" (14.1m)
- Maximum Platform Capacity: 350 lbs. (159kg)



The Versalift 10' Elevator is designed to give you Max Payload Capacity and reduce weld & machining labor



For more information about any of our outstanding VERSALIFT products, contact your authorized VERSALIFT Distributor or call 1.800.825.1085.



VO 255/260/270 E

Insulated Articulated Overcenter Aerial Lift

GENERAL SPECIFICATIONS	VO-255	VO-260	VO-270-E
Horizontal Reach Overcenter	46'2" (14.1m)	50'8" (15.4m)	50'8" (15.4m)
Horizontal Reach Non-Overcenter	41'11" (12.8m)	46'5" (14.1m)	46'5" (14.1m)
Maximum Platform Capacity	400 lbs. (181kg)	350 lbs. (159kg)	350 lbs. (159kg)
Lower Boom Lift Eye Capacity	1,500 lbs. (680kg)	1,500 lbs. (680kg)	1,500 lbs. (680kg)

HEIGHT WITH STANDARD REVERSE MOUNT PEDESTAL

Height to Bottom of Platform	55'4" (16.9m)	59'10" (18.2m)	70'10" (21.6m)
Working Height	60'4" (18.4m)	64'10" (19.8m)	75'10" (23.1m)
Stowed Travel Height	11'9" (3.5m)	11'9" (3.5m)	12'9" (3.8m)
Weight of Lift	5,860 lbs. (2660kg)	5,970 lbs. (2707kg)	9,600 lbs. (4350kg)

HYDRAULIC SYSTEM

Operating Pressure	2900 PSI (205kg/cm ²)	2900 PSI (205kg/cm ²)	2900 PSI (205kg/cm ²)
Flow Rate	7 GPM (26 lpm)	7 GPM (26 lpm)	7 GPM (26 lpm)
Filtration	10 Micron Return	10 Micron Return	10 Micron Return
System Type	Open Center	Open Center	Open Center
Power Source	PTO Pump	PTO Pump	PTO Pump

BOOM ACTION

Upper Boom Articulation	270° relative to lower boom	245° relative to lower boom	245° relative to lower boom
Lower Boom Articulation	125° from horizontal to 35° past vertical	125° from horizontal to 35° past vertical	125° from horizontal to 35° past vertical
Rotation	360° Continuous	360° Continuous	360° Continuous

INSULATION GAPS

Upper Boom Insulation Gap	214" (5.4m)	214" (5.4m)	214" (5.4m)
Lower Boom Insulation Gap	24" (.61m)	24" (.61m)	24" (.61m)

VEHICLE REQUIREMENTS

Cab to Axle (minimum)	120" (3m)	120" (3m)	138" (3.5m)
GVWR	28,000 lbs. (12,700kg)	28,000 lbs. (12,700kg)	32,000 lbs. (14,500kg)

NOTE:

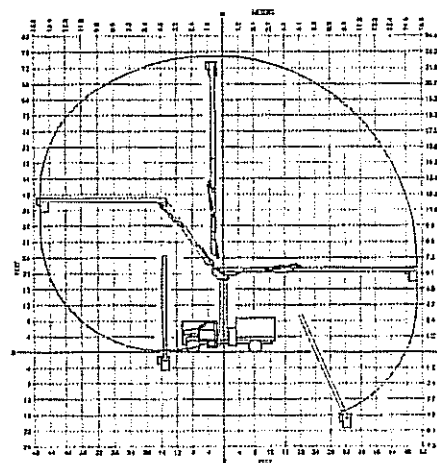
- Specifications may vary without prior notification.
- Required GVWR can vary significantly with chassis, lift mounting location, service body, accessories, and desired payload.

OPTIONS

- Tilt Platform
- Platform Size Variations
- Capacity Variations
- Lifting Eye Attachment
- Two-Speed Throttle Control
- Unitrol H.R.
- 10' Elevator (VO-255/VO-260)



P.O. Box 20368
Waco, TX 76702-0368
254.399.2100
Fax: 254.399.2651
1.800.825.1085
www.timemfg.com



SPECIFICATIONS

GENERAL SPECIFICATIONS

This section includes a brief description of each of the VO-265E/270E major (standard) components. The "VO-265E/270E Major Components" illustration can be used to locate and identify the standard components of the aerial lift. The following is a brief description of the major components of the VO-265E/270E aerial lift.

PLATFORM - The standard fiberglass platform is 24 in. x 24 in. x 42 in. (0.61 m x 0.61 m x 1.07 m) with an inside and outside step for easy access. The standard platform capacity is 350 lbs. (160 kg). Higher platform capacities are available. The platform is side mounted and classified as one man. Liners and vinyl covers are available for the platform.

PERSONNEL RESTRAINT SYSTEM - A safety belt or harness and a lanyard are required and can be supplied by TIME Manufacturing Company at an additional cost. Consult applicable work practices and regulations to choose between a safety belt and a harness. The anchor for the lanyard is attached to the platform.

MECHANICAL PLATFORM LEVELING - Platform leveling is achieved automatically through a completely enclosed parallelogram system. The major components of this system include 1/2 in. (13 mm) diameter fiberglass leveling rods, and No. 60 high strength roller chain. There are no cables used in this system. The fiberglass leveling rods maintain the insulation gaps in all boom positions and are tested at twice the rated load. The tension is adjusted by means of a turnbuckle in the upper and lower boom and platform leveling is adjusted by another threaded rod at the turret.

LOWER BOOM - The lower boom is designed and constructed from high strength steel plate, forming a 10 in. x 12 in. (250 mm x 300 mm) rectangular tube. Boom articulation is 125°, from horizontal to 35° past vertical. Articulation is achieved by using a double-acting hydraulic cylinder equipped with two integral holding valves. In the event of a hydraulic failure, the integral holding valves prevent the booms from dropping by locking the booms in position. In addition the cylinder rod eye is both threaded and welded.

CHASSIS INSULATING SYSTEM (Lower Boom Insert) - Each end of a high strength filament-wound epoxy resin fiberglass is inserted into the steel boom sections. The fiberglass insert maintains a 24 in. (0.61 m) insulation gap between the two steel sections. The steel and fiberglass sections are

bonded with pressure-injected adhesive, which fills all the voids. After the adhesive cures, 8 bolts are installed to assure maximum strength. A stainless steel stud is supplied at each end of the insert to shunt the chassis insulating system during electrical testing.

INSULATED UPPER BOOM - The rectangular upper boom tapers from 8 in. x 12 in. (200 mm x 300 mm) at the elbow end to 8 in. x 10 in. (200 mm x 250 mm) at the platform end and is constructed of high strength filament-wound epoxy resin fiberglass. The fiberglass has a gel coat and a high gloss durable urethane finish for added weather protection and water beading. A steel weldment is inserted into the fiberglass at the elbow end of the boom then adhesive is pumped in under pressure to fill all voids. The fiberglass boom is certified for 46 KV and below in accordance with ANSI A92.2 Category C dielectric rating requirements.

The upper boom articulates a total of 270° (245° for the VO-270E) relative to the lower boom. A side by side boom design allows low travel height and improved platform access. The upper boom articulation is accomplished by a double acting hydraulic cylinder and 4-bar mechanical linkage. The system does not use any cables and the booms can be stowed in any sequence. A double acting holding valve is provided. An upper boom storage cradle mounted on the turret assures solid boom support in the stowed position. A ratchet-type boom tie-down strap is included.

TURRET - Turret wings are made of high strength steel plate. The 1-1/4 in. (32 mm) turret base plate is machined to provide a flat surface to support the rotation bearing.

CONTINUOUS ROTATION - Rotation is continuous and unrestricted in either direction. This is accomplished by a hydraulically driven worm and spur gear acting on a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are torque seal marked to provide a quick means of detecting any loosening. An eccentric ring gearbox mounting allows for precise adjustments to the gearbox to pinion clearance.

LUBRICATION - Non-lube bearings are used at most points of motion. Only the rotation bearing and leveling chains require lubrication.

ELEVATOR - The elevator replaces a traditional pedestal and provides a 10 ft (3.0 m) vertical lift.



The elevator is actuated by two double acting cylinders. An equalizer link keeps each cylinder synchronized through the full range of motion. All major components are fully boxed to provide a stiff and secure structure. The top plate of the elevator is 1-1/4 in. (32 mm) thick and machined flat to support the rotation bearing.

OUTRIGGERS - Various outriggers are available for the VO-265E/270E. The standard A-frame outriggers are welded to the elevator and are equipped complete with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. At maximum extension the outriggers provide 155 in. (3.9 m) of spread and a maximum of 7 in. (178 mm) of penetration based on a 39 in. (1.0 m) frame height.

PAINTING - The complete unit is primed and painted prior to assembly. The standard color is white urethane paint.

HYDRAULIC SYSTEM - The open center hydraulic system operates at 2900 PSI (205 kg/cm²) at 7 GPM (26 LPM). A 10 micron return line filter can be easily changed without draining the reservoir. A filter gauge with a color coded range is used to monitor the condition of the return line filter for replacement. The suction screen inside the tank has a 100 mesh (149 micron) rating and can be removed for cleaning. A gate valve is located below the reservoir to prevent oil loss when the pump is serviced. A magnetic drain plug is used to attract and collect metallic contamination from the oil. Sight gauges mounted on the reservoir wall are convenient for monitoring the oil level.

HYDRAULIC OIL RESERVOIR - Available as a bulkhead or frame rail mount, the reservoir has anti-splash baffles, a return line filter gauge, and easy-to-read fluid level gauges. The hydraulic oil capacity in the reservoir is 30 Gal. (115 L).

CYLINDERS - Both the upper boom and lower boom cylinders are the threaded end-cap design. Both boom cylinders are equipped with two integral holding valves to prevent creep of the booms and to lock the booms in position in the event of a hydraulic failure. All holding valves are recessed into the base of the cylinders to provide protection from falling objects. When stowed, both cylinder rods are retracted, protecting them from damage and rust.

HYDRAULIC TOOLS - Two sets of hydraulic tool ports (two pressure ports and two return ports) are standard at the upper controls. A pressure reducing valve is used to limit the tool pressure. This valve is

pre-set at 2000 PSI (140 kg/cm²), but can be adjusted to the desired tool pressure. The tool circuit provides a 7 GPM (26 LPM) flowrate.

CONTROL VALVES - Full pressure hydraulic control valves at the platform and chassis control rotation, upper boom, and lower boom movements. The standard upper control is the Unitrol single stick. The lower controls are equipped with a selector valve to override the upper controls which also serves as the emergency stop for the upper controls. The outriggers are operated by separate control valves located with the ground controls. On reverse mounted units an additional control valve is provided to operate a dump body. Hydraulic tool power is standard at the upper controls and optional at the ground controls.

HOSES AND FITTINGS - The high pressure hoses routed through the booms are non-conductive hoses with swaged hose end fittings. Retainers are used to separate the hoses inside the booms to prevent chafing and nylon sleeves are installed over hoses at points of movement. Reusable hose fittings can be installed if a hose is damaged.

ELECTRICAL INSULATION SPECIFICATIONS - The upper boom is tested and certified as standard for electrical work at 46 KV and below in accordance with ANSI A92.2 Category C dielectric rating requirements. The chassis insulating system (lower boom insert) is also tested and certified according to ANSI A92.2. Vacuum prevention for all the hydraulic hoses routed through the insulated booms is also standard.

MANUALS - Two operator's manuals and two service manuals are included with each VO aerial lift.

OPTION SPECIFICATIONS

Brief descriptions of some of the numerous available options for the VO-265E/270E aerial lift are given in this section.

TILT PLATFORM - The tilt platform can be quickly released and tipped for rescue or clean out.

PLATFORM VARIATIONS - Numerous platforms are available including 24 in. x 24 in. x 39 in. (0.61 m x 0.61 m x 0.99 m), and -24 in. x 30 in. x 42 in. (0.61 m x 0.76 m x 1.07 m) sizes.

PLATFORM CAPACITIES - The maximum available platform capacity varies with model and

platform size.

<u>Model</u>	<u>24x24 Platform</u>	<u>24x30 Platform</u>
VO-265E	400 lbs	350 lbs
VO-270E	350 lbs	350 lbs

PLATFORM LINER - Liners are available for all standard sized platforms. The liners are tested and rated for 50 KV AC.

PLATFORM COVER - Soft vinyl covers are available to fit the 24 in. x 24 in. (0.61 m x 0.61 m) and 24 in. x 30 in. (0.61 m x 0.76 m) platforms.

LIFTING EYE ATTACHMENT - The lifting eye attachment is located near the elbow on the lower boom. The lifting eye has a maximum capacity of 1500 lbs. (680 kg).

ENGINE START/STOP CONTROL - The start/stop circuit has been designed so that the lift cannot be operated unless both the key in the truck ignition and the master control switch are "on". This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the upper controls is used to energize the system.

TWO-SPEED MANUAL THROTTLE CONTROL - This control gives the operator a choice of efficient, economical engine idle speeds or faster engine speeds with faster lift movements when required. The manual throttle control is designed to operate only if both the truck ignition and the master control switch are "on". The manual throttle control is operated by an air cylinder located with the upper controls. This option requires the use of an additional pass in the collector ring assembly.

EMERGENCY POWER - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a DC motor, which is powered by the truck's engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the upper controls is used to energize this system. This option requires the use of an additional pass in the collector ring assembly.

OUTRIGGER/BOOM INTERLOCK SYSTEM - The outrigger/boom interlock option is a feature designed to prevent the lift from being operated until the outriggers contact the ground. The interlock also prevents the outriggers from being retracted before the aerial lift is properly stored.

AUXILIARY OUTRIGGERS - A-frame outriggers are shear plate mounted to the frame. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and each outrigger is operated by a separate control. At maximum extension, the outriggers provide 148 in. (3.8 m) of spread and a maximum of 7 in. (178 mm) of penetration based on a 39 in. (1.0 m) frame height.

TOOL PORT FLOW CONTROL - A flow control valve is added to the tool circuit to limit flow to the tools. The valve is pre-set at 5 GPM (19 LPM), but can be adjusted from 4 GPM (15 LPM) to 6 GPM (23 LPM) to provide the desired flow.

VO-270E Dimensional Specifications

Horizontal Reach Overcenter	50 ft. 8 in. (15.4 m)
Horizontal Reach Non-Overcenter	46 ft. 5 in. (14.1 m)
Maximum Platform Capacity	350 lbs. (159 kg)
Lower Boom Lift Eye Capacity	1,500 lbs. (680 kg)

Height to Bottom of Platform	70 ft. 10 in. (21.6 m)
Working Height	75 ft. 10 in. (23.1 m)
Stowed Travel Height	12 ft. 9 in. (3.88m)
Weight of Lift w/Outriggers	9,600 lbs. (4350 kg)

Hydraulic System

Operating Pressure	2900 PSI (205 kg/cm ²)
Flow Rate	7 GPM (26 lpm)
Filtration	10 micron return 100 mesh suction

System Type	Open center
Power Source	PTO pump

Boom Action

Upper-Boom	Articulation is 245° relative to lower boom.
Lower-Boom	Articulation is 125° from horizontal to 35° past vertical.
Elevator Vertical Lift	10 ft (3.0 m)

Insulation

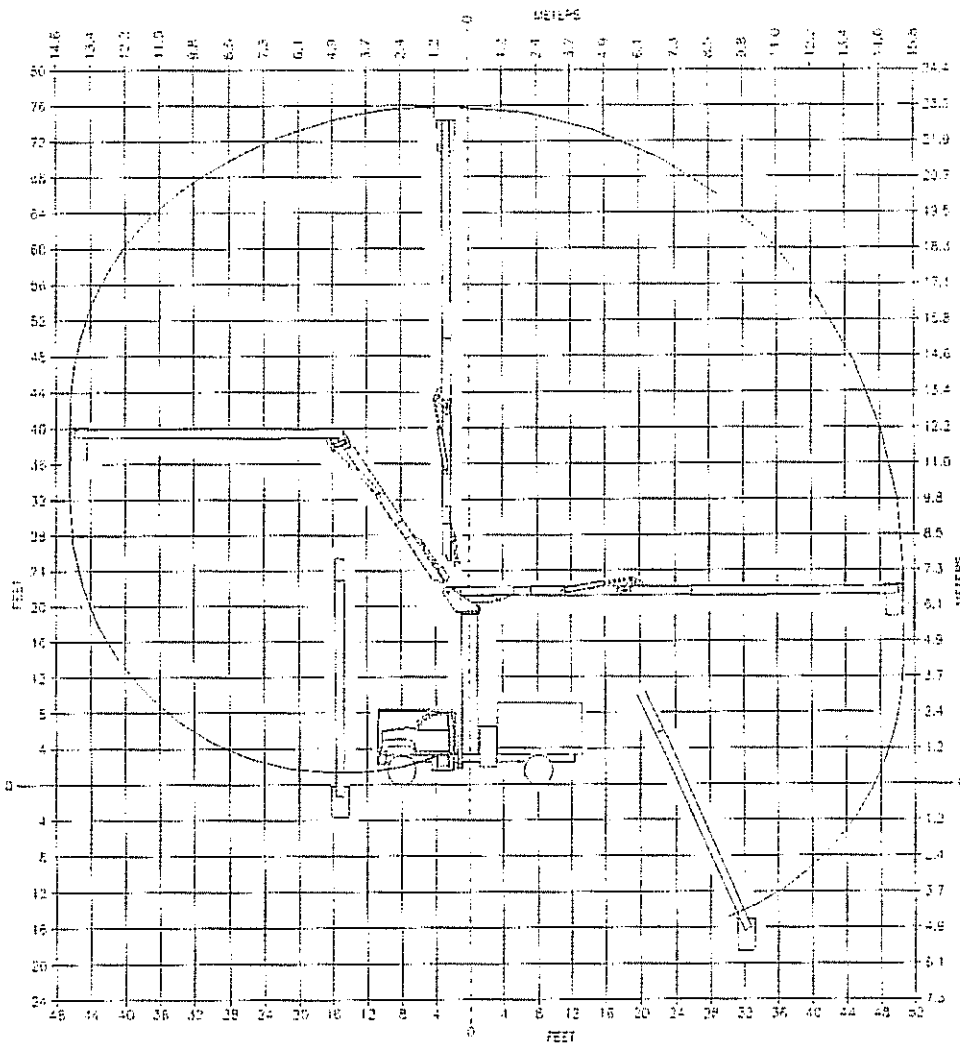
Upper Boom Insulation Gap	214 in. (5.44 m)
Lower Boom Insulation Gap	24 in. (0.61 m)

Ambient Temperature Range for Structural Integrity	-40°F (-40°C) to 125°F (52°C)
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Notes:

1. All dimensions and angles are nominal, based on 40 in. (1.02m) frame height.
2. Travel height figures may vary with chassis, pedestal, and mounting location and configuration.
3. The total load in the platform including operator, liner, tools, etc...Must not exceed the maximum platform capacity.

REV	DATE	DESCRIPTION	BY	CHKD	APPD	DATE
01	8-14-83	FIRST RELEASE	BR	Dpt	198	9-16-83



VO-270E

SPECIFICATIONS

UNLESS OTHERWISE NOTED:
 TOLERANCES: DECIMALS
 FRACTIONS: 1/16
 ANGLES: 1°
 FINISHES: 120
 PROJECTION OF VIEWS: 1st Angle
 ALL DIMENSIONS ARE IN INCHES
 THIS PRINT CONTAINS CONFIDENTIAL INFORMATION AND IS SOLE PROPERTY OF TIME MANUFACTURING, AND IS NOT TO BE DISCLOSED, COPIED, OR REPRODUCED WITHOUT EXPRESSED PERMISSION OF TIME MANUFACTURING.



MANUFACTURING
 COMPANY
 WACO, TEXAS

DWG. BY: SRS
 DATE: 9-26-88
 SCALE: 1"=20'

TITLE: REACH DIAGRAM
 VO-270E

MATERIAL

FINISH

LET. WT. #

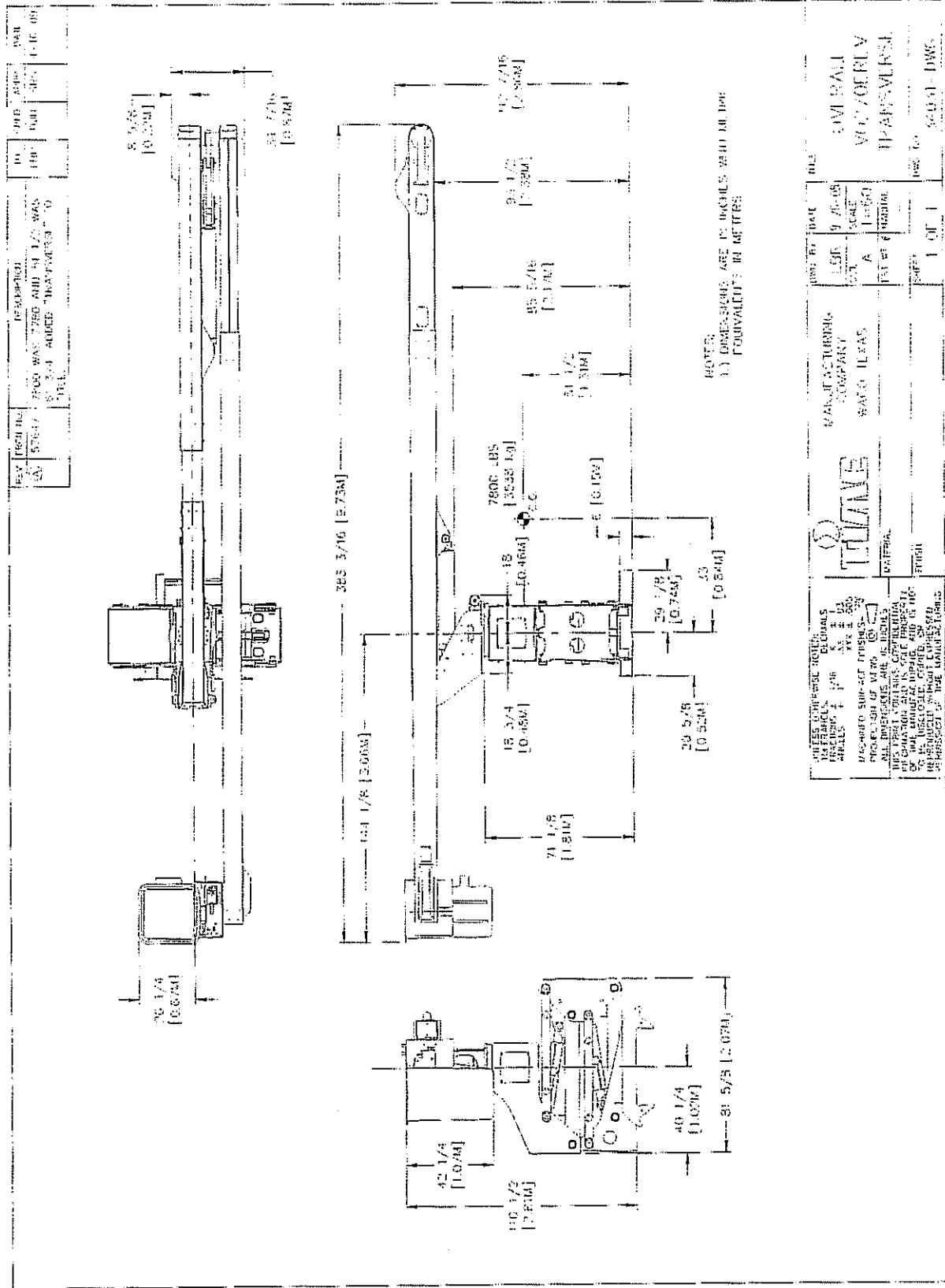
SHEET

DWG. NO.

1 OF 1

34024-DWG





SPECIFICATIONS



VO-265E/270E REVERSE MOUNT MINIMUM VEHICLE SPECIFICATIONS

Frame Section Modulus 18 in.³ (295 cm³)
Frame Resisting Bending Moment 900,000 in.-lbs. (101,700 N-m)
Cab to Rear Axle Dimension 138 in. (3.5 m)

With One Set of A-Frame Outriggers behind Cab

GVWR 32,000 lbs. (14500 kg)
GAWR (FRONT) 13,000 lbs. (5900 kg)
GAWR (REAR) 19,000 lbs. (8620 kg)
Approximate Curb Weight for Stability 20,000 lbs. (9100 kg)

VO-265E REAR MOUNT MINIMUM VEHICLE SPECIFICATIONS

Frame Section Modulus 15 in.³ (245 cm³)
Frame Resisting Bending Moment 750,000 in.-lbs. (85,000 N-m)
Cab to Rear Axle Dimension 102 in. (2.59 m)

With Two Sets of A-Frame Outriggers and Full Length Subframe

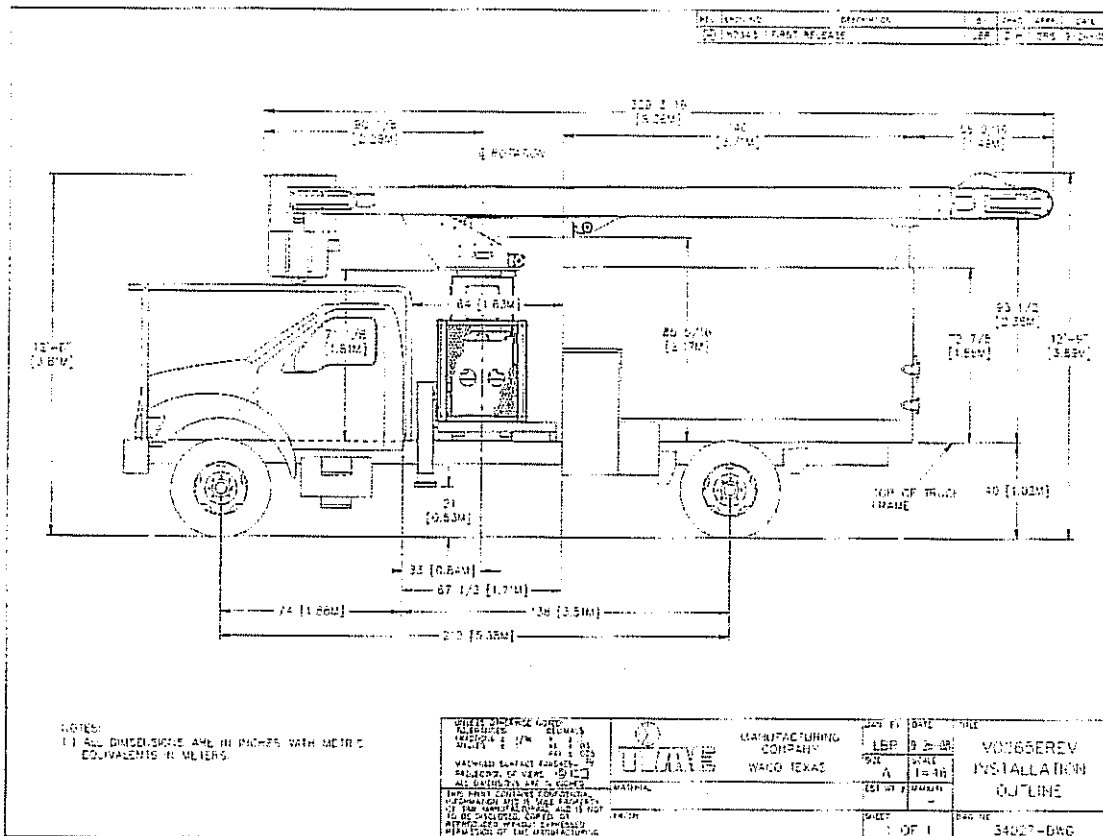
GVWR 29,000 lbs. (13200 kg)
GAWR (FRONT) 10,000 lbs. (4540 kg)
GAWR (REAR) 19,000 lbs. (8620 kg)
Approximate Curb Weight for Stability 20,000 lbs. (9100 kg)

Notes:

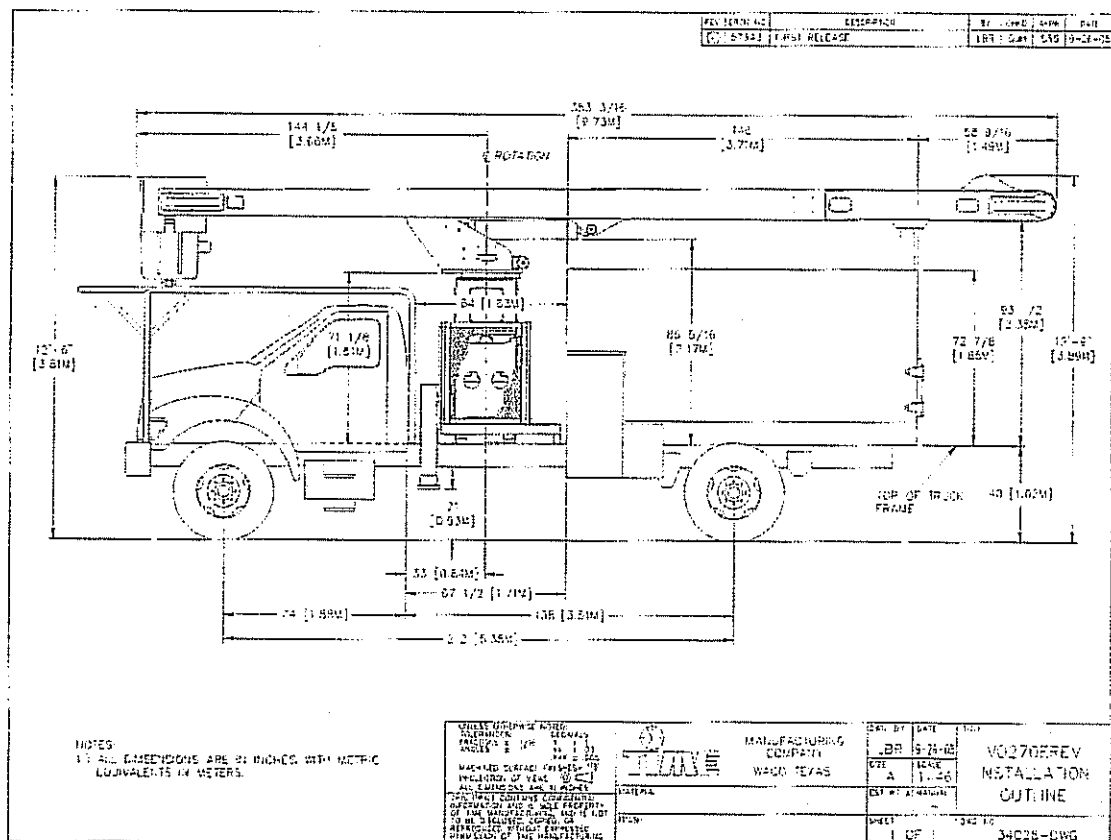
1. Actual GVWR and GAWR'S should be based on the weight and weight distribution of the chassis, body, lift ballast (if required), and accessories, plus the desired payload.
2. Curb weight for stability will vary based on rated platform capacity, mounting configuration, frame stiffness, and stability test requirements.

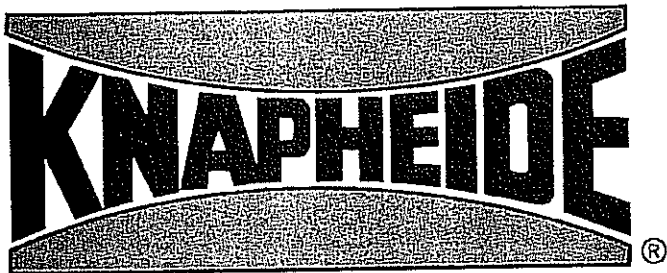
SPECIFICATIONS





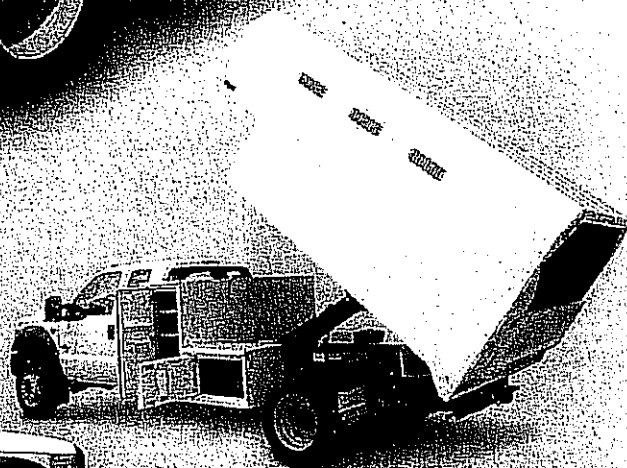
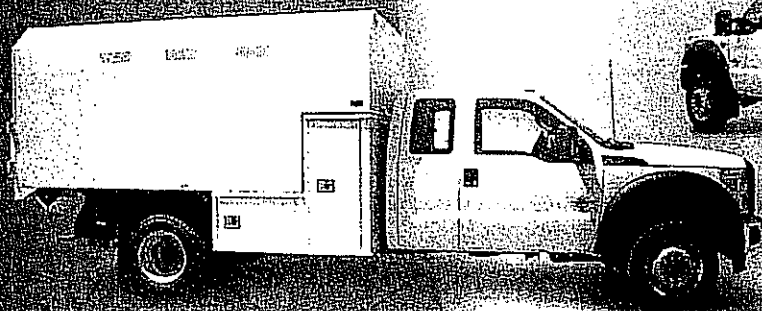
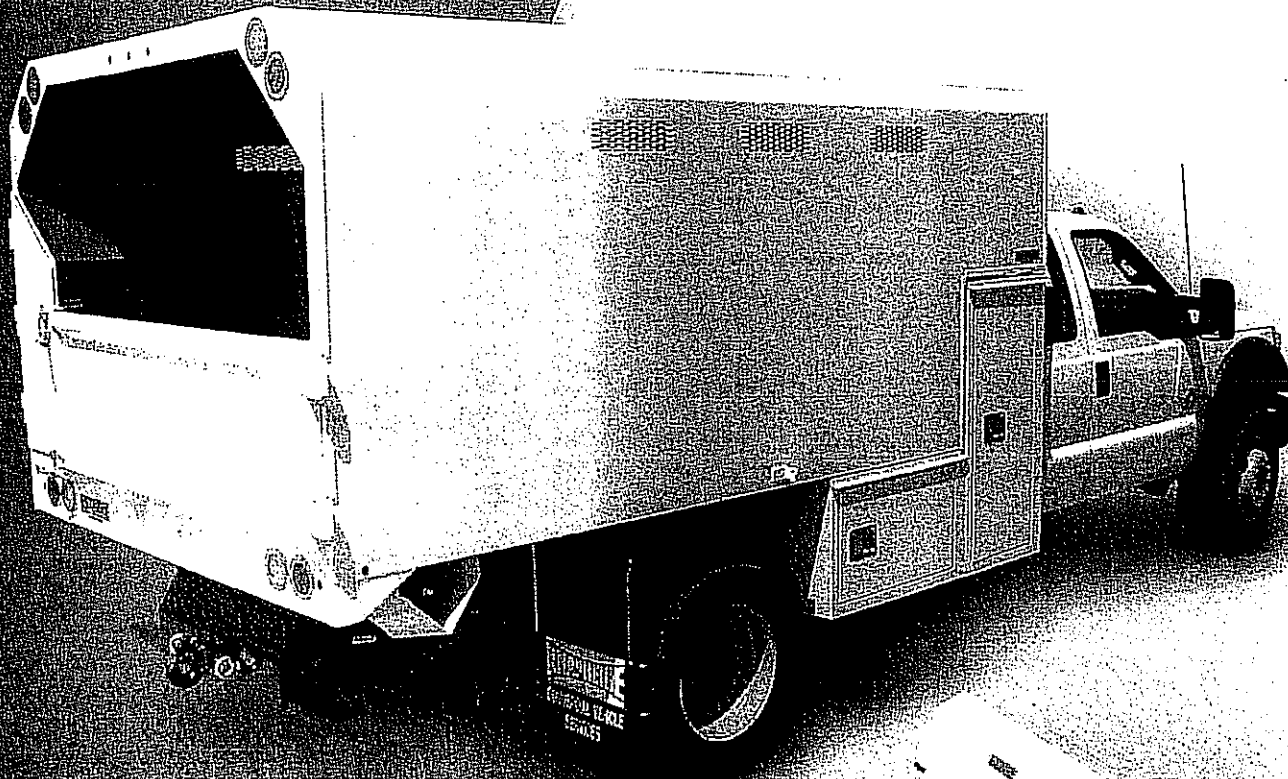
SPECIFICATIONS



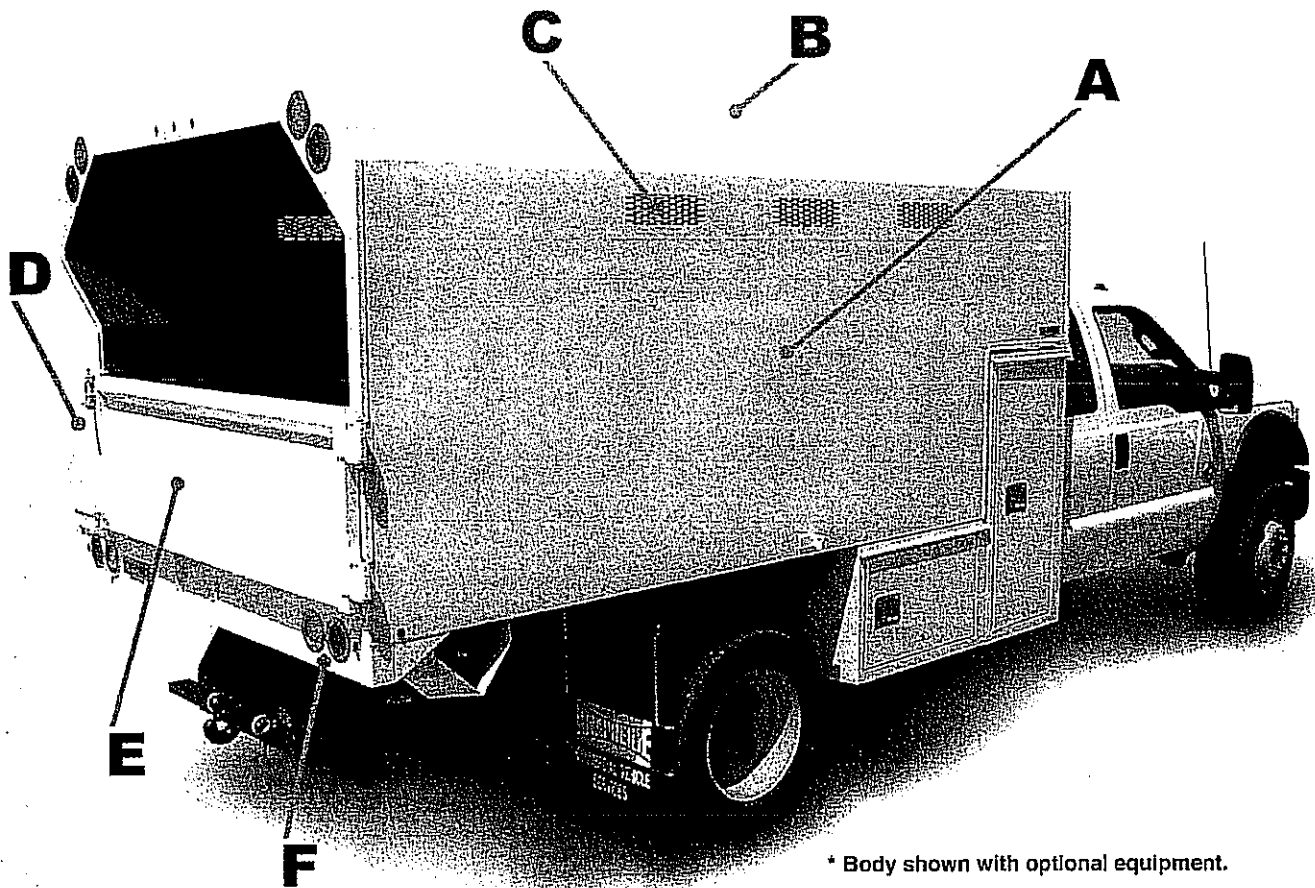


SINCE 1848

Forestry Bodies



Standard Features



* Body shown with optional equipment.

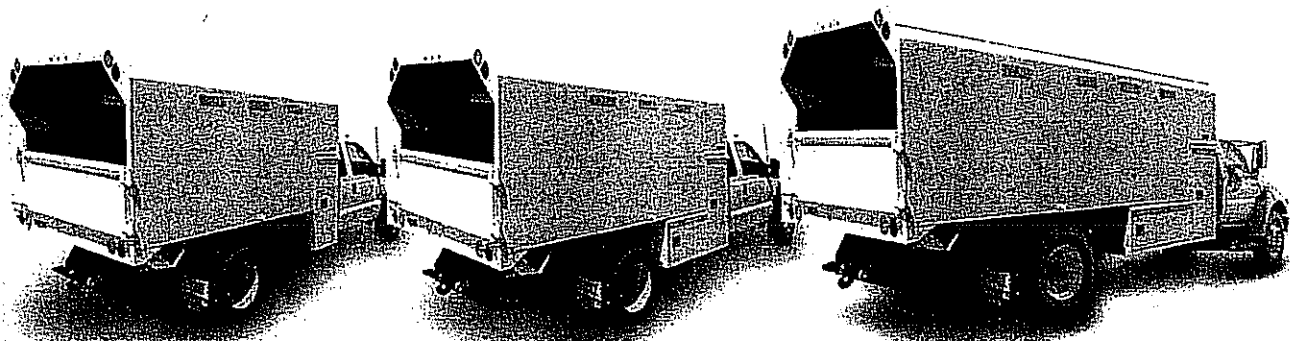
- A) 14 gauge galvaneal smooth side panels are excellent for advertising graphics
- B) 16 gauge galvaneal roof panel reinforced with roof bow bracing
- C) Punched vents in upper side panels
- D) Full length ladder box with pole pruner shelf and lockable access door
- E) 24" tall, 14 gauge galvaneal, double-panel tailgate swings open 270° degrees and latches in the open position
- F) Recessed LED light to meet DOT standards

And other features not shown above:

- Corrosion protection is provided through complete immersion in Knapheide's 12 stage electrodeposition prime paint system
- Bodies are fully protected with Knapheide's water based undercoat
- Floor is comprised of 6" structural long sills, 10 gauge formed cross sills, and a 10 gauge floor plate

Available Models

	Model	Recommended Min. GVWR	Nominal Length	Height	Chip Capacity
Notched Bodies (24" cutout for KnapPack)	KFB12360NA	19,500 lbs.	10'	60"	11.4 yds.
	KFB13560NA	19,500 lbs.	11'	60"	13.0 yds.
	KFB14760NA	19,500 lbs.	12'	60"	14.0 yds.
	KFB17172NA	25,999 lbs.	14'	72"	23.0 yds.
	KFB19578NA	29,000 lbs.	16'	78"	25.0 yds.
Straight Bodies (No cutout for KnapPack)	KFB12360SA	19,500 lbs.	10'	60"	12.4 yds.
	KFB13560SA	19,500 lbs.	11'	60"	14.0 yds.
	KFB14760SA	19,500 lbs.	12'	60"	15.0 yds.
	KFB17172SA	25,999 lbs.	14'	72"	24.0 yds.
	KFB19578SA	29,000 lbs.	16'	78"	26.0 yds.



KFP13560NA with I-Pack KFI24A-E

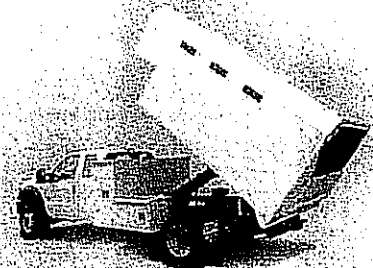
KFB14760NA with L-Pack KFPL2424A-E

KFB19578NA with L-Pack KFPL2424A-E

Hoists



Knapheide offers a full range of hoists with different lift capacities. Please contact your Knapheide representative to select the one that's right for your application.



Popular Options

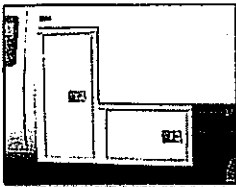
- Wheel chock holders – 1 each side
- Pintle ball combo hitch or swivel pintle hitch
- Delete ladder box and pole pruner shelf
- Barn door style swing-out rear doors
- LED strobe lights
- Rear boom brace for aerial units
- Coal tar interior coating
- Outrigger pad holders
- Cone holder
- Cab guard and reinforced bumper for aerial units

Available Forestry Body Storage Packs

Model	Style	Pack Length	Pack Height	Width	Underbody Box Length	Underbody Box Height
KFPI24A	I-Pack	24"	50"	94"	N/A	N/A
KFPI34A	I-Pack	34"	50"	94"	N/A	N/A
KFPL2424A	L-Pack	24"	50"	94"	24"	22"
KFPL2436A	L-Pack	24"	50"	94"	36"	22"
KFPL2448A	L-Pack	24"	50"	94"	48"	22"

Adding the suffix -E to the above models denotes Extreme Security forestry body storage pack.
Adding the suffix -EPL to the above models denotes Extreme Security forestry body storage pack with power latching.

Standard Forestry Body Storage Pack Features



KFPL2424A

- Two full width shelves extend across inside of entire pack
- Three combination stationary/swivel hooks are mounted in the passenger side compartment
- 2" thick, 14 gauge double panel door construction with internal bracing creates a rigid door
- Flush mounted doors and recessed hidden hinges create a pry-proof compartment
- Adjustable strikers and rotary style slammable latch with an internal cover
- Continuous automotive type bulb seal protects contents from the elements
- Storage packs are fully protected with Knapheide's water based undercoat
- Corrosion protection through complete immersion in Knapheide 12 stage electrodeposition prime paint system

Extreme Security Forestry Body Storage Pack Features

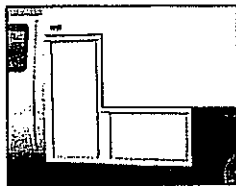


KFPI24A-E

Features listed below are in addition to the standard forestry body storage pack features.

- Large stainless steel door handles operate heavy duty rotary latches
- Reinforced rotary latches engage with heavy duty 1/2" diameter heat treated steel alloy striker pins
- Security pins can be inserted through the door and door frame to secure doors for additional security

Additional Features with Power Latching



KFPL2424A-EPL

Features listed below are in addition to the standard and extreme forestry body storage pack features.

- External stainless steel latches are removed which creates a smooth external door surface for graphics
- Electronic actuators are installed in door panels to activate the rotary latches
- Press the key fob and open only the selected door as each door is independently controlled
- When finished at the jobsite, close the door and it locks automatically
- Security pins are not included with the Power latching option

The Knapheide Manufacturing Company
1848 Westphalia Strasse
Quincy, Illinois 62305

(217) 222-7131

www.knapheide.com

knapheide@knapheide.com

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For more information:



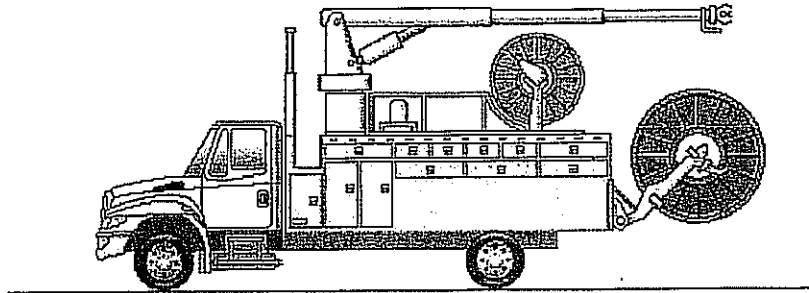
Specifications subject to change without notice.
Some models shown with optional equipment.

INTERNATIONAL®

December 19, 2011

Prepared For:
TRUCK EQUIPMENT SALES, I
Bob Fray
4700 RANGELINE
MOBILE, AL 36619-
(850)438 - 7596

Presented By:
WARD INT'L TRUCKS
Howard M Clotfelter
2101 PERIMETER RD
MOBILE AL 36615 -
(251)433-5616



Model Profile

2013 4300M7 SBA 4X2 (MA065)

MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000
DIMENSION:	Wheelbase: 189.00, CA: 121.90, Axle to Frame: 35.00
ENGINE, DIESEL:	{MaxxForce 7} EPA 10, 220 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 220 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-3DFL} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Proposal: 4722-01

INTERNATIONAL®**Vehicle Specifications**
2013 4300M7 SBA 4X2 (MA065)

December 20, 2011

<u>Code</u>	<u>Description</u>
MA06500	Base Chassis, Model 4300M7 SBA 4X2 with 189.00 Wheelbase, 121.90 CA, and 35.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness
	<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WEC	WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)
2ASC	AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4
	<u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered.
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 Sqn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake
	<u>Includes</u>

Proposal: 4722-01

<u>Code</u>	<u>Description</u>
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers <u>Notes</u> : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity
5AAA	STEERING COLUMN Stationary
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR {Sheppard M-100} Power
7BDA	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of Cab, Includes Horizontal Tail Pipe <u>Includes</u> : NOTE: The Horizontal Tailpipe Includes a Temperature Control Device
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxillary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GGZ	ALTERNATOR {Leece-Neville LBP2224H} Brush Type; 12 Volt 120 Amp. Capacity, Pad Mounted
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MED	BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1100CCA Total
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input <u>Includes</u> : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior : SPEAKERS IN CAB (4) Coaxial with Premium Interior

<u>Code</u>	<u>Description</u>
8TMG	TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, Wired for Turn Signals Combined With Stop, Compatible With Trailers That Use Combined Stop, Tail, Turn Lamps
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WYD	STARTING MOTOR (Delco Remy 29MT) 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch
8WZK	HEADLIGHTS Halogen; Composite Aero Design for Two Light System
9HAD	GRILLE Chrome
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GA"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12NUG	ENGINE, DIESEL {MaxxForce 7} EPA 10, 220 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 220 Peak HP (Max)
	<u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F / -40 Degrees C; for MaxxForce Engines : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Engine Mounted : FUEL HEATER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Engine Mounted : GLOW PLUG Automatic with Indicator Light : GOVERNOR Electronic : OIL FILTER, ENGINE Drop-In Cartridge Type
12TTB	FAN DRIVE (Borg-Warner Series 790) Viscous Type, Screw On
	<u>Includes</u> : FAN Nylon
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER With Service Protection Element
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines
12VZD	FEDERAL EMISSIONS for 2010; MaxxForce 7 Engines

INTERNATIONAL®**Vehicle Specifications**
2013 4300M7 SBA 4X2 (MA065)

December 19, 2011

<u>Code</u>	<u>Description</u>
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations
13AJK	TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. <u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan
13WBL	TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYK	SHIFT CONTROL PARAMETERS Allison Load Based Shift Schedules (LBSS)
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
14ANU	AXLE, REAR, SINGLE (Meritor MS-21-14X-3DFL) Single Reduction, 21,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.57 <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
15SGK	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Deep, With Quick Connect Outlet, Mounted Right Side, Under Cab
16030	CAB Conventional <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16400	SEAT, PASSENGER Omit Item
16HBA	GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

Proposal: 4722-01

<u>Code</u>	<u>Description</u>
16JPU	SEAT, FRONT BENCH (Gra-Mag) Full Width; Vinyl, With Fixed Mid Back <u>Includes</u> : SEAT BELT (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One 2-Point Lap Belt for Center Passenger
16SDA	MIRRORS (2) (Lang Mekra) Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Right Side Only, 102" Inside Spacing, Breakaway Type
16WCT	AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WRX	CAB INTERIOR TRIM Deluxe <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
27DNS	WHEELS, FRONT DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hold, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs. <u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White <u>Notes</u> : Compatible Tire Sizes: 9R22.5, 10R22.5, 11R22.5, 235/80R22.5, 245/75R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5
28DNS	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hold, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs <u>Includes</u> : PAINT IDENTITY, REAR WHEELS White <u>Notes</u> : Compatible Tire Sizes: 9R22.5, 10R22.5, 11R22.5, 235/80R22.5, 245/75R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
7372138107	(4) TIRE, REAR 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A



WATERS INTERNATIONAL TRUCKS, INC.

80 S & K DRIVE

P.O. BOX 831

HATTIESBURG, MS 39402

PHONE: 601-544-7401 FAX: 601-544-7478

Sales – Parts – Service

FILED

DEC 22 2011

EDDIE R. MYERS, CITY CLERK
By 
Deputy Clerk



December 21, 2011

City of Hattiesburg
Office of City Clerk
P.O. Box 1898
Hattiesburg, MS 39401

We are pleased to provide the following quotation in response to your bid request
For **ONE (1) New 2012 Unused Bucket Truck for the Urban Forestry Division,
Parks and Recreation Department, City of Hattiesburg:**

- (1) 2013 International 4300 SBA 4X2 Cab & Chassis, per your specifications,
- (2) ALTEC Model LRV60-E70 Articulating Aerial Device, per your specifications,
- (3) ALTEC Chip Dump Body, 14.5 Cubic Yard Capacity, per your specifications,

Truck Price:	\$66,148.25
Articulating Bucket & Body Price:	\$87,059.00
MS Title Fee:	<u>13.00</u>
Total Unit Price:	\$153,220.25

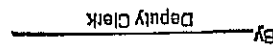
Delivery to the City of Hattiesburg, MS within 180 days after receipt of purchase order.

Please feel free to call upon me should you have any questions regarding this bid.

Thank you,



Dennis Polk
Branch Manager

EDDIE R. MYERS, CITY CLERK
By 
Deputy Clerk

DEC 22 2011

FILED

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed proposals until 10:00 A.M., Thursday, December 22, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 UNUSED BUCKET TRUCK

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.
PUBLISHED by Order of the Council on this, the 22nd day of November, 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW 2012 UNUSED BUCKET TRUCK FOR THE URBAN FORESTRY DIVISION, PARKS AND RECREATION DEPARTMENT, CITY OF HATTIESBURG

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 180 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, December 22, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW 2012 UNUSED BUCKET TRUCK FOR THE URBAN FORESTRY
DIVISION, PARKS AND RECREATION DEPARTMENT, CITY OF HATTIESBURG
SUBMITTED BY 10:00 A.M. DECEMBER 22, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 22nd day of November A. D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PARKS AND RECREATION

MINIMUM SPECIFICATIONS OF ONE (1) NEW 2012, UNUSED BUCKET TRUCK FOR THE URBAN FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG

Unit to be delivered to 3401 West 7th Street, Hattiesburg, Mississippi.

Aerial Device specifications:

- Articulating Over-center Aerial Device with 10 foot vertical elevator, with insulated lower boom and insulated upper boom
- 74 ft minimum Working Height
- Side by Side Boom Configuration - Lower Boom Articulation: 0 to 125 degrees, Upper Boom Articulation: 270 degrees in relation to lower boom
- Rotation: Continuous rotation provided by worm gear drive
- Open Center Hydraulic System
- Platform - single, fiberglass, one-man side mounted, 350 lb rating
- Single handle controller at platform
- 50 kv platform liner
- Hydraulic tool circuit at platform with two hydraulic tool connections, equipped with two sets of quick disconnect couplings
- Individual lever lower controls
- Outriggers – A-Frame with outrigger/unit controls
- Outrigger Interlock System
- Maximum travel height 12'7"
- Full body harness with attached lanyard
- Manuals: Two (2) Operator's and two (2) Maintenance/Parts manuals
- Paint - White

Body specifications:

- Chip Dump Body 14.5 cubic yard capacity with ladder box and single piece tailgate
- 4 door thru box assembly with street side and curb side tool compartments
- 12 gauge floor plate, 14 gauge roof, rear top and sides of body reinforced for lower boom support
- Hydraulic hoist, installed, with 45-degree dump angle and body prop
- LED lighting package with wiring harness
- Paint - White

Chassis specifications:

- ✓• Engine – Diesel, 220 horsepower / 500 pounds of torque
- ✓• Transmission - Heavy duty automatic 3500 RDS with PTO provision
- ✓• Wheelbase – 189 inches
- ✓• Axles-Front – I-beam, 12,000 lb capacity
- ✓• Axle-Rear - Single Reduction, 21,000-lb Capacity
- ✓• Brake system - Dual air brake system, including air compressor and all components
- ✓• 2 Tires, Front - 11R 22.5 – 14 ply
- ✓• 4 Tires, Rear – 11R 22.5 – 14 ply
- ✓• Battery system - 12 volt with 2 maintenance free batteries
- ✓• Fuel tank - 50-gallon capacity
- ✓• Truck cab - conventional with air conditioning, heater and defroster
- ✓• PTO controls - mounted and installed
- ✓• Gauge cluster - containing speedometer, oil pressure, water temperature, fuel gauge and voltmeter
- ✓• Seats - vinyl with floor mats
- ✓• Tow Hooks – Two front, frame mounted
- ✓• Rear mounted T-110 Pintle Hitch with set of D-rings for trailer safety chains
- ✓• Seat belts - 3-point, lap and shoulder belt type
- ✓• Back-up alarm
- ✓• DOT required lighting
- ✓• DOT mud flaps mounted at rear axle
- ✓• AM-FM Radio
- ✓• Trailer Connection Socket; Mounted at rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers that use Combined Stop, Tail, Turn Lamps
- ✓• Paint – White

Body and Chassis Accessories:

- Metal Cab Guard with access ladder with grab handle on curbside
- Wheel Chocks (Rubber)
- Wheel Chock Holders – Installed under dump body
- Exhaust heat shields for hydraulic hoses
- Triangular Reflector Kit
- Amber Strobe Lights with brush guards installed street side, one under cab guard and one at rear corner of chip box.

- 5 LB Fire Extinguisher with bracket
- English Safety And Instructional Decals
- Vehicle Height Placard - Installed in cab
- Dielectric test unit according to ANSI requirements
- Stability test unit according to ANSI requirements
- DOT Certification

Extended Warranty Options to be included, if offered.



4300 SBA 4x2

Sales Proposal For:

City Of Hattiesburg

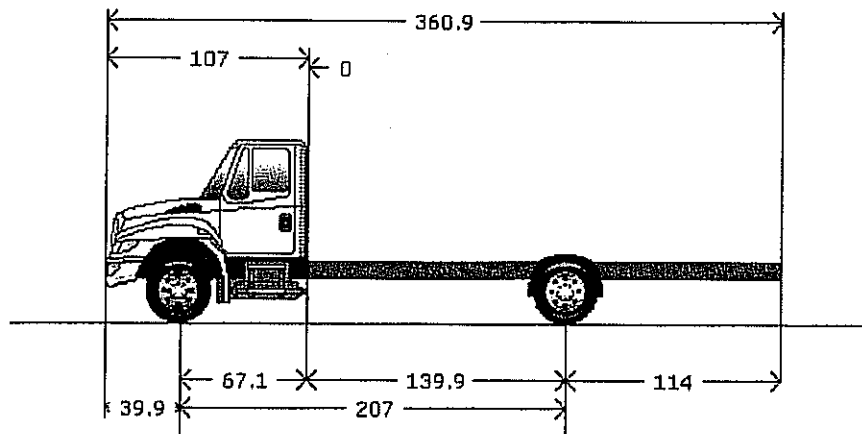
Presented By:

WATERS INTERNATIONAL TRC

Prepared For:
 City Of Hattiesburg
 Russell Davis
 P.O. Box 1898
 Hattiesburg, MS 39403-
 (601)545 - 4552

Presented By:
 WATERS INTERNATIONAL TRC
 Dennis Polk
 80 S & K Drive
 P.O. Box 831
 HATTIESBURG MS 39403 - 0831
 (601)544-7401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2013 4300 SBA 4X2 (MA025)

APPLICATION:	Bucket Lift (Utility)
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 42.70% / 1.81% @ 55 MPH Calc. Geared Speed: 69.3 MPH
DIMENSION:	Wheelbase: 207.00, CA: 139.90, Axle to Frame: 114.00
ENGINE, DIESEL:	{MaxxForce DT} EPA 10, 230 HP @ 2200 RPM, 620 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-21-160} Single Reduction, 21,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.43
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model 4300 SBA 4X2 with 207.00 Wheelbase, 139.90 CA, and 114.00 Axle to Frame.	6329/2791	9120
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL	23/491	514
BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	0/0	0
<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color		
CROSSMEMBER, REAR, AF (01)	0/20	20
WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)	0/0	0
AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	41/0	41
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
SPRINGS, FRONT AUXILIARY Rubber	10/0	10
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers	99/0	99
<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	100/30	130
<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
<u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.		
TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	9/21	30
AIR DRYER {Bendix AD-9} With Heater	23/4	27
<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab		

Description

<u>F/R Wt</u>	<u>Tot Wt</u>
(lbs)	(lbs)

BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn

0/0 0

BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake

0/6 6

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

0/0 0

Notes

: Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM.

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

0/27 27

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

46/-1 45

STEERING COLUMN Tilting

10/0 10

STEERING WHEEL 2-Spoke, 18" Diam., Black

0/0 0

STEERING GEAR {Sheppard HD94} Power

-7/4 -3

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of Cab, Includes Horizontal Tail Pipe

0/0 0

Includes

: NOTE: The Horizontal Tailpipe Includes a Temperature Control Device

SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position

2/0 2

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

0/0 0

Includes

: BATTERY BOX Steel

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: HORN, ELECTRIC Single

: JUMP START STUD Located on Positive Terminal of Outermost Battery

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
CIGAR LIGHTER Includes Ash Cup	1/0	1
HORN, ELECTRIC (2)	2/0	2
ALTERNATOR {Leece-Neville LBP2203H} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mounted	-11/1	-10
BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1300CCA Total	0/0	0
RADIO {International} AM/FM Stereo With Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	3/0	3
<u>Includes</u>		
: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior		
: SPEAKERS IN CAB (4) Coaxial with Premium Interior		
BACK-UP ALARM Electric, 102 dBA	0/3	3
TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, Wired for Turn Signals Combined With Stop, Compatible With Trailers That Use Combined Stop, Tail, Turn Lamps	7/0	7
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	2/0	2
HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
GRILLE Chrome	0/0	0
FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "GA"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
CLUTCH Omit Item (Clutch & Control)	-65/-10	-75
ENGINE, DIESEL {MaxxForce DT} EPA 10, 230 HP @ 2200 RPM, 620 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed	0/0	0
<u>Includes</u>		
: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)		
: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines		
: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control		
: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel		
: ENGINE OIL DRAIN PLUG Magnetic		
: ENGINE SHUTDOWN Electric, Key Operated		
: FUEL FILTER Included with Fuel/Water Separator		
: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted		
: GOVERNOR Electronic		
: OIL FILTER, ENGINE Spin-On Type		
: WET TYPE CYLINDER SLEEVES		

Notes

DescriptionF/R Wt Tot Wt
(lbs) (lbs)

: Recommend Code 12THT when using front mount obstructions (winches, cones, reels, etc.) that restrict air flow through the radiator.

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed

25/0 25

Includes

: FAN Nylon

Notes

: Recommend Code 12THT when using front mount obstructions (winches, cones, reels, etc.) that restrict air flow through the radiator.

RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, With 373 SqIn CAC, With In Tank Oil Cooler

129/-9 120

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

FEDERAL EMISSIONS for 2010; MaxxForce DT Engines

0/0 0

AIR CLEANER With Service Protection Element

0/0 0

Includes

: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel

0/0 0

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines

0/0 0

FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted

14/-1 13

BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt; With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan, for 16

4/0 4

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

Notes

: MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations

0/0 0

TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

189/62 251

Includes

: OIL FILTER, TRANSMISSION Mounted on Transmission

: TRANSMISSION OIL PAN Magnet In Oil Pan

TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission

0/0 0

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

1/0 1

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

0/0 0

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

0/0 0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	0/0	0
PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
AXLE, REAR, SINGLE (Meritor RS-21-160) Single Reduction, 21,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.43	0/0	0
SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/66	66
<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
FUEL/WATER SEPARATOR With Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	5/0	5
FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, With Quick Connect Outlet, Mounted Left Side, Under Cab	0/0	0
CAB Conventional	0/0	0
<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color		
SEAT, PASSENGER Omit Item	0/0	0
GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
<u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
SEAT, FRONT BENCH {Gra-Mag} Full Width; Vinyl, With Fixed Mid Back	0/0	0
<u>Includes</u> : SEAT BELT (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One 2-Point Lap Belt for Center Passenger		
MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Black Heads, Brackets & Arms	2/0	2
CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension	29/13	42
AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	66/5	71

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A		
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
CAB INTERIOR TRIM Deluxe	0/0	0
<u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	4/0	4
<u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White		
<u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	0/24	24
<u>Includes</u> : PAINT IDENTITY, REAR WHEELS White		
<u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings	0/0	0
(4) TIRE, REAR 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply	0/144	144
(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	74/0	74
Total Component Weight:	7183/3691	10874
(1)ALTEC Model LRV60-E70 Articulating Aerial Device.	0/0	0
(2) Altec Chip Dump Body 14.5 Cubic Yard Capacity.		
Total Body Allied:	0/0	0
Raw Material Surcharge (Medium Duty)	0/0	0
Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL®

Body Allied/Equipment
2013 4300 SBA 4X2 (MA025)

December 21, 2011

(USA DOLLAR)

Description

Price

- (1)ALTEC Model LRV60-E70 Articulating Aerial Device.
- (2) Altec Chip Dump Body 14.5 Cubic Yard Capacity.

\$87,059.00

Total Body Allied/Equipment: \$87,059.00

(USA DOLLAR)		<u>Price</u>
<u>Description</u>		
Factory List Prices:		
Product Items	\$90,395.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$90,395.00
Total Goods Purchased:		\$600.00
Freight Charge	\$1,845.00	
Total Freight:		\$1,845.00
Total Factory List Price Including Freight:		\$92,840.00
Less Customer Allowance:		(\$26,691.75)
Total Vehicle Price:		\$66,148.25
Total Body/Allied Equipment:		\$87,059.00
Total Sale Price:		\$153,207.25
Total Per Vehicle Sales Price:		\$153,207.25
Total Net Sales Excluding Taxes:		\$153,207.25
MS Title Application.	\$13.00	
Total License, Title:		\$13.00
Net Sales Price:		\$153,220.25

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

LIMITED WARRANTY FOR MODELS

1000, 4000, DURASTAR® SERIES

*Effective with vehicles built July 12, 2011 or later.

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle which proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverage's below. Exceptions are listed below:

BASIC VEHICLE COVERAGE		
	Months	Miles
Basic Vehicle Warranty (Feature Code 40024)	24	Unlimited
(See exceptions listed below)		
Note: Items not listed in warranty exceptions follow basic warranty		
Warranty Exceptions		
	Months	Miles
CHASSIS COVERAGE		
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
ENGINE COVERAGE		
	Months	Miles
Non-Rescue Applications		
MaxxForce® 7 Engine (includes DPF)	36	150/240
MaxxForce® 9 Engine (includes DPF)	36	150/240
MaxxForce® DT Engine (includes DPF)	36	150/240
MaxxForce® 7 Engine glow plugs, relay, harness/connector (DT EPA)	12	Unlimited
Rescue Application Only (Fire Truck, Ambulance, Emergency)		
MaxxForce® 7 Engine (includes DPF)	60	100/180
MaxxForce® 9 Engine (includes DPF)	60	100/180
MaxxForce® DT Engine (includes DPF)	60	100/180
MaxxForce® 7 Engine glow plugs, relay, harness/connector (DT EPA)	36	Unlimited
DRIVE TRAIN		
	Months	Miles
Meritor Axles (DuraStar model)	36	Unlimited
MISCELLANEOUS COVERAGE		
	Months	Miles
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises		
Towing (unless specific stated coverage above)		
Adjustments and Maintenance (e.g. aim headlight, adjust brakes/clutch, adjust steering system, check and fill coolant levels.		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

COMPONENTS / ITEMS:

- Warranted by their respective manufacturers (e.g., non-Navistar brand engines, tires, Allison Transmissions, Eaton Hybrid components, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized Navistar Truck employees at Navistar Truck manufacturing plants.
- Front and rear axle alignment.

REPAIRS & MAINTENANCE:

- Maintenance-related items/repairs, or those as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
- Failure to observe published capacity or load specifications for engine, transmission, propshaft, axles (power train) and suspension.

OTHER:

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU (delivery to end user) to purchase an extended warranty on the unit. For extended warranty purchases between, 181 through 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new Navistar vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. ON THE PART OF THE COMPANY OR SELLER. NO person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:
I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature _____	Date _____		
Owner's Address _____	City _____	State/Prov _____	Postal Code _____
Truck Model _____	Vehicle Identification Number _____		
Engine Number _____	Engine Serial Number _____		
Date Delivered to User (DTU) _____	Odometer Reading at Delivery _____		

December 21, 2011
Our 82nd YearAndy Parker
601-596-6649CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG, MS 39403-0000
US**Altec Quotation Number** 170503 - 2
Account Manager: Richard Evans
Inside Sales Rep: Travis Evans**Bill To:**
CITY OF HATTIESBURG**Altec Sales Order(s):**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model LRV60-E70 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. To include the following features: A. Ground to Bottom of Platform Height: 69.7 feet B. Working Height: 74.7 feet C. Maximum Reach to Edge of Platform with Upper Boom Overcenter: 49.4 feet (at 18.6 feet platform height). D. Maximum Reach to Edge of Platform with Upper Boom Non-Overcenter: 45.7 feet (at 37.6 feet platform height). E. Continuous Rotation F. Platform Capacity: 350 lbs. G. Platform Access to the Ground in both the non-overcenter and overcenter positions with the elevator folded. When the elevator is erected, the platform can access the ground in the overcenter position. H. Lower Boom: Articulation is from 0 to 125 degrees. Insulator provides 15 inches of isolation in the lower boom. The lower boom raise function is hydraulically cushioned for controlled movement at maximum articulation. I. Upper Boom: Articulation is from 0 to 270 degrees. The round filament wound fiberglass section provides a minimum of 14.4 feet of isolation. J. Elevator Section: Articulation is from 0 to 90 degrees. Elevator provides 10 extra feet of direct vertical height to the aerial device when articulated to 90 degrees. The elevator section is mounted parallel with the chassis frame rails providing maximum use of the space available for body bins. K. Side-by-Side Boom Stow: offers low travel height and easy platform access. L. Chain and Rod Leveling: Platform automatically maintains level during boom articulation by means of a high strength chain and fiberglass rods in the booms to maintain dielectric integrity. Lifetime system requires no major preventative maintenance. Platform level adjustment is easily accessible from external location on lower pivot. M. Platform Tilting System: Removable mechanical pin allows for quick removal of water or debris from the platform. Includes safety chain with quick release. N. The INSULATING UPPER CONTROL SYSTEM includes either a single handle controller OR individual lever controls incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle(s) are green in color to differentiate them from other non-tested controllers. O. Hydraulic System: Open center (full pressure) system operating at 6.5 gpm, with 3,100 psi maximum pressure. P. Diagnostic Pressure Test Ports: are located at the turntable to allow a technician to quickly and easily attach a test gauge to verify system and tool circuit pressure.	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Q. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. R. Structural Warranty: all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic S. Manuals: Two (2) operator and Maintenance/Parts manuals.		
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1	
3.	Elevator Pedestal	1	
4.	Steel Reservoir, 24 gallon capacity, rectangular, 24" L x 12" W x 25" H, and include breather caps and dipsticks.	1	
5.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches.	1	
	Altec Patented ISO-Grip Insulating 3 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.		
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1	
8.	257 - Platform Liner 50 kV - 24 x 24 x 39 Inches (610 x 610 x 991 mm)	1	
9.	233 - Platform Floor Liner - 24 x 24 inches with safety tread (610 x 610 mm)	1	
10.	Hydraulic Tool Circuit at Platform: Two set of quick disconnect couplings provide a maximum of 6.0 gpm at the boom tip for open center tools. Tool system relief pressure set at 2,000 psi.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Start/Stop/Throttle module for 12 volt system	1	
14.	241- Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height.	1	
	A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 Inches depending on chassis frame height C. Outrigger/Unit Selector Valve D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Motion Alarms F. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed		
15.	Hydraulic Outrigger Control Valves	1	
16.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
17.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability Install in black pouch under passenger seat P/N 970158055, Mfg by Hazelwood Industry	1	
18.	Altec Aerial Device Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
19.	HVI-22 Hydraulic Oil (Standard).	35	
20.	Standard Pump For PTO	1	
21.	Hot shift PTO for automatic transmission	1	
<u>Body</u>			
22.	Altec Chip Dump Body 14.5 cubic yard capacity, 93 inches wide x 60 inches high x 132 inches long (2362 x 1524 x 3353 mm) with ladder box and single piece tailgate	1	
	A. Structural Channel stringers and floor channel. B. 12 gauge minimum floor plate. C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs. D. 14 gauge roof. E. Rear top and sides of body reinforced for lower boom support. F. 22-1/2 inches (571 mm) high tailgate, hinged curb side with provision to hold open for dumping. G. 12 gauge minimum rear under body skirt panel. H. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop. I. LED lighting package with wiring harness in automotive type loom. J. Street side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with rear roller and internal security chain. K. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with rear locking door. L. Interior of chip body finished with scratch and corrosion resistant liner M. Underside of chip body undercoated (except stringer channels). N. Painted White		
23.	Altec T-66 Thru Box with curb and street side compartments with the following compartmentation 11447 Compartment interiors to be painted white	1	
	A. Streetside: Single compartment (66 inches long x 50 inches high x 26.5 inches deep) with three (3) vertical doors. Two (2) full width shelves fixed at 11 inches and 25 inches from top. Rubber matting in bottom on left side for chain saw storage. Right side has access to horizontal thru compartment extending to curb side. B. Curbside: Single compartment (41 inches long x 50 inches high x 26.5 inches deep) with two (2) vertical doors. Left side has two (2) full width shelves fixed at 11 inches and 25 inches from top. Right side has six (6) material hooks (3-0-3). Platform mounted behind compartment 12 inches high x 25 inches wide x 26.5 inches deep. Horizontal thru compartment (6 inches high) recessed 12 inches, open to street side with vertical partitions spaced 10 inches, 6 inches and 9 inches wide with drop-down door. Access step to T-box compartment top. C. Standard features: Rivet door locks. Double acting spring type door holders. Door locks are three point twist with lock cylinders. Finish paint Interior		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	compartments the same as exterior. Rain deflectors above all doors.		
D.	Painted White		
<u>Body and Chassis Accessories</u>			
24.	Cab Guard, 140" Long, Expanded Metal, For Behind-the-Cab Mount Pedestal Applications, With Access Stirrup Step And Grab Handle Installed At Curbside Rear, Painted Black	1	
	A. Cab Guard Mounting Kit		
	B. Front Supports For Cab Guard		
25.	Cab Guard Access Ladder With Grab Handle	1	
26.	ICC (Underride Protection) Bumper Installed At Rear	1	
27.	T-100 Style Pintle Hitch (30,000 LB) Mounted 22-23" from ground on unloaded chassis (based on 40" frame height)	1	
28.	Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)	1	
29.	Wood Outrigger Pad, 19" x 19" x 2.25", With Rope Handle	2	
30.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19" x 19" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer, Steel	2	
31.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
32.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
33.	Mud Flaps With Altec Logo (Pair)	1	
34.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	
35.	Triangular Reflector Kit, Shipped Loose	1	
36.	Slope Indicator Assembly For Machine With Outriggers	1	
37.	Soft Vinyl Lanyard Pouch Install Under Passenger Seat	1	
38.	Vinyl manual pouch for storage of all operator and parts manuals	1	
<u>Electrical Accessories</u>			
39.	Install secondary stowage system. Install At Outrigger Controls	1	
40.	Install Start/Stop system.	1	
41.	Install Outrigger Interlock System	1	
42.	Altec Standard Multi-Point Grounding System	5	
43.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
44.	Altec Standard Amber LED Strobe Light With Brush Guard **Strobes to be placed at the front corners of the cab guard. One (1) each side. With branch guards.	2	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
45.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
46.	PTO Hour Meter, Rectangular With 10,000 Hour Display	1	
47.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
48.	Electric Trailer Brake Controller (Tekonesha Voyager #9030)	1	
<u>Finishing Details</u>			
49.	Focus Factory Build	1	
50.	Delivery Of Completed Unit	1	
51.	Powder Coat Unit Altec White	1	
52.	Finish Paint Body And Accessories Altec White	1	
53.	All Interior body compartments to remain primed	1	
54.	Finish Paint Body Compartment Interiors Altec White	1	
55.	Apply Non-Skid Paint (Ferrox) to all walking surfaces	1	
56.	English Safety And Instructional Decals	1	
57.	Vehicle Height Placard - Installed In Cab	1	
58.	Dielectric test unit according to ANSI requirements.	1	
59.	Stability test unit according to ANSI requirements.	1	
60.	DOT Certification Required	1	
61.	Placard, HVI-22 Hydraulic Oil	1	
62.	Installation - LRV60-E70 Aerial Device	1	
<u>Chassis</u>			
63.	Chassis	1	
64.	Customer Supplied Chassis	1	
65.	International 4300 Set Back Axle	1	
66.	Chassis Color - White NAV9036	1	
67.	Chassis Cab To Axle/Trunion Length - 139 inch	1	
68.	Other Chassis Wheelbase Length 207"	1	
69.	GVWR 33,000 LBS	1	
70.	13,000 LBs Front Axle Rating	1	
71.	20,000 LBs Rear Axle Rating	1	
72.	11R22.5 Front Tire	1	



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
73.	11R22.5 Rear Tire	1	
74.	Maxxforce DT	1	
75.	Other HP Rating 230	1	
76.	Allison RDS-3500 Automatic Transmission	1	
77.	07BDA - Navistar Exhaust (Right-Horizontal-Behind Cab-Horizontal). Requires FA Engineering Approval	1	
78.	International Transmission Dipstick Relocated to RH Side Of Transmission (13WGH)	1	
79.	Air Brakes	1	
80.	No Idle Engine Shut-Down Required	1	
81.	4x2 Drivetrain	1	
82.	Conventional Cab	1	
83.	Air Conditioning	1	
84.	AM/FM Radio	1	
<u>Additional Pricing</u>			
85.	Stock Unit	1	
<u>Miscellaneous</u>			
86.	Standard Altec Warranty One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges Limited Lifetime Structural Warranty	1	
Total			87,059.00

Altec Industries, Inc.

BY _____

Travis Evans

Notes:

- 1 Altec Standard Warranty:
One (1) year parts warranty.
One (1) year labor warranty.
Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

F.O.B. - Customer Site

Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

Price does not reflect any local, state or Federal Excise Taxes (F.E.T.). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due Net 30 days after receipt of completed unit.

Interest charge of 1/2% per month to be added for late payment.

Delivery: 210-240 days after receipt of order PROVIDING:

A. Chassis is received a minimum of sixty (60) days before scheduled delivery.

B. Customer approval drawings are returned by requested date.

C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

D. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

This quotation is valid until MAR 21, 2012. After this date, please contact Altec Industries, Inc. for a possible extension.

After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

Please direct all questions to Richard Evans at 601-668-1835



Quote Number: 170503 - 1
Altec, Inc.

December 20, 2011
Our 82nd Year

Andy Parker
601-596-6649

CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG, MS 39403-0000
US

Altec Quotation Number 170503 - 1
Account Manager: Richard Evans
Inside Sales Rep: Travis Evans

Bill To:
CITY OF HATTIESBURG

Altec Sales Order(s):

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model LRV60-E70 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. To include the following features: A. Ground to Bottom of Platform Height: 69.7 feet B. Working Height: 74.7 feet C. Maximum Reach to Edge of Platform with Upper Boom Overcenter: 49.4 feet (at 18.6 feet platform height). D. Maximum Reach to Edge of Platform with Upper Boom Non-Overcenter: 45.7 feet (at 37.6 feet platform height). E. Continuous Rotation F. Platform Capacity: 350 lbs. G. Platform Access to the Ground in both the non-overcenter and overcenter positions with the elevator folded. When the elevator is erected, the platform can access the ground in the overcenter position. H. Lower Boom: Articulation is from 0 to 125 degrees. Insulator provides 15 inches of isolation in the lower boom. The lower boom raise function is hydraulically cushioned for controlled movement at maximum articulation. I. Upper Boom: Articulation is from 0 to 270 degrees. The round filament wound fiberglass section provides a minimum of 14.4 feet of isolation. J. Elevator Section: Articulation is from 0 to 90 degrees. Elevator provides 10 extra feet of direct vertical height to the aerial device when articulated to 90 degrees. The elevator section is mounted parallel with the chassis frame rails providing maximum use of the space available for body bins. K. Side-by-Side Boom Stow: offers low travel height and easy platform access. L. Chain and Rod Leveling: Platform automatically maintains level during boom articulation by means of a high strength chain and fiberglass rods in the booms to maintain dielectric integrity. Lifetime system requires no major preventative maintenance. Platform level adjustment is easily accessible from external location on lower pivot. M. Platform Tilting System: Removable mechanical pin allows for quick removal of water or debris from the platform. Includes safety chain with quick release. N. The INSULATING UPPER CONTROL SYSTEM includes either a single handle controller OR individual lever controls incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle(s) are green in color to differentiate them from other non-tested controllers. O. Hydraulic System: Open center (full pressure) system operating at 6.5 gpm, with 3,100 psi maximum pressure. P. Diagnostic Pressure Test Ports: are located at the turntable to allow a technician to quickly and easily attach a test gauge to verify system and tool circuit pressure.	1	

FILED
DEC 22 2011
By EDDIE R. MYERS DEPUTY CLERK
Deputy Clerk



Quote Number: 170503 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Q. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.		
	R. Structural Warranty: all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic		
	S. Manuals: Two (2) operator and Maintenance/Parts manuals.		
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1	
3.	Elevator Pedestal	1	
4.	Steel Reservoir, 24 gallon capacity, rectangular, 24" L x 12" W x 25" H, and include breather caps and dipsticks.	1	
5.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches. Altec Patented ISO-Grip Insulating 3 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1	
8.	257 - Platform Liner 50 kV - 24 x 24 x 39 inches (610 x 610 x 991 mm)	1	
9.	233 - Platform Floor Liner - 24 x 24 inches with safety tread (610 x 610 mm)	1	
10.	Hydraulic Tool Circuit at Platform: Two set of quick disconnect couplings provide a maximum of 6.0 gpm at the boom tip for open center tools. Tool system relief pressure set at 2,000 psi.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Start/Stop/Throttle module for 12 volt system	1	
14.	241- Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height. A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Motion Alarms F. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1	
15.	Hydraulic Outrigger Control Valves	1	
16.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
17.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability Install in black pouch under passenger seat P/N 970158055, Mfg by Hazelwood Industry	1	
18.	Altec Aerial Device Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
19.	HVI-22 Hydraulic Oil (Standard).	35	
20.	Standard Pump For PTO	1	
21.	Hot shift PTO for automatic transmission	1	
<u>Body</u>			
22.	Altec Chip Dump Body 14.5 cubic yard capacity, 93 inches wide x 60 inches high x 132 inches long (2362 x 1524 x 3353 mm) with ladder box and single piece tailgate	1	
	A. Structural Channel stringers and floor channel.		
	B. 12 gauge minimum floor plate.		
	C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs.		
	D. 14 gauge roof.		
	E. Rear top and sides of body reinforced for lower boom support.		
	F. 22-1/2 inches (571 mm) high tailgate, hinged curb side with provision to hold open for dumping.		
	G. 12 gauge minimum rear under body skirt panel.		
	H. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop.		
	I. LED lighting package with wiring harness in automotive type loom.		
	J. Street side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with rear roller and internal security chain.		
	K. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with rear locking door.		
	L. Interior of chip body finished with scratch and corrosion resistant liner		
	M. Underside of chip body undercoated (except stringer channels).		
	N. Painted White		
23.	Altec T-66 Thru Box with curb and street side compartments with the following compartmentation 11447 Compartment interiors to be painted white	1	
	A. Streetside: Single compartment (66 inches long x 50 inches high x 26.5 inches deep) with three (3) vertical doors. Two (2) full width shelves fixed at 11 inches and 25 inches from top. Rubber matting in bottom on left side for chain saw storage. Right side has access to horizontal thru compartment extending to curb side.		
	B. Curbside: Single compartment (41 inches long x 50 inches high x 26.5 inches deep) with two (2) vertical doors. Left side has two (2) full width shelves fixed at 11 inches and 25 inches from top. Right side has six (6) material hooks (3-0-3). Platform mounted behind compartment 12 inches high x 25 inches wide x 26.5 inches deep. Horizontal thru compartment (6 inches high) recessed 12 inches, open to street side with vertical partitions spaced 10 inches, 6 inches and 9 inches wide with drop-down door. Access step to T-box compartment top.		
	C. Standard features: Rivet door locks. Double acting spring type door holders. Door locks are three point twist with lock cylinders. Finish paint interior		



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	compartments the same as exterior. Rain deflectors above all doors.		
D.	Painted White		

Body and Chassis Accessories

24.	Cab Guard, 140" Long, Expanded Metal, For Behind-the-Cab Mount Pedestal Applications, With Access Stirrup Step And Grab Handle Installed At Curbside Rear, Painted Black	1	
A.	Cab Guard Mounting Kit		
B.	Front Supports For Cab Guard		
25.	Cab Guard Access Ladder With Grab Handle	1	
26.	ICC (Underride Protection) Bumper Installed At Rear	1	
27.	T-100 Style Pintle Hitch (30,000 LB) Mounted 22-23" from ground on unloaded chassis (based on 40" frame height)	1	
28.	Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)	1	
29.	Wood Outrigger Pad, 19" x 19" x 2.25", With Rope Handle	2	
30.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19" x 19" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer, Steel	2	
31.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
32.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
33.	Mud Flaps With Altec Logo (Pair)	1	
34.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	
35.	Triangular Reflector Kit, Shipped Loose	1	
36.	Slope Indicator Assembly For Machine With Outriggers	1	
37.	Soft Vinyl Lanyard Pouch Install Under Passenger Seat	1	
38.	Vinyl manual pouch for storage of all operator and parts manuals	1	

Electrical Accessories

39.	Install secondary stowage system. Install At Outrigger Controls	1	
40.	Install Start/Stop system.	1	
41.	Install Outrigger Interlock System	1	
42.	Altec Standard Multi-Point Grounding System	5	
43.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
44.	Altec Standard Amber LED Strobe Light With Brush Guard **Strobes to be placed at the front corners of the cab guard. One (1) each side. With branch guards.	2	



Quote Number: 170503 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
45.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
46.	PTO Hour Meter, Rectangular With 10,000 Hour Display	1	
47.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
48.	Electric Traller Brake Controller (Tekonesha Voyager #9030)	1	

Finishing Details

49.	Focus Factory Build	1	
50.	Delivery Of Completed Unit	1	
51.	Powder Coat Unit Altec White	1	
52.	Finish Paint Body And Accessories Altec White	1	
53.	All interior body compartments to remain primed	1	
54.	Finish Paint Body Compartment Interiors Altec White	1	
55.	Apply Non-Skid Paint (Ferrox) to all walking surfaces	1	
56.	English Safety And Instructional Decals	1	
57.	Vehicle Height Placard - Installed In Cab	1	
58.	Dielectric test unit according to ANSI requirements.	1	
59.	Stability test unit according to ANSI requirements.	1	
60.	DOT Certification Required	1	
61.	Placard, HVI-22 Hydraulic Oil	1	
62.	Installation - LRV60-E70 Aerial Device	1	

Chassis

63.	Chassis	1	
64.	Altec Supplied Chassis	1	
65.	International 4300 Set Back Axle	1	
66.	Chassis Color - White NAV9036	1	
67.	Chassis Cab To Axle/Trunion Length - 139 inch	1	
68.	Other Chassis Wheelbase Length 207"	1	
69.	GVWR 33,000 LBS	1	
70.	13,000 LBs Front Axle Rating	1	
71.	20,000 LBs Rear Axle Rating	1	
72.	11R22.5 Front Tire	1	



Quote Number: 170503 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
73.	11R22.5 Rear Tire	1	
74.	Maxxforce DT	1	
75.	Other HP Rating 230	1	
76.	Allison RDS-3500 Automatic Transmission	1	
77.	07BDA - Navistar Exhaust (Right-Horizontal-Behind Cab-Horizontal). Requires FA Engineering Approval	1	
78.	International Transmission Dipstick Relocated to RH Side Of Transmission (13WGH)	1	
79.	Air Brakes	1	
80.	No Idle Engine Shut-Down Required	1	
81.	4x2 Drivetrain	1	
82.	Conventional Cab	1	
83.	Air Conditioning	1	
84.	AM/FM Radio	1	
<u>Additional Pricing</u>			
85.	Stock Unit	1	
<u>Miscellaneous</u>			
86.	Standard Altec Warranty One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges Limited Lifetime Structural Warranty	1	
Total			154,533.00

Altec Industries, Inc.

BY

Travis Evans

Notes:

1

Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

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Warranty on structural integrity of the following major components is to be warranted for so long as the Initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

F.O.B. - Customer Site

Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due Net 30 days after receipt of completed unit.

Interest charge of 1/2% per month to be added for late payment.

Delivery: 210-240 days after receipt of order PROVIDING:

A. Chassis is received a minimum of sixty (60) days before scheduled delivery.

B. Customer approval drawings are returned by requested date.

C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

D. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

This quotation is valid until MAR 21, 2012. After this date, please contact Altec Industries, Inc. for a possible extension.

After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

Please direct all questions to Richard Evans at 601-668-1835

Prepared For:
Altec Industries *

31 Inverness Center Pkwy. Ste. 360
Birmingham, AL 35242-4875
(205)323 - 8751
Reference ID: Stock LRV60/E70

Presented By:
Southland International Trucks, Inc.
Ross M OMalley
200 Ormoor Blvd.
Homewood AL 35209 -
(205)942-6226

Model Profile
2013 4300 SBA 4X2 (MA025)

APPLICATION: Utility/Service (Other)
MISSION: Requested GVWR: 33000. Calc. GVWR: 33000
Calc. Start / Grade Ability: 42.40% / 2.09% @ 55 MPH
Calc. Geared Speed: 69.3 MPH
7.26 MPG @ 55 MPH
FUEL ECONOMY: Wheelbase: 207.00, CA: 139.90, Axle to Frame: 114.00
DIMENSION: (MaxxForce DT) EPA 10, 245 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM
ENGINE, DIESEL: Governed Speed
TRANSMISSION, AUTOMATIC: (Allison 3500_RDS_P) 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive;
On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW
& GCW Max
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: (Meritor MFS-13-143A) Wide Track, I-Beam Type, 13,000-lb Capacity
AXLE, REAR, SINGLE: (Meritor RS-21-160) Single Reduction, 20,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.43
CAB: Conventional
TIRE, FRONT: (2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range H, 16 ply
TIRE, REAR: (4) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE: Vari-Rate; 23,500-lb Capacity; With 4500 lb Auxiliary Rubber Spring
PAINT: Cab schematic 100GA
Location 1: 9036, Cool Gray Light (Std)
Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications
2013 4300 SBA 4X2 (MA025)**

December 19, 2011

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
MA02500	Base Chassis, Model 4300 SBA 4X2 with 207.00 Wheelbase, 139.90 CA, and 114.00 Axle to Frame.	6329/2791	9120
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL	23/491	514
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	0/0	0
1SAL	CROSSMEMBER, REAR, AF (01)	0/20	20
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)	0/0	0
2ATG	AXLE, FRONT NON-DRIVING {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,000-lb Capacity <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	41/0	41
3770	SPRINGS, FRONT AUXILIARY Rubber	10/0	10
3AGS	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 13,000-lb Capacity; With Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	112/0	112
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 <u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.	100/30	130

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	9/21	30
4EBS	AIR DRYER {Bendix AD-9} With Heater	23/4	27
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab		
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	0/0	0
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	0/6	6
	<u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.		
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	0/0	0
	<u>Notes</u> : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/27	27
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	46/-1	45
5708	STEERING COLUMN Tilting	10/0	10
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
5PSM	STEERING GEAR {Sheppard HD94} Power	-7/4	-3
7BDA	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of Cab, Includes Horizontal Tail Pipe	0/0	0
	<u>Includes</u> : NOTE: The Horizontal Tailpipe Includes a Temperature Control Device		
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery		

INTERNATIONAL®**Vehicle Specifications
2013 4300 SBA 4X2 (MA026)**

December 19, 2011

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8540	HORN, ELECTRIC (2)	2/0	2
8GHC	ALTERNATOR {Leece-Neville LBP2203H} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mounted	-11/1	-10
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total	11/4	15
8RJV	RADIO {International} AM/FM Stereo With Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	3/0	3
	<u>Includes</u>		
	: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior		
	: SPEAKERS IN CAB (4) Coaxial with Premium Interior		
8TMG	TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, Wired for Turn Signals Combined With Stop, Compatible With Trailers That Use Combined Stop, Tail, Turn Lamps	7/0	7
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	2/0	2
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
9HAD	GRILLE Chrome	0/0	0
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u>		
	: PAINT SCHEMATIC ID LETTERS "GA"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-65/-10	-75
12NUN	ENGINE, DIESEL {MaxxForce DT} EPA 10, 245 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed	52/2	54
	<u>Includes</u>		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-In-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES		
	<u>Notes</u> : Recommend Code 12THT when using front mount obstructions (winches, cones, reels, etc.) that restrict air flow through the radiator.		
12THT	FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	25/0	25
	<u>Includes</u> : FAN Nylon		
	<u>Notes</u> : Recommend Code 12THT when using front mount obstructions (winches, cones, reels, etc.) that restrict air flow through the radiator.		
12UBK	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, With 302 SqIn CAC, With 369 SqIn LTR, Includes In-Tank Transmission Oil Cooler	138/-10	128
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12UXG	FEDERAL EMISSIONS for 2010; MaxxForce DT Engines	0/0	0
12VBR	AIR CLEANER With Service Protection Element	0/0	0
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines	0/0	0
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	14/-1	13
12WTH	BLOCK HEATER, ENGINE (Phillips) 120 Volt/1250 Watt; With "Y" Cord From Socket In Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan, for I6	4/0	4
	<u>Includes</u>		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
	<u>Notes</u> : MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.		
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations	0/0	0
13AJN	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	189/62	251
	<u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan		
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYL	SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	0/0	0
14ATY	AXLE, REAR, SINGLE {Meritor RS-21-160} Single Reduction, 20,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.43	0/340	340
	<u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/66	66
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
15LKG	FUEL/WATER SEPARATOR With Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	5/0	5
15SGJ	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, With Quick Connect Outlet, Mounted Left Side, Under Cab	0/0	0
16030	CAB Conventional	0/0	0
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted		

INTERNATIONAL®**Vehicle Specifications**
2013 4300 SBA 4X2 (MA025)

December 19, 2011

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color		
16HBA	GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	0/0	0
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JDY	SEAT, DRIVER {Gra-Mag} Non-Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	39/12	51
16PHJ	SEAT, TWO-MAN PASSENGER {Gra-Mag} Fixed Back, Two Integral Headrest, Vinyl, Less Under Seat Storage Compartment <u>Includes</u> : SEAT BELT (2) One 3-Point Shoulder Belt and One 2-Point Lap Belt (Center Position)	53/33	86
16SDJ	MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Black Heads, Brackets & Arms	2/0	2
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	66/5	71
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16WRX	CAB INTERIOR TRIM Deluxe <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section	0/0	0

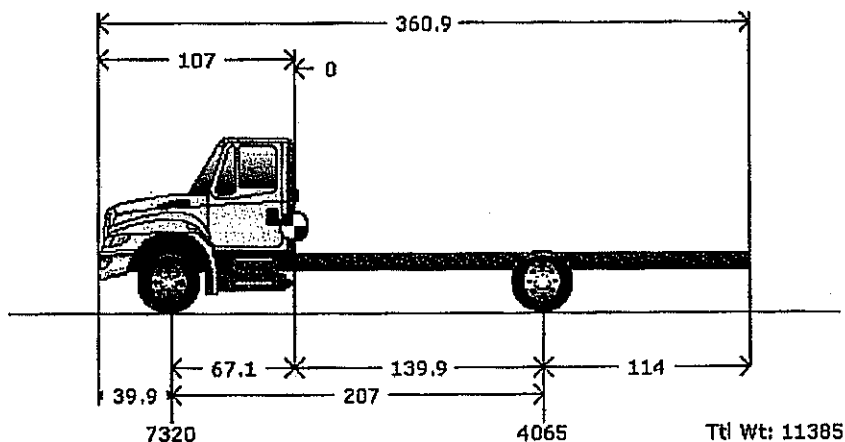
INTERNATIONAL®

Vehicle Specifications
2013 4300 SBA 4X2 (MA025)

December 19, 2011

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
27DMA	WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs <u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5	4/0	4
28DMA	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs <u>Includes</u> : PAINT IDENTITY, REAR WHEELS White <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5	0/24	24
7372138102	(4) TIRE, REAR 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply	0/144	144
7382138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range H, 16 ply	66/0	66
	Total Component Weight:	7320/4065	11385
	*	0/0	0
	Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	39.9	Body Length	(BL)	N/A	Tractor Front Axle:	7,320
Wheelbase	(WB)	207.00				Tractor Rear Axle:	4,065
Axle to Frame	(AF)	114.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	139.9					
Usable CA		139.9					
CA Reduction Adjustment		0					
Fuel (Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	0						

Loads	
Payload Weight:	0
Driver:	0
Fuel(lbs):	0

Weight Distribution	
Total Front Axle:	7,320
Total Rear Axle:	4,065
Total Weight:	11,385

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<u>Chassis Weight</u>			
Chassis Weight:	7,320	4,065	11,385
Fuel:	0	0	0
(Curb Weight):	7,320	4,065	11,385

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	7,320	4,065	11,385

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	13,000	20,000
Tire(tire capacity)	13,220	24,700
Suspension(suspension capacity)	13,000	23,500
Spring:	0	
Fed Bridge Law (axle spread):	20,000	20,000
<u>Wheel Combination</u>	<u>Load</u>	<u>Limit</u>
1 - 2	11,385	47,000

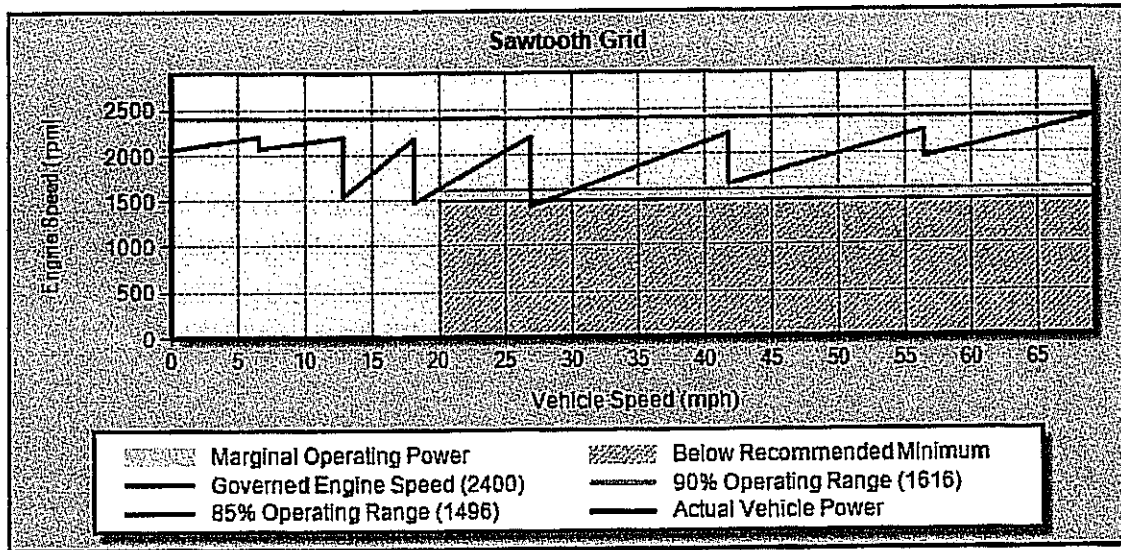
Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 33,000 - Gross Vehicle Weight(GVW) 11,385 = 21,615 Reserves

Weight Summary

* Distributed weights are within capacity limits

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	4.59	0.0	2062.5	6.5	2206.1	N/A	60	49	
2C	2.26	6.5	2072.2	12.8	2196.1	N/A	60	49	
2L	2.26	12.8	1545.8	18.1	2180.9	N/A	60	49	
3L	1.53	18.1	1476.5	26.9	2194.0	N/A	60	49	
4L	1.00	26.9	1434.0	41.8	2225.0	N/A	60	49	
5L	0.75	41.8	1668.8	56.4	2253.8	N/A	60	49	
6L	0.65	56.4	1953.3	69.3	2400.0	N/A	60	49	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	69.5	2408	4.83	0.00	
HI GEAR SPEED @ RATED RPM	6L	69.3	2400	4.85	0.14	
55.0 MPH STEADY-STATE	6L	55.0	1904	7.26	2.09	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "——", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : 0.90 GALS/HR @ 800 RPM

TORQUE CONVERTER: TC-413 STALL RATIO: 2.44

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	6.05	8.00	6.75	
AVERAGE MPH	18.86	39.72	54.59	
MISSION MINUTES	30.0	52.1	173.4	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
						Msg
1C	4.59	0.0	2062.5	0.0	42.40	@ STALL
		3.5	2078.5	123.0	42.40	@ 70% EFF
		4.7	2118.1	164.4	42.40	@ 80% EFF
		6.5	2206.1	184.8	33.40	
2C	2.26	6.5	2072.2	144.5	25.40	
		12.8	2196.1	186.1	15.90	
2L	2.26	12.8	1545.8	171.2	14.60	
		18.1	2180.9	212.9	12.70	
3L	1.53	18.1	1476.5	163.6	9.50	
		26.9	2194.0	212.5	8.00	
4L	1.00	26.9	1434.0	157.9	5.70	
		41.8	2225.0	207.2	4.20	
5L	0.75	41.8	1688.8	179.5	3.50	
		56.4	2253.8	198.9	2.00	
6L	0.65	56.4	1953.3	199.0	2.00	
		64.4	2231.3	194.4	1.00	
		67.3	2331.3	183.2	0.50	
		69.3	2400.0	174.4	0.10	RATED RPM
		69.5	2407.8	166.4	0.00	LEVEL ROAD

STARTING / TOP GEAR PERFORMANCE

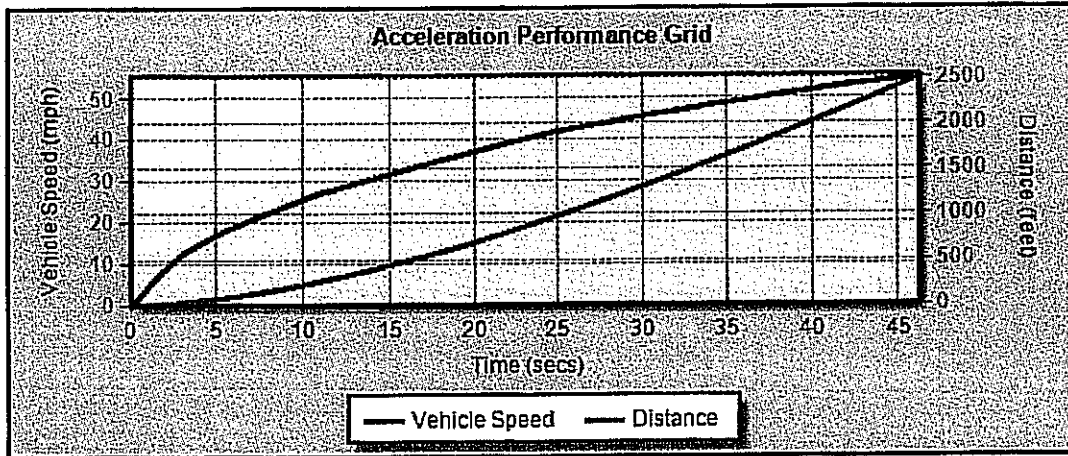
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
						Msg
1C	4.59	0.0		0.0	42.40	@ STALL
		4.7		164.4	42.40	@ 80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A 0.00% GRADE TO 55.0 (MPH) IS 46.37 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1	0.27	0.2	1.0	
	0.54	0.8	2.0	
	0.76	1.6	3.0	
	0.96	2.6	4.0	
	1.17	4.0	5.0	
	1.39	5.8	6.0	
2	1.50	6.8	6.5	
	1.76	9.5	7.5	
	2.01	12.4	8.5	
	2.25	15.6	9.5	
	2.51	19.4	10.5	
	2.80	24.0	11.5	
3	3.10	29.3	12.5	
	3.21	31.5	12.8	
	3.65	40.0	13.8	
	4.08	49.1	14.8	
	4.52	59.0	15.8	
	4.97	69.8	16.8	
4	5.45	81.8	17.8	
	5.59	85.5	18.1	
	6.16	101.1	19.1	
	6.73	117.6	20.1	
	7.30	134.9	21.1	
	7.88	153.2	22.1	
5	8.46	172.5	23.1	
	9.05	192.9	24.1	
	9.66	214.7	25.1	
	10.29	238.4	26.1	
	10.82	259.2	26.9	
	11.70	294.4	27.9	
	12.58	331.1	28.9	
	13.46	369.2	29.9	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
6	14.35	408.9	30.9	
	15.24	450.1	31.9	
	16.14	492.9	32.9	
	17.05	537.3	33.9	
	17.96	583.5	34.9	
	18.89	631.9	35.9	
	19.84	682.4	36.9	
	20.80	735.3	37.9	
	21.80	791.5	38.9	
	22.84	851.8	39.9	
	23.93	916.4	40.9	
	24.91	975.8	41.8	
	26.31	1062.4	42.8	
	27.73	1152.2	43.8	
	29.16	1245.3	44.8	
	30.61	1342.0	45.8	
	32.10	1442.8	46.8	
	33.62	1548.0	47.8	
	35.17	1658.0	48.8	
	36.76	1772.9	49.8	
	38.40	1894.0	50.8	
	40.12	2023.4	51.8	
	41.94	2162.4	52.8	
	43.86	2312.3	53.8	
	45.89	2474.6	54.8	
	46.37	2512.9	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	6.43
Vehicle Vocation:	GENERAL ON HIGHWAY
Road Surface Type:	TYPICAL
Enroute PTO:	NO
Transmission Mode:	Performance
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
ID Wheel Slip Conditions:	Yes
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Road Governor/Cruise Ctrl:	No
Acceleration Grade (%):	0.0
Alternator (A):	40
Frontal Area (FT ²):	96
Air Compressor (HP):	2.20
Vehicle Height (IN):	144
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Weight on Drive Axle (LBF):	20000
Acceleration Vehicle Spd (MPH):	55.0
Speed Limit on Route (MPH):	61.0
Vehicle Width (IN):	96
Relative Drag Coefficient:	85
TIRE, FRONT	2 - RADIAL NORMAL
TIRE, REAR	4 - RADIAL NORMAL

Components

0002ATG	AXLE, FRONT NON-DRIVING {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,000-lb Capacity
0004SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity
0005PSM	STEERING GEAR {Sheppard HD94} Power
0008GHC	ALTERNATOR {Leece-Neville LBP2203H} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mounted
0012NUN	ENGINE, DIESEL {MaxxForce DT} EPA 10, 245 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed
0012THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
0013AJN	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
0014ATY	AXLE, REAR, SINGLE {Meritor RS-21-160} Single Reduction, 20,000-lb Capacity, 200 Wheel Ends
0016030	CAB Conventional
0016WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
07372138102	TIRE, REAR 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
07382138107	TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range H, 16 ply 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range H, 16 ply

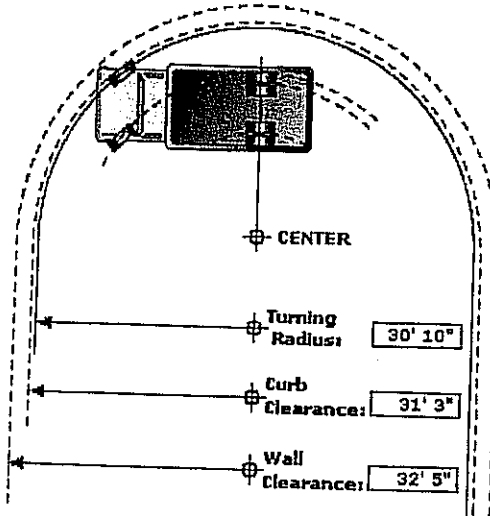
TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Turning Radius Summary

2013 4300 SBA 4X2 (MA025)

December 19, 2011



Series: 4000
 Model: MA025
 Description: 4300 SBA 4X2
 Model Year: 2013

Calculation Factors

Wheelbase: 207
 Front Axle: 0002ATG
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,000-lb Capacity
 Front Wheel: 0027DMA
 Description: WHEELS, FRONT, DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
 Front Tire: 07382138107
 Description: TIRES, 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range H, 16 ply
 Steering Gear: 0005PSM
 Description: STEERING GEAR, {Sheppard HD94} Power

Turning Radius Statistics

General Information

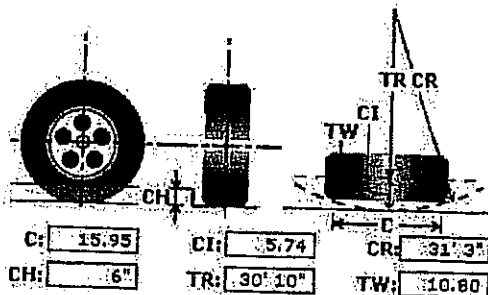
Inside Turn Angle: 45 Degrees
 Radial Overhang: 19

Axle Information

KingPin Inclination: 6.25 Degrees
 KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 15.95
 CI - Curb Clearance Increment: 5.74
 CR - Curb Clearance Radius: 31'3"
 CH - Curb Height: 6"
 TR - Turning Radius: 30'10"
 TW - Tire Width: 10.80



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



City of Hattiesburg, MS

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

Master

File Number: 2012-0448

File ID: 2012-0448

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/23

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 Checks Supporting Docs

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0448

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: January 10, 2012

The following request for payment is being submitted for approval during the City Council's January 17, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Waste Management
Activity:	Rehabilitation
Program:	HOME
Project Site:	314 E Scooba St.
Amount Requested:	\$261.40
Purpose of Request:	Dumpster use, haul & disposal – 12/1 – 12/19/11
Work Provided by:	Waste Management



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

INVOICE

Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 01/01/2012
Invoice Number: 2093726-0377-6
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

Page 1 of 3

Total Current Charges Total Amount Due

721.40

846.40

Account Summary

Description

Previous Balance	707.95
Total Credits and Adjustments	0.00
Total Payments Received	582.95-
Total Current Charges	721.40
Total Amount Due	846.40
Total Amount Past Due	125.00

Please pay total amount due. Thank you for your business.

Service Period: DEC SERVICES

Description	Amount
Roll-Off	721.40
Total Current Charges	721.40

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

FOR PROMPT AND ACCURATE POSTING OF YOUR PAYMENT, PLEASE SEND IT AND THE COUPON BELOW, TO OUR LOUISVILLE "REMIT TO" ADDRESS. SENDING YOUR PAYMENT TO OUR LOCAL OFFICE WILL DELAY POSTING TO YOUR ACCOUNT BY 10 TO 15 BUSINESS DAYS. THANK YOU!

01-09-12A11:44 RCVD

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
721.40	125.00	0.00	0.00	0.00	846.40



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

Learn how we Think Green at
www.wm.com/thinkgreen

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number

377-0006781-0377-1

Pay your WM bill online at
www.wm.com. To pay by
phone, call 866-964-2729.

Invoice Date

01/01/2012

Your Invoice Number

2093726-0377-6

Due Date

Upon Receipt

Total Due

846.40

Amount Paid

[Signature] 1/10/12

03773770006781020937260000007214000000084640 2

0012431 01 AB 0.368 **AUTO TO 0 4504 39403-189898 -C01-I 12154073



CITY OF HATTIESBURG
PO BOX 1898
ATTN FEDERAL AND STATE PROGRAMS
HATTIESBURG MS 39403-1898



Waste Management of
MS - Pinebelt
PO BOX 9001054
LOUISVILLE KY 40290-1054

From everyday collection to environmental protection,
Think Green. Think Waste Management.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Printed on
recycled paper.

000078820903009

0012431-00000001-0025258



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803

Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 01/01/2012
Invoice Number: 2093726-0377-6
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

Service Location: 377-7846 Maury, Margaret (T): 314 E Scooba St: Hattiesburg Ms 39401-6460						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
12/19/11	M53575	Container usage fee daily 30O:12/01-12/19/11	1.00			95.00
		Ticket Total				95.00
12/19/11	985678	30 Yd rolloff Haul 30yd c&d Disposal per ton No min dspl	1.00 6.90			125.00 41.40
		Ticket Total				166.40
Total charges for service location						261.40

Service Location: 377-7876 City Of Hattiesburg (T): 714 Woodland Court: Hattiesburg Ms 39401						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
12/06/11	981268	30 Yd rolloff Haul 30yd Disposal per yard	1.00 30.00			125.00 180.00
		Ticket Total				305.00
12/31/11	M53579	Container usage fee daily 30O:12/01-12/31/11	1.00			155.00
		Ticket Total				155.00
Total charges for service location						460.00
Total Current Charges						721.40

Payments Received Detail	
Payment - thank you	582.95-
Total Payments Received	582.95-



City of Hattiesburg, MS

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

Master

File Number: 2012-0447

File ID: 2012-0447

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB 2012-1/23

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
Checks Supporting Docs

Enactment Number:

Contact:

Meeting Date: 01/17/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012					

Text of Legislative File 2012-0447

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: January 10, 2012

The following request for payment is being submitted for approval during the City Council's January 17, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: **FGH – Pine Grove Behavioral Health**
Activity: Public Services
Program: CDBG
Project Site: 2525 Broadway Dr.
Amount Requested: **\$202.06**
Purpose of Request: Draw #8
Work Provided by: Pine Grove Behavioral Health

Recipient: **United Way of Southeast MS**
Activity: Public Services
Program: CDBG
Project Site: 210 W Front St.
Amount Requested: **\$3,365.32**
Purpose of Request: Draw #5
Work Provided by: United Way's Friends for Financial Freedom

Recipient: **Endom Trailer**
Activity: Reconstruction
Program: CDBG
Project Site: 620 Poplar Row Alley
Amount Requested: **\$100.00**
Purpose of Request: Storage container rental
Work Provided by: Endom Trailer

Recipient: **Pinebelt Community Services**
Activity: Public Services – Community Garden
Program: CDBG
Project Site: 1101 N Main St.
Amount Requested: **\$5,000.00**
Purpose of Request: Draw #1
Work Provided by: Pinebelt Community Services

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Housing Alternatives in Hattiesburg

Emergency Repair

CDBG

211 Taylor Ave

\$8,866.10

Draw #1

Housing Alternatives via contractors & partnerships

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Waste Management

Rehabilitation

CDBG

714 Woodland Ct.

\$460.00

Dumpster use, haul, & disposal – 12/01 – 12/31/11

Waste Management

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Mary Breland

Reconstruction

CDBG

620 Poplar Row Alley

\$650.00

Temporary Relocation – 1/21/12 – 2/20/12

n/a

PINE GROVE
BEHAVIORAL HEALTH & ADDICTION SERVICES

PINE GROVE VILLAGE/PINE GROVE GREEN MEADOWS CDBG
REQUEST FOR MEDICATIONS, CLINIC VISITS & SUPPLIES DRAW DOWN

REQUEST NUMBER 8

DATE: DECEMBER 28, 2011

Medication total	\$202.06
Clinic visit total	0.0
Supply total	0.0
Total this request	\$202.06
Total previous requests	\$12,070.03
Total year to date request	\$12,272.09
Total remaining from CDBG allocation	\$2,727.91

NOTE: This is the last request for 2011 CDBG draws and only for medications that were purchased after the last due date of 12/12/11 but before the end of the year. There are no clinic visits or supplies for this last request.

Respectfully submitted


Anthony Dorsey RNC MSN
Director


1/10/12

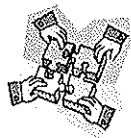
PINE GROVE VILLAGE/GREEN MEADOWS' MEDICATIONS

PH	MEDICATIONS	RESIDENT	DATE	QUANTITY	BUDGET	COMMENTS
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	5/10,12/11	245.98	7,000.00	XXXXXXXXXXXXXXXXXXXX
	3 meds	JD	5/11/11	32.25	6,754.02	PGV
	5 meds	WCB	5/16/11	375.10	6,721.77	PGV
	1 med	JD	5/17/11	10.43	6,346.67	PGV
	2 meds	HP	3/30/11	53.54	6,336.24	PGV
	3 meds	JD	3/17/11	26.00	6,282.70	PGV
	3 meds	CW	3/21/11	6.87	6,256.70	PGV
	1 med	WCB	3/22/11	6.55	6,249.83	PGV
	1 med	WCB	6/10/11	32.25	6,243.28	PGV
	5 meds	WCB	7/5/11	130.85	6,211.03	PGV
	11 meds	C.W.	7/11/11	250.00	6,080.18	PGV
	4 meds	C.S.	7/21/11	12.15	5,830.18	PGGM
	2 meds	WCB	8/8/11	5.33	5,818.18	PGV
	1 med	WCB	8/2/11	10.61	5,812.85	PGV
	2 meds	LAD	7/19/11	18.21	5,802.24	PGV
	2 meds	PDM	7/29/11	75.51	5,784.03	PGGM
	7 meds	GT	8/18/11	5.49	5,708.52	PGGM
	1 med	BND	8/18/11	71.23	5,703.03	PGGM
	3 meds	DY	8/18/11	14.03	5,631.80	PGGM
	2 meds	TRH	9/16/11	11.00	5,617.77	PGGM
	2 meds	CWC	9/20/11	125.92	5,606.77	PGV
	1 med	JD	9/13/11	61.44	5,480.85	PGV
	1 med	DSC	6/21/11	12.39	5,419.41	PGV
	1 med	WCB	9/7/11	82.08	5,407.02	PGV
	3 meds	JD	9/8/11	10.32	5,324.94	PGV
	1 med	TB	9/8/11	18.09	5,314.62	PGV
	2 meds	HBP	9/2/11	107.23	5,296.53	PGV
	8 meds	CW	8/30/11	7.23	5,189.30	PGV
	1 med	PDM	8/18/11	7.56	5,182.07	PGGM
	1 med	MB			5,174.51	PGGM

PINE GROVE VILLAGE/GREEN MEADOWS' MEDICATIONS

DATE	MEDICATIONS	RESPENT	DATE	AMOUNTS	BUDGE	COMMENTS
	XXXXXX	XXXXXX	XXXXXX	XXXXXX	5,174.51	XXXXXX
	2 meds	SC	9/30/11	26.54	5,147.97	PGV
	8 meds	CW	10/3/11	115.97	5,032.00	PGV
	6 meds	TB	9/30/11	51.07	4,980.93	PGV
	3 meds	MW	11/7/11	25.34	4,955.59	PGV
	5 meds	LAD	11/3/11	40.81	4,914.78	PGV
	1 med	KET	11/3/11	6.50	4,908.28	PGV
	4 meds	KET	10/24/11	31.44	4,876.84	PGV
	2 meds	KBS	10/24/11	18.90	4,857.94	PGV
	1 med	DSC	10/17/11	7.13	4,850.81	PGV
	5 meds	JD	10/12/11	37.75	4,813.06	PGV
	1 med	JD	10/31/11	33.98	4,779.08	PGV
	7 meds	TB	10/24/11	56.72	4,722.36	PGV
	2 meds	CW	10/10/11	16.33	4,706.03	PGV
	2 meds	VJD	11/23/11	20.12	4,685.91	PGV
	2 meds	EMG	12/7/11	15.70	4,670.21	PGV
	2 meds	EMG	11/30/11	46.42	4,623.79	PGV
	1 med	WBM	11/21/11	6.79	4,617.00	PGV
	1 med	WBM	11/15/11	5.88	4,611.12	PGV
	2 meds	EMG	11/17/11	17.47	4,593.65	PGV
	2 meds	RJ	11/15/11	15.28	4,578.37	PGV
	4 meds	TS	11/17/11	148.25	4,430.12	PGV
	1 med	WBM	12/20/11	6.79	4,423.33	PGV
	3 meds	EMG	12/16/11	84.78	4,338.55	PGV
	4 meds	KBS	12/16/11	43.14	4,295.41	PGV
	3 meds	VJD	12/13/11	24.93	4,270.48	PGV
	3 meds	CEH	12/14/11	32.24	4,238.24	PGV
	1 med	KET	12/8/11	10.18	4,228.06	PGV
					4,228.06	
					4,228.06	

87400
This
Draw
AE



Friends for Financial Freedom

210 West Front Street
PO Box 1648
Hattiesburg, MS 39403-1648
(601) 450-4622
financialfreedom.swiggum@gmail.com

2011 Progress Report – November & December 2011

Program Indicators	
Activity Description	Explanation
Major Activities and accomplishments	Friends for Financial Freedom is a non-profit United Way of Southeast Mississippi sponsored initiative dedicated to building a continuum of services that encourages and supports prosperity for our most financially challenged citizens. We offer services that provide families the means to become self-sufficient and improve their quality of life. We believe asset development is an important strategy to help low-income families enter the economic mainstream and become more vital community members. Education – our financial literacy program, RealCents Money Management was offered monthly with the exception of July & December. During the reporting months 10 low to moderate income Hattiesburg families participated in the RealCents Money Management class. Advice – provide additional case management services to those who have graduated from the financial literacy program. Those actively involved with case management services is 25. Opportunity – those participants who are involved with case management services are encouraged to set and achieve goals that allow them to join the IDA program. At present we have 3 families who are actively saving in the Friends for Financial Freedom IDA Program.
Problems	Our current economy has a direct impact on a family's ability to save when simply making ends meet is a daily struggle. In 2011 a total of 145 people participated in the RealCents Money Management classes and 30% of those participants earn less than \$1000 per month.
Significant Findings and Events	Tina Ulmer was hired in August as the program case manager. Tina has filled a significant role with the program as our services and class sizes are rapidly increasing.
Dissemination Activities	Class averages 10 participants and each participant is encouraged to meet with the program case manager to design an individualized budget, and explore asset building opportunities. We continue to work closely with our communities VITA (Volunteer Income Tax Assistance) Sites, offering small group workshops and distributing information on the Friends for Financial Freedom program.
Other Activities	Partnering with local financial institutions, social service organizations and residential facilities to offer the RealCents Money Management classes. Involved with the Hattiesburg Mayor's Financial Education Initiative, and the FDIC's state-wide Asset Building and Financial Education Committee. In December we partnered with The First Bank and the Mayor's Financial Education Initiative to offer a one-hour session on budgeting and provided free Credit Report/Scores to those who participated. The event was well received with 12 people in attendance.
Program Outcomes	In 2011 we have served a total of 145 people through our RealCents Money Management classes. We have averaged 10 active case management clients throughout the year. Our program growth is evident as we are now partnering with two financial institutions to offer the RealCents Money Management classes in outside the Hattiesburg area. We continue to focus our efforts on building a strong, working Advisory Board and acquiring funding.

Leading people on the path out of poverty and into prosperity

Program Sponsor



29-11A11:40 RCVD

United Way of Southeast Mississippi - Friends for Financial Freedom									
Community Development Block Grant - February 8, 2011 to December 31, 2011									
Reimbursement Request: November & December 2011 Number of Hattiesburg residents served 37 (low to moderate income families)									
2011 CDBG Year End Close-out									
REQUEST FOR REIMBURSEMENT BY LINE ITEM									
BUDGET ALLOCATION	GRANT AWARD	Feb & March	April & May	June, July & August	September & October	November & December	Year-to-Date Reimbursement	Amount Remaining	
SUPPLIES									
CLIENT CASE FILES	\$ 375.00	\$ 150.00		\$ 152.25	\$ 214.70		\$ 516.95	\$ (141.95)	
COPIER SUPPLIES	\$ 1,000.00	\$ -	\$ 360.00				\$ 360.00	\$ 640.00	
PRINTER SUPPLIES	\$ 1,000.00	\$ -	\$ 830.28		\$ 218.00		\$ 1,048.28	\$ (48.28)	
PAPER/FLYER SUPPLIES	\$ 625.00	\$ 184.76		\$ 461.15		\$ 449.56	\$ 1,095.47	\$ (470.47)	
Category Total	\$ 3,000.00						\$ (20.70)		
TRAINING/CERTIFICATION/CONTINUING EDUCATION									
REGISTRATION	\$ 500.00	\$ -					\$ 500.00		
MILEAGE	\$ 100.00	\$ -					\$ 100.00		
PER DIEM	\$ 250.00	\$ -			\$ 80.04		\$ 80.04	\$ 169.96	
LODGING	\$ 300.00	\$ -					\$ 300.00		
Category Total	\$ 1,150.00						\$ 1,069.96		
FINANCIAL EDUCATION/COURSES									
CURRICULUM	\$ 750.00	\$ 90.00	\$ 100.00		\$ 107.89	\$ 903.00	\$ 1,200.89	\$ (450.89)	
TAKE HOME MATERIALS	\$ 375.00	\$ 90.00	\$ 240.00				\$ 330.00	\$ 45.00	
GRADUATION MATERIALS	\$ 375.00	\$ 90.00	\$ 40.00	\$ 108.05		\$ 163.64	\$ 401.69	\$ (26.69)	
PHASE II CURRICULUM	\$ 400.00	\$ -	\$ 268.00			\$ 117.12	\$ 385.12	\$ 14.88	
IDA EDUCATION/TRAINING/CREDIT SCORE REQUEST	\$ 700.00			\$ 611.78			\$ 611.78	\$ 88.22	
TRAVEL EXPENSES - CLASSES AND CASE MANAGEMENT	\$ 700.00	\$ 81.00	\$ 9.00		\$ 189.25		\$ 279.25	\$ 420.75	
INSTRUCTOR MATERIALS	\$ 350.00				\$ 350.00	\$ 1,732.00	\$ 2,082.00	\$ (1,732.00)	
INSTRUCTOR STIPEND (\$100 MAXIMUM PER COURSE)	\$ 2,200.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00		\$ 700.00	\$ 1,500.00	
Category Total	\$ 5,850.00						\$ (140.73)		
TOTAL	\$ 10,000.00	\$ 785.76	\$ 2,047.28	\$ 1,533.23	\$ 1,359.88	\$ 3,365.32	\$ 9,091.47	\$ 908.53	
NOTES									
\$449.56 Paper/Flyers - Fans purchased in cooperation with the EITC/VITA programs -									
Maxine Coleman									
\$1,732 Instructor Materials - computer and printer purchased for in-class credit									
checks and setup of budgeting sessions.									

Handwritten signature
1/10/12

1170

UNITED WAY OF SOUTHEAST MISSISSIPPI

FRIENDS FOR FINANCIAL FREEDOM

PO BOX 1648

HATTIESBURG, MS 39403-1648

BANCORPSOUTH

85-127-842

12/28/2011

PAY TO THE ORDER OF Geiger Midsouth

**449.56

Four Hundred Forty-Nine and 56/100*****

\$

DOLLARS

Geiger Midsouth

P.O. Box 712144

Cincinnati, OH 45271-2144

MEMO Inv#6432401



AUTHORIZED SIGNATURE

⑈001170⑈ ⑈084201278⑈ 72106768⑈

UNITED WAY OF SOUTHEAST MISSISSIPPI

Geiger Midsouth

12/28/2011

1170

6750 · Friends For Financial Freedom:67 (1,000) Hand Held Fans
Reference #6432401

449.56

PAPER/FLYER SUPPLIES

BancorpS Checking (Inv#6432401

449.56

UNITED WAY OF SOUTHEAST MISSISSIPPI

Geiger Midsouth

12/28/2011

1170

6750 · Friends For Financial Freedom:67 (1,000) Hand Held Fans
Reference #6432401

449.56

OK
01/12
12/28/11

BancorpS Checking (Inv#6432401

449.56



GEIGER MIDSOUTH
PO Box 712144
Cincinnati, OH 45271-2144

Date: 12/28/2011

6432401

Our Order #: **6432401**
Representative: PARKER P E

SHIP VIA UPS - Ground COMMERCIAL

Customer Ref:
Customer PO:

Bill To

UNITED WAY OF SOUTHEAST MS
DAN KIBODEAUX
PO BOX 1648
HATTIESBURG MS 39403

Ship To

UNITED WAY OF SOUTHEAST MS
JANICE SWIGGUM
210 W FRONT ST
HATTIESBURG MS 39403

Customer #

Item#	Description	Quantity		UOM	Unit Price	Amount
	HAND-HELD FAN	1,000			\$0.365	365.00
	E-MAIL PROOF	1				

Please Remit Payment To: **GeigerBros.**
PO Box 712144
Cincinnati, OH 45271-2144

Subtotal	365.00
Sales Tax	29.41
Ship & Handling	55.15
Other Fees	
Total	449.56
Less Payment	
Balance Due	\$449.56

Please reference the above reference# when remitting payment **6432401**

1155

UNITED WAY OF SOUTHEAST MISSISSIPPI

FRIENDS FOR FINANCIAL FREEDOM
PO BOX 1648
HATTIESBURG, MS 39403-1648

BANCORPSOUTH
85-127-842

12/13/2011

PAY TO THE Office Depot
ORDER OF

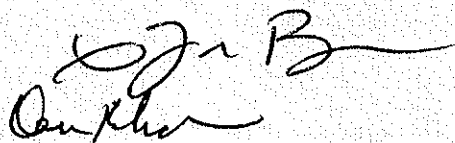
**627.19

\$

Six Hundred Twenty-Seven and 19/100*****

DOLLARS

Office Depot
P.O. Box 88040
Chicago, IL 60680-1040



MEMO Acc#63265706

AUTHORIZED SIGNATURE

⑈001155⑈ ⑆084201278⑆ 72106768⑈

UNITED WAY OF SOUTHEAST MISSISSIPPI

Office Depot

12/13/2011

1155

6750 · Friends For Financial Freedom:67	(1)Printing Calculator/MP11DX	44.93
6750 · Friends For Financial Freedom:67	(1)Electric Binding Machine	376.22
6750 · Friends For Financial Freedom:67	(1) Electric 3 Hole Punch	198.75
6750 · Friends For Financial Freedom:67	(1) Paper Roll for Calculator	7.29
	Inv#584487485001	
	Inv#584487486001	

Curriculum

BancorpS Checking (Acc#63265706

627.19

UNITED WAY OF SOUTHEAST MISSISSIPPI

Office Depot

12/13/2011

1155

6750 · Friends For Financial Freedom:67	(1)Printing Calculator/MP11DX	44.93
6750 · Friends For Financial Freedom:67	(1)Electric Binding Machine	376.22
6750 · Friends For Financial Freedom:67	(1) Electric 3 Hole Punch	198.75
6750 · Friends For Financial Freedom:67	(1) Paper Roll for Calculator	7.29
	Inv#584487485001	
	Inv#584487486001	

OPC
0/4.
12/12/11

BancorpS Checking (Acc#63265706

627.19



Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

ORIGINAL INVOICE

10000

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (800) 463-3768
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
584487486001	44.93	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
27-OCT-11	Net 60	27-DEC-11

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

007594-006930

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE		
63265706				00001-210WFRONTST		584487486001		26-OCT-11		27-OCT-11		
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER		
3835063						RENITA L HATTEN						
CATALOG ITEM #/ MANUF CODE				DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE	
534608 9637A001				CALCULATOR,PRINTING,MP11 534608		EA	1	1	0	41.990	41.99	
534608 9637A001				Coupon Discount		EA	1	1	0	0.000	0.00	
SUB-TOTAL											41.99	
DELIVERY											0.00	
SALES TAX											2.94	
All amounts are based on USD currency											TOTAL	44.93

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	584487486001	27-OCT-11	44.93	44.93

FL0

038350633 5844874860014 00000004493 1 1

Please
Send Your
Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.



Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

ORIGINAL INVOICE

10000

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS

OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (800) 463-3768
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

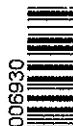
INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
584487485001	582.26	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
27-OCT-11	Net 60	27-DEC-11

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		584487485001		26-OCT-11		27-OCT-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA L HATTEN					
CATALOG ITEM #/ MANUF CODE		DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHF	QTY B/O	UNIT PRICE		EXTENDED PRICE	
820408 7704250		MACHINE,BINDING,ELECTRIC, 820408		EA	1	1	0	370.990		370.99	
820408 7704250		Coupon Discount		EA	1	1	0	0.000		0.00	
820408 7704250		Coupon Discount		EA	1	1	0	-19.380		-19.38	
980839 74535		PUNCH,ELECTRIC,3HOLE,PLA 980839		EA	1	1	0	195.990		195.99	
980839 74535		Coupon Discount		EA	1	1	0	0.000		0.00	
980839 74535		Coupon Discount		EA	1	1	0	-10.240		-10.24	
108862 9074-0379		PAPER ROLL,2-1/4X130,SNGL 108862		PK	1	1	0	7.190		7.19	
108862 9074-0379		Coupon Discount		PK	1	1	0	0.000		0.00	
108862 9074-0379		Coupon Discount		PK	1	1	0	-0.380		-0.38	
874779 39420		ORGANIZER,FILE,TOTE,EMBO 874779		EA	1	1	0	16.990		16.99	
874779 39420		Coupon Discount		EA	1	1	0	0.000		0.00	
874779 39420		Coupon Discount		EA	1	1	0	-16.990		-16.99	

CONTINUED ON NEXT PAGE...

10000

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Office Depot, Inc
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FOR CUSTOMER SERVICE ORDER: (800) 463-3768

FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
584487485001	582.26	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
27-OCT-11	Net 60	27-DEC-11

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

007594-006930

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER 63265706		PURCHASE ORDER		SHIP TO ID 00001-210WFRONTST		ORDER NUMBER 584487485001		ORDER DATE 26-OCT-11		SHIPPED DATE 27-OCT-11	
BILLING ID 3835063		ACCOUNT MANAGER RELEASE		ORDERED BY RENITA L HATTEN		DESKTOP			COST CENTER		
CATALOG ITEM #/ MANUF CODE		DESCRIPTION/ CUSTOMER ITEM #		U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE		EXTENDED PRICE	
				SUB-TOTAL				544.17			
				DELIVERY				0.00			
				SALES TAX				38.09			
All amounts are based on USD currency				TOTAL				582.26			

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DETACH HERE

CUSTOMER NAME

BILLING ID

INVOICE NUMBER

INVOICE
DATE

INVOICE
AMOUNT

AMOUNT ENCLOSED

UNITED WAY OF SE
MISSISSIPPI

3835063

584487485001

27-OCT-11

582.26

582.26

FLO

038350633 5844874850015 00000058226 1 0

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Check to:

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Chicago IL 60680-1040

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007594-006930

00002/00003

UNITED WAY OF SOUTHEAST MISSISSIPPI

FRIENDS FOR FINANCIAL FREEDOM
PO BOX 1648
HATTIESBURG, MS 39403-1648

BANCORPSOUTH
85-127-842

12/13/2011

PAY TO THE Office Depot
ORDER OF

**434.16

Four Hundred Thirty-Four and 16/100*****

DOLLARS

Office Depot
P.O. Box 88040
Chicago, IL 60680-1040



MEMO Acc#63265706

AUTHORIZED SIGNATURE

⑈001156⑈ ⑆084201278⑆ 72106768⑈

UNITED WAY OF SOUTHEAST MISSISSIPPI

Office Depot

12/13/2011

1156

No → 6750 · Friends For Financial Freedom:67 (1) Xerox Phaser Toner/106R01374 158.35
6750 · Friends For Financial Freedom:67 (1) Expo Dry-Erase Board Cleaning Cloth 5.87
6750 · Friends For Financial Freedom:67 (1) Soft Black Pencil Leads/12 per tube 1.06
6750 · Friends For Financial Freedom:67 FFFF Curriculum and Instructor Materials 268.88
Inv#585267737001
Inv#584130783001
Inv#584130785001
Inv#584129273001
Curriculum = \$275.81

BancorpS Checking (Acc#63265706

434.16

UNITED WAY OF SOUTHEAST MISSISSIPPI

Office Depot

12/13/2011

1156

6750 · Friends For Financial Freedom:67 (1) Xerox Phaser Toner/106R01374 158.35
6750 · Friends For Financial Freedom:67 (1) Expo Dry-Erase Board Cleaning Cloth 5.87
6750 · Friends For Financial Freedom:67 (1) Soft Black Pencil Leads/12 per tube 1.06
6750 · Friends For Financial Freedom:67 FFFF Curriculum and Instructor Materials 268.88
Inv#585267737001
Inv#584130783001
Inv#584130785001
Inv#584129273001

*OK
0.12
12/12/11*

BancorpS Checking (Acc#63265706

434.16



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CINCINNATI OH
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ORIGINAL INVOICE

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THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS
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FOR CUSTOMER SERVICE ORDER: (800) 463-3768
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
585267737001	158.35	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
03-NOV-11	Net 60	03-JAN-12

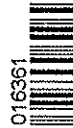
BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

008183-016361

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		585267737001		02-NOV-11		03-NOV-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA L HATTEN					
CATALOG ITEM #/ MANUF CODE			DESCRIPTION/ CUSTOMER ITEM #			U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
876605 XER106R01374			TONER,XEROX PHASER 876605			EA	1	1	0	147.990	147.99
SUB-TOTAL											147.99
DELIVERY											0.00
SALES TAX											10.36
All amounts are based on USD currency											
TOTAL											158.35

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DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	585267737001	03-NOV-11	158.35	\$158.35

FL0

038350633 5852677370016 00000015835 1 8

Please
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PO Box 88040
Chicago IL 60680-1040

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FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
584130783001	5.87	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
25-OCT-11	Net 60	25-DEC-11

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		584130783001		24-OCT-11		25-OCT-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA HATTEN					
CATALOG ITEM #/ MANUF CODE			DESCRIPTION/ CUSTOMER ITEM #			U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
774435			CLEANING			EA	1	1	0	5.490	5.49
1752313			153774435								
						SUB-TOTAL					5.49
						DELIVERY					0.00
						SALES TAX					0.38
All amounts are based on USD currency						TOTAL					5.87

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	584130783001	25-OCT-11	5.87	5.87

FL0 038350633 5841307830010 00000000587 1 5

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Check to:

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006964-007077

00003/00003



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FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
584130785001	1.06	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
25-OCT-11	Net 60	25-DEC-11

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

008524-007240

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		584130785001		24-OCT-11		25-OCT-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA HATTEN					
CATALOG ITEM #/ MANUF CODE			DESCRIPTION/ CUSTOMER ITEM #			U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
929489 PEN50B			LEAD,7MM,B,BLK,12/TB 153929489			TB	1	1	0	0.990	0.99
						SUB-TOTAL				0.99	
						DELIVERY				0.00	
						SALES TAX				0.07	
All amounts are based on USD currency						TOTAL				1.06	

All amounts are based on USD currency

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CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	584130785001	25-OCT-11	1.06	\$ 1.06

FL0

038350633 5841307850018 00000000106 1 5

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FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
584129273001	268.88	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
25-OCT-11	Net 60	25-DEC-11

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

006964-007077

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		584129273001		24-OCT-11		25-OCT-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA HATTEN					
CATALOG ITEM #/ MANUF CODE		DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHF	QTY B/O	UNIT PRICE		EXTENDED PRICE	
273646 40428		PAPER,COPY,WHITE 273646		CA	1	1	0	29.990		29.99	
590495 77R20		ENVELOPE,RECYC,CS,9X12,12 153590495		BX	1	1	0	20.990		20.99	
101025 W68908V		BINDER,WJ,TNT VW,1.5"RR,IN 153101025		EA	3	3	0	5.190		15.57	
101060 W68909V		BINDER,WJ,TNT 153101060		EA	3	3	0	5.190		15.57	
240556 49311		90# WHITE INDEX 153240556		PK	1	1	0	13.690		13.69	
240531 49121		INDEX,90#,8.5X11,BLUE 153240531		PK	1	1	0	13.690		13.69	
234280 RTP-036103		PEN,RT,GEL,SFT GRP,12PK,BL 153234280		PK	1	1	0	11.390		11.39	
234272 RTP-037321		PEN,RT,GEL,SG,FINE,6PK,AST 153234272		PK	1	1	0	7.790		7.79	
816600 32707		MARKER,SHARPIE,RT,ASDT,12 153816600		PK	1	1	0	20.990		20.99	
204392 28101		HL,SHARPIE 153204392		PK	1	1	0	10.890		10.89	
768915 1751667		MARKER,DE,EXPO,CLCK,FN,6 153768915		PK	1	1	0	11.990		11.99	
307512 81505		ERASER,DRY ERASE,EXPO 153307512		EA	1	1	0	3.290		3.29	
760513 52410		PENCIL,MECH,Z-GRIP,.7MM,DZ 153760513		DZ	1	1	0	6.690		6.69	
760499 52310		PENCIL,MECH,Z-GRIP,.5MM,DZ 153760499		DZ	1	1	0	6.690		6.69	
929364 C505-HBEA		LEAD,HBM,SUPERFINE,.5MM,1 153929364		TB	1	1	0	0.990		0.99	
126345 559RP		PAD,EASEL,POST-IT,2PK,REC 153126345		PK	1	1	0	49.990		49.99	
412596 ODNA-5		BADGE,NAME,LASER,400PK,B 153412596		PK	1	1	0	11.090		11.09	

006964-007077

CONTINUED ON NEXT PAGE...



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FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
584129273001	268.88	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
25-OCT-11	Net 60	25-DEC-11

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE		
63265706				00001-210WFRONTST		584129273001		24-OCT-11		25-OCT-11		
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER		
3835063						RENITA HATTEN						
CATALOG ITEM #/ MANUF CODE			DESCRIPTION/ CUSTOMER ITEM #			U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE	
918267 MV-C09			MP4 PLAYER WITH DIGITAL 918267			EA	1	1	0	29.990	29.99	
918267 MV-C09			Coupon Discount			EA	1	1	0	-29.990	-29.99	
992754 992754			BSD 21 PRICED 0992754			EA	1	1	0	0.000	0.00	
875382 875382			PB - PIP SMB 2011 0875382			EA	1	1	0	0.000	0.00	
SUB-TOTAL											251.29	
DELIVERY											0.00	
SALES TAX											17.59	
All amounts are based on USD currency											TOTAL	268.88

All amounts are based on USD currency

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DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	584129273001	25-OCT-11	268.88	268.88

FL0

038350633 5841292730019 00000026888 1 2

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Chicago IL 60680-1040

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UNITED WAY OF SOUTHEAST MISSISSIPPI

FRIENDS FOR FINANCIAL FREEDOM
PO BOX 1648
HATTIESBURG, MS 39403-1648

BANCORPSOUTH
85-127-842

12/13/2011

PAY TO THE Office Depot
ORDER OF

**163.64
\$

One Hundred Sixty-Three and 64/100*****

DOLLARS

Office Depot
P.O. Box 88040
Chicago, IL 60680-1040



MEMO Acc#63265706

AUTHORIZED SIGNATURE

⑈001157⑈ ⑈084201278⑈ 72106768⑈

UNITED WAY OF SOUTHEAST MISSISSIPPI

Office Depot

12/13/2011

1157

6750 · Friends For Financial Freedom:67	(1)Slip Case W/Handle/Computer Case	26.74
6750 · Friends For Financial Freedom:67	(1) Kingston Data Traveler Lock/Flash Drive	51.31
6750 · Friends For Financial Freedom:67	(1)Red Digital Camera/M522	85.59
	Inv#588696999001	
	Inv#588697380001	
	Inv#588697381001	

GRADUATION materials

BancorpS Checking (Acc#63265706

163.64

UNITED WAY OF SOUTHEAST MISSISSIPPI

Office Depot

12/13/2011

1157

6750 · Friends For Financial Freedom:67	(1)Slip Case W/Handle/Computer Case	26.74
6750 · Friends For Financial Freedom:67	(1) Kingston Data Traveler Lock/Flash Drive	51.31
6750 · Friends For Financial Freedom:67	(1)Red Digital Camera/M522	85.59
	Inv#588696999001	
	Inv#588697380001	
	Inv#588697381001	

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064
12/12/11

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163.64



Office Depot, Inc
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ORIGINAL INVOICE

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OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: (800) 463-3768
FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
588696999001	26.74	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
01-DEC-11	Net 60	01-FEB-12

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

006790-006306

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		588696999001		30-NOV-11		01-DEC-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA HATTEN					
CATALOG ITEM #/ MANUF CODE			DESCRIPTION/ CUSTOMER ITEM #			U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
340425			CASE,SLIP,COMP,W/HANDLE,1			EA	1	1	0	24.990	24.99
82156			153340425								

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	588696999001	01-DEC-11	26.74	26.74

FL0

038350633 5886969990016 00000002674 1 1

Please
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Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to
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CINCINNATI OH
45263-0813

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THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: (800) 463-3768
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
588697380001	51.31	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
01-DEC-11	Net 60	01-FEB-12

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

008144-016225

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		588697380001		30-NOV-11		01-DEC-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA HATTEN					
CATALOG ITEM #/ MANUF CODE				DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
336723 S7628777				Kingston DataTraveler Lock 336723		EA	1	1	0	47.950	47.95

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	588697380001	01-DEC-11	51.31	51.31

FL0

038350633 5886973800011 00000005131 1 4

Please
Send Your
Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.



Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

ORIGINAL INVOICE

10000

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (800) 463-3768
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
588697381001	85.59	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
02-DEC-11	Net 60	02-FEB-12

BILL TO:

ATTN: ACCTS PAYABLE
UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861

008144-016225

SHIP TO:

UNITED WAY OF SE MISSISSIPPI
210 W FRONT ST
HATTIESBURG MS 39401-3861



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
63265706				00001-210WFRONTST		588697381001		30-NOV-11		02-DEC-11	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
3835063						RENITA HATTEN					
CATALOG ITEM #/ MANUF CODE				DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
284316				CAMERA,DIGITAL,M522,RED		EA	1	1	0	79.990	79.99
8131872				284316							

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
UNITED WAY OF SE MISSISSIPPI	3835063	588697381001	02-DEC-11	85.59	85.59

FLO

038350633 5886973810010 00000008559 1 1

Please
Send Your
Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

008144-016225

00002/00002

0000000000162251000016225

008144-016225

UNITED WAY OF SOUTHEAST MISSISSIPPI

FRIENDS FOR FINANCIAL FREEDOM
PO BOX 1648
HATTIESBURG, MS 39403-1648

BANCORPSOUTH
85-127-842

12/13/2011

PAY TO THE ORDER OF Quill Corporation

**117.12

One Hundred Seventeen and 12/100*****

\$

DOLLARS

Quill Corporation
P. O. Box 37600
Philadelphia, PA 19101-0600



MEMO Acc#C6601277/FFFF

AUTHORIZED SIGNATURE

⑈001158⑈ ⑆084201278⑆ 72106768⑈

UNITED WAY OF SOUTHEAST MISSISSIPPI

Quill Corporation

12/13/2011

1158

6750 · Friends For Financial Freedom:67 Financial Education Supplies
Plastic Binding Combs and Binding Covers
Inv#8356645/Inv#8436900

117.12

Phase II

BancorpS Checking (Acc#C6601277/FFFF

117.12

UNITED WAY OF SOUTHEAST MISSISSIPPI

Quill Corporation

12/13/2011

1158

6750 · Friends For Financial Freedom:67 Financial Education Supplies
Plastic Binding Combs and Binding Covers
Inv#8356645/Inv#8436900

117.12

076
0.64
12/12/11

BancorpS Checking (Acc#C6601277/FFFF

117.12



Best experience in office products

P.O. Box 37600 Philadelphia, PA 19101-0600
Customer Service: 1-800-789-8965

12430:
Order Date : 11/30/2011
Ship Date : 12/01/2011
InvoiceDate : 11/30/2011
TIN : 36-2952904

0019053 01 MB 0.387 **AUTO T8 0 1841 39403-164848 -C01-P19062-I
Sold To:

United Way Of Southeast Ms

Po Box 1648
Hattiesburg MS 39403-1648



Ship To:

United Way Of Southeast Ms

210 West Front Street
Hattiesburg MS 39401



Customer PO : hattenrenita Order# : **39526089** Invoice# : **8356645** Account# : **C6601277**

Item Number	Description	Color	Qty shipped	Price/UM	Extended
FEL52137	Classic binding cover, grain t		0	\$0.00/	\$0.00
The item above will be shipped and billed separately					
901-52325Q	Plastic comb binding 3/8Inch	Black	2	\$11.83/pack	\$23.66
901-52367Q	Plastic comb binding 3/4In	Black	2	\$21.13/pack	\$42.26
999-NEWACCOUNT	Free new account packet		1	\$0.00/each	\$0.00

Your coupon savings of \$12.04 is reflected in the item prices on this invoice

Remember you can check your order status & tracking, print invoices and more in the Manage My Account section on Quill.com.

Top Seller
BEST PRICE

\$9.99
each

Folgers® Classic Roast Coffee
Search item #406-80273 at Quill.com

Mdse Total: \$65.92
Tax: \$4.62
Freight: Free

Go paperless! Get email alerts when you have new invoices.
To get started, just go to quill.com, click on the "My Account" link,
then the account alert link.
To help apply your payment properly, remember to include your **account #**
on your check and remit your payment to the address shown below.

Amount Due: **\$70.54**
Due Date: 12/30/2011

Customer is responsible for collection fees, court costs and reasonable attorney fees to collect unpaid accounts

Payment Coupon: Please detach and enclose this portion with your payment. Please do not staple. Thank You.

Account Number: **C6601277**
United Way Of Southeast Ms



Invoice Number: **8356645**
Invoice Date: 11/30/2011
Amount Due: \$70.54
Payable in U.S. Dollars

Payable to:

Quill Corporation
P.O.Box 37600
Philadelphia, PA 19101-0600

00110000000083566450006601277310000000070548

Place an "X" above _____ if you include any comments, suggestions and/or address changes on the back of this payment slip.

1841-01-00-0018053-0001-0024951



Best experience in office products

P.O. Box 37600 Philadelphia, PA 19101-0600
Customer Service: 1-800-789-8965

12490:
Order Date : 11/30/2011
Ship Date : 12/02/2011
InvoiceDate : 12/05/2011
TIN : 36-2952904

0019258 01 MB 0.387 **AUTO T8 0 1844 39403-164848 -C01-P19267-I
Sold To:

United Way Of Southeast Ms

Po Box 1648
Hattiesburg MS 39403-1648



Ship To:

United Way Of Southeast Ms

210 West Front Street
Hattiesburg MS 39401



Customer PO : hattenrenita Order# : 39526090 Invoice# : 8436900 Account# : C6601277

Item Number	Description	Color	Qty shipped	Price/UM	Extended
FEL52137	Classic binding cover, grain t		1	\$43.53/pack	\$43.53

Your coupon savings of \$7.96 is reflected in the item prices on this invoice

Remember you can check your order status & tracking, print invoices and more in the Manage My Account section on Quill.com.

Top Seller
BEST PRICE



\$9.99
each

Folgers® Classic Roast Coffee
Search item #406-80273 at Quill.com

Mdse Total: \$43.53
Tax: \$3.05
Freight: Free

Go paperless! Get email alerts when you have new invoices.
To get started, just go to quill.com, click on the "My Account" link,
then the account alert link.
To help apply your payment properly, remember to include your **account #**
on your check and remit your payment to the address shown below.

Amount Due: \$46.58
Due Date: 01/04/2012

Customer is responsible for collection fees, court costs and reasonable attorney fees to collect unpaid accounts

Payment Coupon: Please detach and enclose this portion with your payment. Please do not staple. Thank You.

Account Number: C6601277
United Way Of Southeast Ms



Invoice Number: 8436900
Invoice Date: 12/05/2011
Amount Due: \$46.58
Payable in U.S. Dollars

Payable to:

Quill Corporation
P.O.Box 37600
Philadelphia, PA 19101-0600

001100000000843690000006601277310000000046584

Place an "X" above _____ if you include any comments, suggestions and/or address changes on the back of this payment slip.

1844-01-00-0019258-0001-0024846

UNITED WAY OF SOUTHEAST MISSISSIPPI

FRIENDS FOR FINANCIAL FREEDOM
PO BOX 1648
HATTIESBURG, MS 39403-1648

BANCORPSOUTH
85-127-842

12/22/2011

PAY TO THE ORDER OF Owens Business Machines

**1,732.00

One Thousand Seven Hundred Thirty-Two and 00/100*****

\$

DOLLARS

Owens Business Machines
2108 Hardy St.
Hattiesburg, MS 39401

AUTHORIZED SIGNATURE

MEMO Inv#228422

⑈001164⑈ ⑆084201278⑆ 72106768⑈

UNITED WAY OF SOUTHEAST MISSISSIPPI

Owens Business Machines

12/22/2011

1164

6750 · Friends For Financial Freedom:67 (1) Xerox Phaser 3250D Printer

279.00

6750 · Friends For Financial Freedom:67 (1) Microsoft Office 2010

174.00

Inv#228422

Lenovo ThinkPad T520

Lenovo Thinkpad T520

1,279.00

Instructor materials

BancorpS Checking (Inv#228422

1,732.00

UNITED WAY OF SOUTHEAST MISSISSIPPI

Owens Business Machines

12/22/2011

1164

6750 · Friends For Financial Freedom:67 (1) Xerox Phaser 3250D Printer

279.00

6750 · Friends For Financial Freedom:67 (1) Microsoft Office 2010

174.00

Inv#228422

Lenovo ThinkPad T520

Lenovo Thinkpad T520

1,279.00

OK
012
12/22/11

BancorpS Checking (Inv#228422

1,732.00

OWENS BUSINESS MACHINES, INC.
2108 HARDY STREET
HATTIESBURG MS 39401

I N V O I C E

Telephone #: 601-544-3444

Customer# UNI450

Invoice# 228422

Bill To:
UNITED WAY OF SE MISS
P.O. BOX 1648
HATTIESBURG MS 39403

Ship To: Phone #: 601-545-7141
UNITED WAY OF SE MISS.
210 FRONT STREET
HATTIESBURG MS 39401

Invoice/Dt	Order #	Customer P.O.	Terms	SalesPerson
12/22/11	116955		NET 15 DAYS	REGULAR
		FRIENDS FOR FINANCIAL FREEDOM		SAM HOGUE

QUANTITY	U/M	ITEM/DESCRIPTION	DISC UNIT PRICE	AMOUNT
1	EA	42404AU LENOVO THINKPAD T520 Ci5 2520M 2.5GHz 4GB RAM 500GB HDD 15.6" DVD-R 3YR W7 Serial Numbers: R9HB8EV	1279.000	1,279.00
1	EA	X3250D XEROX PHASER 3250D PRINTER 30 PPM DUPLEX 1200 DPI 32MB RAM B/W Serial Numbers: MXV099672	279.000	279.00
1	EA	79G-02144 MICROSOFT OFFICE 2010 HOME & STUDENT EDITION 3PC RETAIL BOX	174.000	174.00
		Subtotal		1,732.00
		Total Due		1,732.00

P.O. DRAWER 10
ELLISVILLE, MS 39437
PHONE: (800) 530-7348

Date	Invoice #
12/28/2011	R40435

Bill To	545-4650
CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403-1898	

[illegible]

JS
1/10/12

REQUEST FOR FUNDS

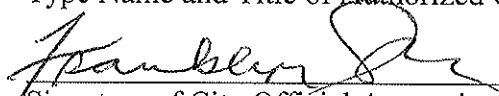
(1) Organization's Name & Address: PINEBELT Community Services – Community Garden Telephone Number: 601-583-4943	Project Address: 101 North Main Street Hattiesburg, MS 39401	Request No. 1 Worked Performed: Equipment and tools Purchases, Cost to have ground turned, etc (see attachment) (5) Amount Requested: <u>\$5,000.00</u>
(6) Project Period From: February 2011 To: December 31, 2011	(7) Check Made Payable to: PINEBELT Community Services – Community Garden	Prepared By: Clarence P. Williams Date Prepared January 6, 2012



 Signature of Authorized Officer Requesting Funds

January 6, 2012
 Date

Mrs. Lucille Bass, Program Director
 Type Name and Title of Authorized Office



 Signature of City Official Approving Disbursement

1/10/12
 Date

 Type Name and Title of City Official

“I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that the amounts requested do not exceed the total funds obligated by the contract”.

Revised 10/04

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: PINEBELT Community Services Community Garden

Contract Date: 02/03/2011

Request Number #1 Total Amount Requested ** \$5,000.00

Funds requested are for Community Garden Costs and Expenses

1) Itemized list is attached _____ \$5,000.00

2) _____ \$ _____

3) _____ \$ _____

4) _____ \$ _____

5) _____ \$ _____

6) _____ \$ _____

7) _____ \$ _____

Total of Attached Documentation \$ 5,000.00

Less Amount in Excess of Contract Award \$ _____

** Total Amount Requested for this Draw \$ 5,000.00

TOTAL REQUESTED TO DATE \$ 000.00

Period of Project(s) Start to Completion From: February 2011 to December 31, 2011

Other: _____

Gary's Small Engine Repair

1400 ½ East Hardy St
Hattiesburg, Ms 39401
601-545-7355

Invoice

Number: 906031
Date: January 6, 2012

Bill To:

Pinebelt Community Service
1101 N. Main St.
Hattiesburg, Ms 39401

Description	Quantity	Price	Tax	Amount
Husqvarna DRT900 tiller	2.00	749.95	✓	1,499.90
Freight	2.00	69.00	✓	138.00
Sub- Total				\$1,637.90
State Tax 7.00% on 1,637.90				114. 66
Total				\$1,752.56

Harvell Harris, Jr.
107 Hazel Street
Hattiesburg, MS 39401
601 467-2253

Sales Receipt

Date	Sale No.
12/15/2011	1

Sold To <i>Pine Belt</i>
Sunbelt Community Center 1101 N. Main Street Hattiesburg, MS 39401

				Check No.	Payment Method	Project
Description				Qty	Rate	Amount
Fee due for disking and prepping new ground with tractor to plant a community garden				2	150.00	300.00
<i>Harvell Harris, Jr</i>					Total	\$300.00

PROJECT ESTIMATE

COMMUNITY GARDEN

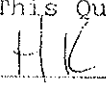
CONTACT: BOBBETT, GABRIEL
CUST #: 52811793SALESPERSON: KNIGHTON, HEATHER
SALES #: 46518

PROJECT NUMBER: 338921170

DATE ESTIMATED: 01/05/12

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
4	72694	TRU TOUGH DIGGING SHOVEL	PRL-E-LW 319	59.92
4	97270	TRUE TEMPER GARDEN RAKE COMFOR	1811500	79.92
4	70905	TRU TOUGH GARDEN HOE FIBERGLAS	ATJFLW/31947	71.92
2	231610	SCOTTS DELUXE W EDGE GUARD SPRE	76232	102.88
2	323738	COMPOSTER TUMBLER 6.5C.FT SUNC	TCB68004PK	196.00
4	89896	60"X100' NON-CLIMB HORSE FENCE	70314	712.00
30	92059	U-POST STEEL HEAVY DUTY 7FT(EA	UPH07	204.60
2	249095	6 CU FT POLY WHEELBARROW	CP6TCLW14	139.96
10	43502	40LB BAG 13-13-13 FERTILIZER		230.90
TOTAL FOR ITEMS				1798.10
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				109.70
TOTAL ESTIMATE				1907.80

This Quote is valid until 02/04/12.


MANAGER SIGNATURE
DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

PROJECT ESTIMATE

BLDG

CONTACT: BOBBETT, GABE
CUST #: 99363154SALESPERSON: KELLEY, JR. , , THERO
SALES #: 3207

PROJECT NUMBER: 342200338

DATE ESTIMATED: 01/06/12

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
1	239960	10X10 RAINIER--HEARTLAND	18140-5	998.00
6	92350	50' SPRINKLER/SOAKER HOSE	3TEC50	77.88
2	90258	5 GAL POLY GAS CAN (CARB)	31733	24.96
TOTAL FOR ITEMS				1100.84
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				77.06
TOTAL ESTIMATE				1177.90

This Quote is valid until 02/05/12.

MANAGER SIGNATURE

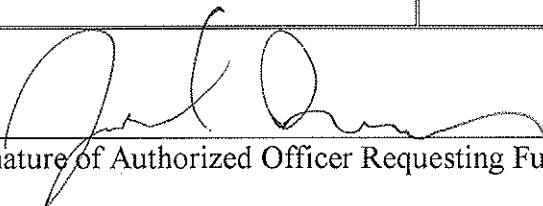
DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

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QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

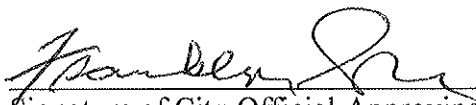
REQUEST FOR FUNDS

(1) Recipient/Organization's Name & Address: Housing Alternatives in Hattiesburg P.O. Box 1030 Hattiesburg, MS 39403-1030 Telephone Number: <u>601-544-9140</u>	(2) Project Address(es): 211 Taylor Ave. Hattiesburg, MS 39401	(3) Request No. 1
		(4) Work Performed: Exterior and Interior Repairs
		(5) Amount Requested: \$8,866.10
(6) Project Period From: 12-7-11 To: 2-28-12	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, INC.	(8) Prepared By: <u>Joel Downey</u> Date Prepared <u>1-6-12</u>


 Signature of Authorized Officer Requesting Funds

1-6-12
 Date

Joel Downey, Housing Specialist
 Type Name and Title of Authorized Officer


 Signature of City Official Approving Disbursement

1/10/12
 Date

Franklyn Tate, Director
 Type Name and Title of City Official

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name Housing Alternatives in Hattiesburg, INC. Contract Date: 12-7-11

Request Number 1 Total Amount Requested ** \$8,866.10

Funds requested are for construction costs and other eligible costs associated with the following CHDO activity(ies):

1) Interior and Exterior Repairs by Smith Contracting \$8,350.00

2) Supplies for Exterior Repairs by Hattiesburg Area Habitat for Humanity \$ 516.10

3) \$

4) \$

5) \$

6) \$

7) \$

Total of Attached Documentation \$8,866.10

Less Amount in Excess of Contract Award \$0

****Total Amount Requested for this Draw** \$8,866.10

TOTAL REQUESTED TO DATE \$8,866.10

Period of Project(s) Start to Completion 12-7-11 to 2-28-12

Other: _____



LOWE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 584-4066

- SALE -

SALES #: S3033HK1 46518 12-15-11

21210 5/4X6X8 STD ACQ TREATED	11.91
3 @ 3.97	
30906 2X6X8 ACQ TOP CHOICE TREA	13.50
3 @ 4.50	
20172 1X6X8 PT APPEARANCE BOARD	11.88
4 @ 2.97	
20423 2X2X6 #1 TREATED ACQ	2.97
306074 GR ORBRNZ DEC HANDRAIL BR	10.94
2 @ 5.47	

SUBTOTAL: 51.20

TAX: 3.58

INVOICE 01348 TOTAL: 54.78

H/C: 54.78

H/C: XXXXXXXXXX3603 AMOUNT: 54.78 AUTHCD: 018448
SWIPED REFID: 003909613 12/15/11 09:17:26

STORE: 3033 TERMINAL: 01 12/15/11 09:17:32

OF ITEMS PURCHASED: 13

EXCLUDES FFES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JANICE BURKHALTER

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.



LOWE'S HOME CENTERS, INC.
40 TYNER ROAD
PETAL, MS 39465 (601) 584-4066

- SALE -

SALES #: S3033CB1 1606114 12-12-11

7894 CLASSIC TREATED HANDRAIL	6.96
46615 SDS SHANK 1/2 X 4X6 BIT H	8.47
85312 PVC BRK HLD WHITE 10FT	29.80
2 @ 14.90	
98458 PVC BRK HLD WHITE 8FT	143.40
12 @ 11.95	
4654 5-STEP STRINGER #1 WATER	23.94
2 @ 11.97	
4643 3-STEP STRINGER #1 WATER	23.91
3 @ 7.97	
4644 4-STEP STRINGER #1 WATER	9.97
201722 1X6X8 PT APPEARANCE BOARD	19.88
4 @ 4.97	
21210 5/4X6X8 STD ACQ TREATED	23.82
6 @ 3.97	
30906 2X6X8 ACQ TOP CHOICE TREA	18.00
4 @ 4.50	
201595 2X12X16 ACQ TOP CHOICE TR	43.94
2 @ 21.97	
201596 4X4X8 ACQ .40 TOP CHOICE	17.91
3 @ 5.97	
46905 2X4X8 ACQ TOP CHOICE TREA	14.16
6 @ 2.36	
19184 12" RED SQUARE PATIO STON	3.81
3 @ 1.27	

SUBTOTAL: 387.97

TAX: 27.16

INVOICE 02089 TOTAL: 415.13

H/C: 415.13

H/C: XXXXXXXXXX3603 AMOUNT: 415.13 AUTHCD: 022626

[illegible]

100%	100%
9.4%	9.4%
56%	56%
1%	0.47%
TOTAL	77.77%
MISS	22.22%
CHANGE	0.00%

2000

INVOICE

760424

SOLD TO <i>Housing Alternatives</i>		SHIP TO <i>Johnnie Smith/Smith's Remodeling</i>			
ADDRESS <i>4100 Monroe St.</i>		ADDRESS <i>28 Pine St.</i>			
CITY, STATE, ZIP <i>Harrisburg, MO 39402</i>		CITY, STATE, ZIP <i>Harrisburg, MO 39402</i>			
CUSTOMER ORDER NO.	SOLD BY	TERMS	DATE <i>1-6-12</i>		
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		<i>Receipt For Payment For</i>			
		<i>211 Taylor Ave, Harrisburg, MO</i>			
		<i>Work done according to work</i>			
		<i>WRITE-UP</i>			<i>8,350.00</i>
		<i>Johnnie L. Smith</i>			
		<i>TOTAL Due</i>	<i>1-6-12</i>		<i>8,350.00</i>



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

INVOICE

Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 01/01/2012
Invoice Number: 2093726-0377-6
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

Total Current Charges Total Amount Due

721.40

846.40

Account Summary

Description

Previous Balance	707.95
Total Credits and Adjustments	0.00
Total Payments Received	582.95-
Total Current Charges	721.40
Total Amount Due	846.40
Total Amount Past Due	125.00

Please pay total amount due. Thank you for your business.

Service Period: DEC SERVICES

Description

Amount

Roll-Off	721.40
Total Current Charges	721.40

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

FOR PROMPT AND ACCURATE POSTING OF YOUR PAYMENT, PLEASE SEND IT AND THE COUPON BELOW, TO OUR LOUISVILLE "REMIT TO" ADDRESS. SENDING YOUR PAYMENT TO OUR LOCAL OFFICE WILL DELAY POSTING TO YOUR ACCOUNT BY 10 TO 15 BUSINESS DAYS. THANK YOU!

01-09-12 11:44 RCVD

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
721.40	125.00	0.00	0.00	0.00	846.40



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number

377-0006781-0377-1

Invoice Date

01/01/2012

Your Invoice Number

2093726-0377-6

Due Date

Upon Receipt

Total Due

846.40

Amount Paid

Pay your WM bill online at www.wm.com. To pay by phone, call 866-964-2729.

Learn how we Think Green at
www.wm.com/thinkgreen

03773770006781020937260000007214000000084640 2

0012431 01 AB 0.368 **AUTO TO 0 4504 39403-189898 -C01-I 12154073



CITY OF HATTIESBURG
PO BOX 1898
ATTN FEDERAL AND STATE PROGRAMS
HATTIESBURG MS 39403-1898



Waste Management of
MS - Pinebelt
PO BOX 9001054
LOUISVILLE KY 40290-1054

From everyday collection to environmental protection,
Think Green. Think Waste Management.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Printed on
recycled paper.

000078820903009

0012431-0000001-0025258



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803

Page 3 of 3
Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 01/01/2012
Invoice Number: 2093726-0377-6
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

Service Location: 377-7846 Maury, Margaret (T): 314 E Scooba St: Hattiesburg Ms 39401-6460						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
12/19/11	M53575	Container usage fee daily 30O: 12/01-12/19/11	1.00			95.00
		Ticket Total				95.00
12/19/11	985678	30 Yd rolloff Haul 30yd c&d Disposal per ton No min dspl	1.00 6.90			125.00 41.40
		Ticket Total				166.40
Total charges for service location						261.40

Service Location: 377-7876 City Of Hattiesburg (T): 714 Woodland Court: Hattiesburg Ms 39401						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
12/06/11	981268	30 Yd rolloff Haul 30yd Disposal per yard	1.00 30.00			125.00 180.00
		Ticket Total				305.00
12/31/11	M53579	Container usage fee daily 30O: 12/01-12/31/11	1.00			155.00
		Ticket Total				155.00
Total charges for service location						460.00
Total Current Charges						721.40

Payments Received Detail	
Payment - thank you	582.95-
Total Payments Received	582.95-



City of Hattiesburg, MS

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

Master

File Number: 2011-0440

File ID: 2011-0440

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2012

Brief Title: Claims Docket

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/23

Title:

Approve Claims Docket ending January 13, 2012

Notes:

Sponsors:

Enactment Date:

Attachments: 1-17-12 Claims Docket, ADDENDUM 1.17.2012

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council member Ware and seconded by Council member Carroll to Approve Routine Agenda Item VI. 23, the Claims Docket for the period ending January 13, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Text of Legislative File 2011-0440

Title

Approve Claims Docket ending January 13, 2012

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	123130		00120438	11002384 REPRS U#16237 STREET	01/13/12	220580	775.00-
Sum							775.00-
AAMCO TRANS/AUTOMOTIVE S							
Sum							775.00-
00001 ACCURATE MEDICAL DIAGNOS	KEVERYN 12/1	00120570	11002378	SERVS 12/12/11 KEVERYN-PRSNR	01/13/12	220581	135.00-
Sum							135.00-
ACCURATE MEDICAL DIAGNOS							
Sum							135.00-
00001 ACCURINT	127340-20111	00120572	11002368	ON LINE SEARCH 12/11 POLICE	01/13/12	220582	50.00-
Sum							50.00-
ACCURINT							
Sum							50.00-
00001 ALBRITTON CHAIN SAW & L	17563	00120373	11002381	POLESAW-STREET DEPT	01/13/12	220585	519.96-
00001 ALBRITTON CHAIN SAW & L	17260	00119872	11002444	AGRI EQUIP REPRS STREET DEPT	01/13/12	220585	89.71-
Sum							609.67-
ALBRITTON CHAIN SAW & L							
Sum							609.67-
00001 AMERICAN CONCRETE PRODUC	53487	00118472	11002331	BLDG MATLS #3,#4 FIRE STATNS	01/13/12	220587	449.45-
00001 AMERICAN CONCRETE PRODUC	53488	00118472	11002332	BLDG MATLS #3,#4 FIRE STATNS	01/13/12	220587	1,625.90-
00001 AMERICAN CONCRETE PRODUC	53495	00118472	11002333	BLDG MATLS #3,#4 FIRE STATNS	01/13/12	220587	88.00-
Sum							2,163.35-
AMERICAN CONCRETE PRODUC							
Sum							2,163.35-
00001 ANDERSON RETAIL INC	78254	00120100	11002401	CARPET TILE POLICE DEPT	01/13/12	220588	512.06-
00001 ANDERSON RETAIL INC	111186	00118763	11002498	SANDED GROUT/CAULK-CONSTR OFFC	01/13/12	220588	235.89-
Sum							747.95-
ANDERSON RETAIL INC							
Sum							747.95-
00001 ARNOLD LINE WATER ASSN I	2145 12/22/1	00020124	11002311	SERV 11/23-12/27/11 #8 FIRE	01/13/12	220591	31.00-
Sum							31.00-
ARNOLD LINE WATER ASSN I							
Sum							31.00-
00001 ASPHALT INSTITUTE	REG-DAVIS 2/	00120667	11002473	REG-DAVIS-PRINCIPLES/ASPHALT	01/13/12	220592	195.00-
Sum							195.00-
ASPHALT INSTITUTE							
Sum							195.00-
00001 ASSN OF FLOODPLAIN MGRS	2012 MBRSH-	00120443	11002261	2012 MBRSH DUES-REID	01/13/12	220593	75.00-
00001 ASSN OF FLOODPLAIN MGRS	2012 DUES-HE	00120443	11002262	2012 MBRSH DUES-HEKKEW	01/13/12	220593	75.00-
Sum							150.00-
ASSN OF FLOODPLAIN MGRS							
Sum							150.00-
00001 ASSN OF METROPOLITAN PLA	2012-75	00120595	11002398	2012 MBRSH DUES	01/13/12	220594	405.67-
Sum							405.67-
ASSN OF METROPOLITAN PLA							
Sum							405.67-
00001 AT&T	601M23905500	00020124	11002310	MAINT 12/28-1/27 AUTO LOCATOR	01/13/12	220595	202.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AT&T Sum							
00001 AT&T MOBILITY	990870805 11	00120426	11002258	AIR CARD 10/28-11/27 DUPREE	01/13/12	220596	42.18-
00001 AT&T MOBILITY	990870805X01	00120761	11002507	AIRCARD 11/28-12/17/11 DUPREE	01/13/12	220596	42.18-
AT&T MOBILITY Sum							84.36-
00001 AUBE, WENDY (REFUNDS)	DAMAGE DEP R	02012190	11002503	DAMAGE DEPOSIT REFUND	01/13/12	220597	500.00-
AUBE, WENDY (REFUNDS) Sum							500.00-
00001 AUTO ARMATURE SERVICE IN	1367	00120504	11002408	BATTERY U#17412 CONSTR	01/13/12	220598	113.95-
00001 AUTO ARMATURE SERVICE IN	1389	00120640	11002479	BATTERY U#16416 POLICE	01/13/12	220598	113.95-
00001 AUTO ARMATURE SERVICE IN	1390	00120640	11002480	ALTERNATOR U#15150 POLICE	01/13/12	220598	140.00-
00001 AUTO ARMATURE SERVICE IN	1391	00120640	11002481	BATTERY U#16422 POLICE	01/13/12	220598	134.95-
00001 AUTO ARMATURE SERVICE IN	1388	00120640	11002482	BATTERY U#9648 STREET	01/13/12	220598	82.95-
00001 AUTO ARMATURE SERVICE IN	1392	00120640	11002483	ALTERNATOR U#16237 STREET	01/13/12	220598	140.00-
AUTO ARMATURE SERVICE IN Sum							725.80-
00001 AUTOMOTIVE GLASS SPECIAL	1135755	00119898	11002402	WINDSHIELD REPR U#17117 POL	01/13/12	220599	245.00-
00001 AUTOMOTIVE GLASS SPECIAL	1135733	00119827	11002446	WINDSHIELD U#14012 STREET	01/13/12	220599	225.00-
AUTOMOTIVE GLASS SPECIAL Sum							470.00-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	02012172	11002253	GARBAGE TRUCK LEASE DOE 1/15	01/03/12	15322	34,542.83-
BANCORPSOUTH EQUIPMENT F Sum							34,542.83-
00001 BENNETT'S LOCK & KEY SHO	61076	00119775	11002391	LOCKS/KEYS 12/11 POLICE DEPT	01/13/12	220604	17.15-
00001 BENNETT'S LOCK & KEY SHO	61087	00119775	11002392	LOCKS/KEYS 12/11 POLICE DEPT	01/13/12	220604	34.30-
00001 BENNETT'S LOCK & KEY SHO	61088	00119775	11002393	LOCKS/KEYS 12/11 POLICE DEPT	01/13/12	220604	5.00-
BENNETT'S LOCK & KEY SHO Sum							56.45-
00001 BERNARDO, DEBRA	TRAVEL REIMB	00120742	11002506	EXPNS-MUN CLK BRD MEETINGS	01/13/12	220605	502.75-
BERNARDO, DEBRA Sum							502.75-
00001 BODY TECH INC	4288	00120335	11002293	REPRS U#11302 STREET	01/13/12	220607	2,315.04-
00001 BODY TECH INC	4295	00120683	11002517	BUMPER REPR U#16756 POLICE	01/13/12	220607	812.10-
BODY TECH INC Sum							3,127.14-
00001 BONNER ANALYTICAL TESTIN	48537	00120453	11002288	ASBESTOS TESTS CLARK/MAY STS	01/13/12	220608	50.00-
BONNER ANALYTICAL TESTIN Sum							50.00-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	Page Date
Sum								3
00001 BRIDGE & WATSON INC	REDISTRICITIN	00120682	11002478	SERVS-REDISTRICITING PROJECT	01/13/12	220609	1,199.59-	01/12/12
Sum							50.00-	
BRIDGE & WATSON INC							1,199.59-	
00001 C D W GOVERNMENT	C845242	00120421	11002325	COMPUTER EQUIP-INFO TECH	01/13/12	220618	3,050.00-	
00001 C D W GOVERNMENT	C848733	00120421	11002326	COMPUTER EQUIP-INFO TECH	01/13/12	220618	1,170.00-	
00001 C D W GOVERNMENT	C907805	00120346	11002349	BLACKBERRY ENTERPRISE SERVER	01/13/12	220618	1,000.00-	
Sum							5,220.00-	
C D W GOVERNMENT							5,220.00-	
00001 C SPIRE WIRELESS (CELLUL	11/23/11-12/	02012164	11002312	CELL SERV 12/11 VARI DEPTS	01/13/12	220619	4,389.26-	
Sum							4,389.26-	
C SPIRE WIRELESS (CELLUL							4,389.26-	
00001 CENTER FOR GOVERNMENTAL	REG-ROBINSON	00120673	11002463	REG-ROBINSON-CLERK CERTIF CLS	01/13/12	220622	75.00-	
Sum							75.00-	
CENTER FOR GOVERNMENTAL							75.00-	
00001 CHUNKY RIVER HARLEY DAVI	23989	00120535	11002369	REPR POLICE MOTORCYCLES	01/13/12	220626	699.80-	
00001 CHUNKY RIVER HARLEY DAVI	23990	00120535	11002370	REPR POLICE MOTORCYCLE	01/13/12	220626	342.90-	
Sum							1,042.70-	
CHUNKY RIVER HARLEY DAVI							1,042.70-	
00001 CITY OF HATTIESBURG FUND	01/11/12	02012192	11002505	TRF 1ST 01/12 PAYROLL	01/11/12	15331	854,613.23-	
Sum							854,613.23-	
CITY OF HATTIESBURG FUND							854,613.23-	
00001 CITY OF HATTIESBURG FUND	12/29/11	02012183	11002394	TRANSFER BOND PROCEEDS	01/05/12	15329	687,515.40-	
Sum							687,515.40-	
CITY OF HATTIESBURG FUND							687,515.40-	
00001 CLARION LEDGER (ADVERTIS	C19347	37032	00120620	11002426 PROOFS PUBLICATION 12/12	01/13/12	220630	695.74-	
Sum							695.74-	
CLARION LEDGER (ADVERTIS							695.74-	
00001 CLARKE POWER SERVICES IN	S109000879:0	00120339	11002410	SENSOR REPR SANIT TRUCK	01/13/12	220631	696.67-	
Sum							696.67-	
CLARKE POWER SERVICES IN							696.67-	
00001 CLINESIGNS	1416	00117063	11002286	CITY NUMBERS FIRE DEPT UNITS	01/13/12	220632	90.00-	
Sum							90.00-	
CLINESIGNS							90.00-	
00001 COMCAST CABLEVISION OF H	09577641020-	00120601	11002405	BRDBAND 1/15-2/14 #7 FIRE	01/13/12	220635	73.26-	
00001 COMCAST CABLEVISION OF H	095776168240	00120624	11002427	INTERNET 1/12 #1 FIRE STA	01/13/12	220635	52.95-	

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMCAST CABLEVISION OF H Sum							
00001 COMPLETE ENVIRONMENTAL & Sum	6889	00120511	11002340	2011 AMNESTY DAY COLL EVENT	01/13/12	220637	85,332.39-
00001 COMPUTER CONCEPTS OF MS Sum	2160	00120471	11002350	MAC BOOK-MAYOR DUPREE	01/13/12	220638	2,450.00-
00001 COMSOUTH Sum	163698 163800	00120516 00120604	11002453 11002475	RADIO BATTERY ANIMAL CONTROL RADIO BATTERIES-CEM/FORESTRY	01/13/12 01/13/12	220639 220639	99.00- 198.00-
COMSOUTH Sum							297.00-
00001 COURTESY MOTORS INC Sum	372802 373326	00119922 00120151	11002364 11002386	REPR PTS U#17319 POLICE REPR PTS U#9608 ANIMAL CNTRL	01/13/12 01/13/12	220640 220640	269.29- 106.24-
COURTESY MOTORS INC Sum							375.53-
00001 DAVIS, ROBERT Sum		SERVICES 9/7	00120489	11002322 SERVS 9/7-10/26/11 MUN COURT	01/13/12	220644	1,200.00-
00001 DAVIS, RUSSELL C Sum		TRAV ADVANCE	00120746	11002524 TRAV ADV-ASPHALT SMNAR-BILOXI	01/13/12	220645	41.00-
ECO-SYSTEMS INC Sum		0110599	00120532	11002357 SERVS 11/11 BROWNSFIELD GRANT	01/13/12	220647	4,739.05-
00001 ECONOMY SUPPLY CO Sum	163734	00120246	11002450	VARI RAKES SANIT DEPT	01/13/12	220648	443.40-
ECONOMY SUPPLY CO Sum							443.40-
00001 EMERGENCY MEDICAL PRODUC Sum	1428901	00120164	11002285	MEDICAL EQUIP FIRE DEPT	01/13/12	220651	584.25-
EMERGENCY MEDICAL PRODUC Sum							584.25-
00001 EVIDENT INC Sum	65404A	00120380	11002271	EVIDENCE BAGS	01/13/12	220654	149.00-
EVIDENT INC Sum							149.00-
00001 FASTENAL COMPANY Sum	MSHAT135759	00120312	11002301	NUTS/WASHERS/SCREWS-CONSTR	01/13/12	220657	161.90-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FASTENAL COMPANY							
Sum							
00001 FEDERAL EXPRESS	7-747-79994	00120700	11002476	SERV 12/27/11 MYERS-M/ADM	01/13/12	220658	161.90-
FEDERAL EXPRESS							20.35-
Sum							20.35-
00001 FORD, PHILLIP	PETTY CASH 1	00120454	11002290	PETTY CASH TRAFFIC/CONSTR	01/13/12	220661	297.46-
FORD, PHILLIP							297.46-
Sum							297.46-
00001 FORREST CTY CHANCERY CLK	BILLING #15	00120523	11002335	PYMT ARREARAGE HOUSING PRSNRS	01/13/12	220662	13,798.91-
FORREST CTY CHANCERY CLK							13,798.91-
Sum							20,211.00-
00001 FORREST CTY SUPERVISORS	'10 BYRNE GR	00120534	11002344	FORREST CTY SHARE BYRNE GRANT	01/13/12	220663	20,211.00-
FORREST CTY SUPERVISORS							20,211.00-
Sum							20,211.00-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 1	00120537	11002353	EAP CHARGE 1/12	01/13/12	220664	1,785.00-
FORREST GENERAL HOSPITAL							1,785.00-
Sum							1,785.00-
00001 FUELMAN OF MS	BG127044 NP3	00120460	11002265	FUEL CHGS 12/12-18/11 POLICE	01/13/12	220665	240.21-
FUELMAN OF MS							240.21-
Sum							240.21-
00001 G & K SERVICES	1035221892	00120417	11002297	UNIFORMS/MOPS 12/06 ENGR	01/13/12	220667	8.90-
00001 G & K SERVICES	1035224063	00120417	11002298	UNIFORMS/MOPS 12/13 ENGR	01/13/12	220667	8.90-
00001 G & K SERVICES	1035226225	00120417	11002299	UNIFORMS/MOPS 12/20 ENGR	01/13/12	220667	8.90-
00001 G & K SERVICES	1035228392	00120417	11002300	UNIFORMS/MOPS 12/27 ENGR	01/13/12	220667	8.90-
G & K SERVICES							35.60-
Sum							35.60-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00120542	11002352	CAFE PLAN ADM FEES 12/11	01/13/12	220668	297.05-
G G A ADMINISTRATORS							297.05-
Sum							297.05-
00001 GREEN FOREST NURSERY INC	18333	00120018	11002415	VARI TREES FORESTRY PLANNING	01/13/12	220675	4,225.00-
GREEN FOREST NURSERY INC							4,225.00-
Sum							4,225.00-
00001 H'BURG AMERICAN	ACCT #1 H12998 37046	00120621	11002421	PROOFS PUBLICATION 11/11	01/13/12	220677	2,403.39-
H'BURG AMERICAN	ACCT #1						2,403.39-
Sum							2,403.39-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 H'BURG CLINIC PA (ACCT#2 Sum	1028000103	1	00120525	11002327 PRE-EMP PSY EXAMS-POLICE	01/13/12	220678	6,729.00-
H'BURG CLINIC PA (ACCT#2							6,729.00-
00001 H'BURG HYDRAULICS INC Sum	45663		00120368	11002445 REPR PTS U#7871 STREET	01/13/12	220680	324.55-
H'BURG HYDRAULICS INC							324.55-
00001 HATTEN, ERIC Sum		TRAVEL ADV 1	00120586	11002375 TRAV ADV-CMVCI CRSE MONTGOMRY	01/13/12	220685	349.00-
HATTEN, ERIC							349.00-
00001 HEALTHWORKS LLC 00001 HEALTHWORKS LLC Sum	2025000123 1 2025000123 1	00120508 00120573	11002328 11002367	PRE-EMP PHYSICALS-NEW HIRES PRE-EMP PHYSICAL JACOB BRYD	01/13/12 01/13/12	220688 220688	14,420.00- 515.00-
HEALTHWORKS LLC							14,935.00-
00001 HENSLEY, CHRIS Sum		TRAVEL ADV 1	00120585	11002376 TRAV ADV-CMVCI CRSE MONTGOMRY	01/13/12	220689	349.00-
HENSLEY, CHRIS							349.00-
00001 HILL, LEROY COFFEE CO IN 00001 HILL, LEROY COFFEE CO IN Sum	6693 6051	00120681 00120741	11002458 11002508	COFFEE SERV M/ADM COFFEE SERV M/ADM	01/13/12 01/13/12	220691 220691	68.44- 137.66-
HILL, LEROY COFFEE CO IN							206.10-
00001 HOOK-FAST SPECIALTIES IN Sum	258178	00120303	11002439	SERVICE AWARDS FIRE DEPT	01/13/12	220693	77.97-
HOOK-FAST SPECIALTIES IN							77.97-
00001 HOYLE, CHARLES (REFUNDS) Sum		SECURITY DET 02012189	11002504	SECURITY DETAIL RFD 1/10	01/13/12	220694	160.00-
HOYLE, CHARLES (REFUNDS)							160.00-
00001 HUGHES, SALLY W Sum	11-02	00120423	11002296	SERVS-FRONT ST SIDEWALK REHAB	01/13/12	220698	65.00-
HUGHES, SALLY W							65.00-
00001 ICE PLANT INC 00001 ICE PLANT INC Sum	0376855 0380609	00120529 00120529	11002336 11002337	BAGS/ICE 12/19 PUBLIC WORKS BAGS/ICE 1/04 PUBLIC WORKS	01/13/12 01/13/12	220700 220700	155.82- 169.54-
ICE PLANT INC							325.36-
00001 INGRAM EQUIPMENT CO LLC 00001 INGRAM EQUIPMENT CO LLC Sum	S8340-IN S8342-IN	00120576 00120576	11002451 11002452	REPRS U#17720 SANIT REPRS U#17727 SANIT	01/13/12 01/13/12	220701 220701	562.45- 432.50-
INGRAM EQUIPMENT CO LLC							

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Sum							
00001 INSTITUTE OF TRANSPORTAT	37920 THOMPS	00120734	11002489	2012 DUES-THOMPSON	01/13/12	220702	260.00-
Sum							
00001 INSTITUTE OF TRANSPORTAT	15610856	00120546	11002387	SECURITY 1/12 HILND CEM OFFC	01/13/12	220703	31.45-
Sum							
00001 INTERFACE SECURITY SYSTE	15610856	00120546	11002387	SECURITY 1/12 HILND CEM OFFC	01/13/12	220703	31.45-
Sum							
00001 INTL CODE COUNCIL (CERT	CERTIF RNWL-	00120452	11002334	ELEC INSP CERTIF RNWL-NEAL	01/13/12	220704	65.00-
Sum							
00001 IRBY, STUART C CO	S006404734.0	00119728	11002379	POWER SUPPLY TMC ROOM EQUIP	01/13/12	220706	3,360.66-
00001 IRBY, STUART C CO	S00645165.0	00120449	11002407	6V BATTERIES-TRAFFIC	01/13/12	220706	345.60-
00001 IRBY, STUART C CO	S006411835.0	00119777	11002416	ELEC SUPP 12/11 POLICE DEPT	01/13/12	220706	82.86-
00001 IRBY, STUART C CO	S006421182.0	00119777	11002417	ELEC SUPP 12/11 POLICE DEPT	01/13/12	220706	59.35-
Sum							
IRBY, STUART C CO							3,848.47-
Sum							
00001 JACKSON, JEREMY	TRAVEL ADV 1	00120587	11002377	TRAV ADV-CMVCI CRSE MONTGOMRY	01/13/12	220709	349.00-
Sum							
00001 JACKSON, JEREMY							349.00-
Sum							
00001 JOHNNY'S WRECKER SERVICE	19929	00120502	11002447	TOWING U#8242 STREET	01/13/12	220713	250.00-
Sum							
JOHNNY'S WRECKER SERVICE							250.00-
Sum							
00001 KENTWOOD SPRINGWATER	48441	00120408	11002272	DRINKING WATER POLICE DEPT	01/13/12	220715	200.75-
00001 KENTWOOD SPRINGWATER	38859	00120462	11002273	DRINKING WATER POLICE DEPT	01/13/12	220715	176.90-
00001 KENTWOOD SPRINGWATER	42614	00120462	11002274	DRINKING WATER POLICE DEPT	01/13/12	220715	264.35-
00001 KENTWOOD SPRINGWATER	34021	00120462	11002275	DRINKING WATER POLICE DEPT	01/13/12	220715	151.00-
00001 KENTWOOD SPRINGWATER	49272	00120799	11002534	DRINKING WATER POLICE DEPT	01/13/12	220715	153.05-
Sum							
KENTWOOD SPRINGWATER							956.05-
Sum							
00001 LAMAR AUTO SALVAGE INC	434185	00120370	11002406	DOOR U#11302 STREET	01/13/12	220717	250.00-
Sum							
LAMAR AUTO SALVAGE INC							250.00-
Sum							
00001 LAMAR CTY CHANCERY CLERK	RECORDING FE	00120622	11002425	RECORDING FEE MUN CLERK	01/13/12	220718	11.00-
Sum							
LAMAR CTY CHANCERY CLERK							11.00-
Sum							
00001 LANCASTER'S MACHINE & WE	20611	00120712	11002491	REPRS U#20611 STREET SWEEPER	01/13/12	220719	495.00-
00001 LANCASTER'S MACHINE & WE	20612	00120712	11002492	REPRS U#17722 GARBAGE TRUCK	01/13/12	220719	1,030.00-
Sum							
LANCASTER'S MACHINE & WE							1,525.00-

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LANCASTER'S MACHINE & WE Sum							1,575.00-
00001 LIBERTY FLAG & SPECIALTY	11110215	00119507	11002414	FLAGPOLE/FLAG PUBLIC WORKS	01/13/12	220720	1,583.75-
LIBERTY FLAG & SPECIALTY Sum							1,583.75-
00001 LOWE'S OF HATTIESBURG IN	935827	00120305	11002313	PATIO STONES K-9 KENNEL	01/13/12	220722	127.00-
00001 LOWE'S OF HATTIESBURG IN	936920	00120039	11002314	GRILLS/PROPANE #1 FIRE STA	01/13/12	220722	365.59-
00001 LOWE'S OF HATTIESBURG IN	967041	00119865	11002315	HAND TOOLS-CONSTR	01/13/12	220722	397.10-
00001 LOWE'S OF HATTIESBURG IN	972836	00118848	11002316	SHELVING-CONSTR STORAGE ROOM	01/13/12	220722	635.68-
00001 LOWE'S OF HATTIESBURG IN	936616	00119806	11002317	CHRISTMAS LIGHTS TOWN PARK	01/13/12	220722	599.25-
00001 LOWE'S OF HATTIESBURG IN	953095	00120065	11002318	HAND TOOLS AIRPORT MAINT	01/13/12	220722	283.37-
LOWE'S OF HATTIESBURG IN Sum							2,408.99-
00001 M B C - L E O	REG-DUPREE 1	00120663	11002461	REG-DUPREE-CONF-JACKSON	01/13/12	220723	100.00-
M B C - L E O Sum							100.00-
00001 MAULDIN COMPANY	103572	00120499	11002490	REPR PTS U#8629 STREET	01/13/12	220724	278.80-
MAULDIN COMPANY Sum							278.80-
00001 MCCAIN UNIFORMS	210159-1	00117797	11002360	UNIFORM PANTS-STOCK-POLICE	01/13/12	220725	122.00-
00001 MCCAIN UNIFORMS	210496-1	00117797	11002361	UNIFORM PANTS-STOCK-POLICE	01/13/12	220725	915.00-
00001 MCCAIN UNIFORMS	217844-1	00117797	11002362	UNIFORM PANTS-STOCK-POLICE	01/13/12	220725	183.00-
00001 MCCAIN UNIFORMS	205463-1	00115527	11002429	UNIFORM SHIRTS-STOCK-POLICE	01/13/12	220725	832.50-
00001 MCCAIN UNIFORMS	206017-1	00115527	11002430	UNIFORM PANTS-STOCK-POLICE	01/13/12	220725	671.00-
00001 MCCAIN UNIFORMS	208056-1	00115527	11002431	UNIFORM PANTS-STOCK-POLICE	01/13/12	220725	366.00-
00001 MCCAIN UNIFORMS	218638-1	00115527	11002432	UNIFORM PANTS-STOCK-POLICE	01/13/12	220725	488.00-
00001 MCCAIN UNIFORMS	210157-1	00117903	11002433	UNIFORMS-LATERALS-POLICE	01/13/12	220725	223.75-
00001 MCCAIN UNIFORMS	218635-1	00117903	11002434	UNIFORM PANTS-LATERALS-POLICE	01/13/12	220725	915.00-
MCCAIN UNIFORMS Sum							4,716.25-
00001 MCELHANEY PLUMBING INC	188999	00118974	11002341	HARDWARE SUPP 11/11 POLICE	01/13/12	220726	53.23-
00001 MCELHANEY PLUMBING INC	189000	00119778	11002342	HARDWARE SUPP 12/11 POLICE	01/13/12	220726	148.81-
00001 MCELHANEY PLUMBING INC	192013	00120540	11002396	PIPE SUBP-STORAGE ROOM-DEPOT	01/13/12	220726	73.83-
00001 MCELHANEY PLUMBING INC	191682	00120371	11002496	ICE MACHINE PUBLIC WORKS	01/13/12	220726	75.75-
MCELHANEY PLUMBING INC Sum							351.62-
00001 METRO CRIMESTOPPERS INC	01/03/12	02011167	11002251	CITY COURT COSTS 12/2011	01/03/12	15320	1,802.32-
METRO CRIMESTOPPERS INC Sum							1,802.32-
00001 MID SOUTH UNIFORM & SUPP	473048	00117615	11002266	SPORT SHIRTS-BYRD/RUPLE	01/13/12	220728	560.00-
00001 MID SOUTH UNIFORM & SUPP	473049	00117667	11002267	NET SHIRTS-REED	01/13/12	220728	398.46-
00001 MID SOUTH UNIFORM & SUPP	473044	00117754	11002268	STRIKE TEAM SHIRTS	01/13/12	220728	400.00-

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MID SOUTH UNIFORM & SUPP Sum	00001 MID SOUTH UNIFORM & SUPP 473322 00001 MID SOUTH UNIFORM & SUPP 473115 00001 MID SOUTH UNIFORM & SUPP 473759	00119986 00120381 00120263	11002269 11002363 11002436	UNIFORM TIES-STOCK-POLICE BDU TROUSERS-STOCK-POLICE GARRISON BELTS-RECRUIT CLASS	01/13/12 01/13/12 01/13/12	220728 220728 220728	108.00- 363.75- 930.96-
MID SOUTH UNIFORM & SUPP Sum							2,761.17-
00001 MINOR, JAMES MINOR, JAMES Sum	TRAV ADVANCE	00120644	11002454	TRAV ADV-FORESTRY CONF-JACKSN	01/13/12	220731	156.00-
00001 MOLLY MAID MOLLY MAID Sum	SERVS 1/12 C	00120547	11002388	SERVS 1/12 HILND CEM OFFICE	01/13/12	220732	156.00- 245.00- 245.00-
00001 MOTOR VEHICLE INSPECTION MOTOR VEHICLE INSPECTION Sum	1845 GENERAL	00120787	11002514	INSPECTION STICKERS VARI UNTS	01/13/12	220733	270.00- 270.00- 270.00-
00001 MS DEPT OF INFORMATION T MS DEPT OF INFORMATION T Sum	IN 601 COZ27	02012174	11002309	MCIC MAINT 12/11 POLICE	01/13/12	220734	224.00- 224.00- 224.00-
00001 MS DEPT OF PUBLIC SFTY/C MS DEPT OF PUBLIC SFTY/C Sum	01/04/12	02012179	11002319	FINE COLLECTIONS 12/11	01/04/12	15325	123.02- 123.02- 123.02-
00001 MS ECONOMIC DEVELOPMENT 00001 MS ECONOMIC DEVELOPMENT Sum	MBRSH-P-DUPRE REG-DUPREE 2	00120696 00120696	11002459 11002460	MBRSH PEE-MAYOR DUPREE REG-DUPREE-CONF-JACKSON	01/13/12 01/13/12	220735 220735	185.00- 175.00- 360.00-
00001 MS EMBROIDERY COMPANY MS EMBROIDERY COMPANY Sum	6928	00119849	11002485	SHIRTS/HATS-MORSE/FONTAINE	01/13/12	220736	546.00- 546.00- 546.00-
00001 MS MUNICIPAL LEAGUE MS MUNICIPAL LEAGUE Sum	REG-DUPREE 3	00120660	11002462	REG-DUPREE-YTH SUMMIT-STARKVL	01/13/12	220737	20.00- 20.00- 20.00-
00001 MS MUSIC INC MS MUSIC INC Sum	546012	00120654	11002424	SOUND SYS VETERANS DAY PROG	01/13/12	220738	275.00- 275.00- 275.00-
00001 MS POLICE SUPPLY CO INC MS POLICE SUPPLY CO INC Sum	11561	00120121	11002270	DUTY GEAR-NEW RECRUIT CLASS	01/13/12	220739	2,415.00- 2,415.00- 2,415.00-

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00001 MS POWER COMPANY	1/12 GENERAL	00020127	11002530	MONTHLY ELEC-GENERAL	01/13/12	220740	5,673.85-
MS POWER COMPANY							5,673.85-
Sum							
00001 MS STATE/SECRETARY OF ST		00120571	11002355	NOTARY APPL-EATON-MUN CLERK	01/13/12	220741	25.00-
MS STATE/SECRETARY OF ST							25.00-
Sum							
00001 MS STATE/TAX COMM/TAX EX	PO#120756 1/	00120756	11002529	TAG U#18250 ANIMAL CONTROL	01/13/12	220743	12.00-
MS STATE/TAX COMM/TAX EX							12.00-
Sum							
00001 MS STATE/TAX COMM/UNDERC	PO#120550 1/	00120550	11002365	TAG RNWL U#13471 POLICE	01/13/12	220744	16.00-
MS STATE/TAX COMM/UNDERC							16.00-
Sum							
00001 MS STATE/TREASURER/FINAN	01/03/12	02012168	11002255	FINE COLLECTIONS 12/2011	01/03/12	15324	44,145.94-
MS STATE/TREASURER/FINAN							44,145.94-
Sum							
00001 MS URBAN FOREST COUNCIL	REG-PARKER 2	00120642	11002456	REG-PARKER-CONF-JACKSON	01/13/12	220745	95.00-
00001 MS URBAN FOREST COUNCIL	REG-MINOR 2/	00120642	11002457	REG-MINOR-CONF-JACKSON	01/13/12	220745	95.00-
MS URBAN FOREST COUNCIL							190.00-
Sum							
00001 MYERS, EDGAR R	TRAVEL REIMB	00120554	11002354	EXPNS WINTER ED CONF JACKSON	01/13/12	220746	480.28-
MYERS, EDGAR R							480.28-
Sum							
00001 N & H ELECTRONIC DISTRIB	093881	00120456	11002385	HVAC TOOL GROUND STRAPS-CONST	01/13/12	220747	32.78-
N & H ELECTRONIC DISTRIB							32.78-
Sum							
00001 NAPA AUTO PARTS	457881	00120395	11002403	SHOP SUPP/TOOLS-FIRE MECHANIC	01/13/12	220753	197.18-
00001 NAPA AUTO PARTS	458369	00120493	11002404	REPR PTS U#13560/STOCK	01/13/12	220753	783.39-
00001 NAPA AUTO PARTS	458785	00120606	11002440	SHOP SUPP FIRE MECHANIC	01/13/12	220753	253.15-
00001 NAPA AUTO PARTS	458460	00120352	11002465	REPR PTS U#16237 STREET	01/13/12	220753	228.04-
00001 NAPA AUTO PARTS	458461	00120352	11002466	FUEL LINE-SHOP	01/13/12	220753	97.50-
00001 NAPA AUTO PARTS	458459	00120352	11002467	REPR PTS-STOCK-SANIT	01/13/12	220753	47.30-
00001 NAPA AUTO PARTS	458466	00120500	11002468	REPR PTS U#15142 STREET	01/13/12	220753	27.72-
00001 NAPA AUTO PARTS	458467	00120500	11002469	REPR PTS U#15142 STREET	01/13/12	220753	19.21-
00001 NAPA AUTO PARTS	458468	00120500	11002470	REPR PTS U#10809 STREET	01/13/12	220753	208.97-
00001 NAPA AUTO PARTS	458469	00120500	11002471	REPR PTS U#9700 STREET	01/13/12	220753	31.49-
00001 NAPA AUTO PARTS	458470	00120500	11002472	REPR PTS U#9700 STREET	01/13/12	220753	29.25-
00001 NAPA AUTO PARTS	458699	00120611	11002487	WATER COOLER U#13932 FIRE	01/13/12	220753	32.95-
NAPA AUTO PARTS							
Sum							1,956.15-

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NAYLOR, HENRY							
00001 NAYLOR, HENRY	TRAV ADVANCE	00120625	11002422	TRAV ADV-MBC/LEO/MML CNF-JKSN	01/13/12	220754	835.00-
Sum							835.00-
NEEL-SCHAFER INC							
00001 NEEL-SCHAFER INC	0999560-1	00120531	11002351	SERVS GORDON CRK MASTER PLAN	01/13/12	220757	5,437.53-
00001 NEEL-SCHAFER INC	0828501	00120600	11002397	SRVS 8/11 WESTERN BELTWAY MAP	01/13/12	220757	130.00-
00001 NEEL-SCHAFER INC	0999602	00120726	11002493	SERVS 11/11 TIGER III GRANT	01/13/12	220757	2,492.58-
00001 NEEL-SCHAFER INC	0999565	00120766	11002510	SRVS 11/11 ADA TRANSITION PLN	01/13/12	220757	10,723.45-
00001 NEEL-SCHAFER INC	0999095	00120767	11002511	SRVS 10/11 ADA TRANSITION PLN	01/13/12	220757	24,013.55-
00001 NEEL-SCHAFER INC	0998943	00120785	11002512	SERVS GORDON CRK MASTER PLAN	01/13/12	220757	4,000.00-
00001 NEEL-SCHAFER INC	0999560-2	00120785	11002513	SERVS GORDON CRK MASTER PLAN	01/13/12	220757	3,385.78-
00001 NEEL-SCHAFER INC	0999080-3	00120784	11002525	SERVS 10/11 TIGER III GRANT	01/13/12	220757	6,696.87-
Sum							56,849.76-
NEWELL PAPER COMPANY							
00001 NEWELL PAPER COMPANY	524007	00120429	11002330	JANIT SUPP P/F ACADEMY	01/13/12	220760	199.04-
00001 NEWELL PAPER COMPANY	524364	00120514	11002428	JANIT SUPP POLICE DEPT	01/13/12	220760	1,067.00-
Sum							1,266.04-
NORDAN SMITH WELDING SUP							
00001 NORDAN SMITH WELDING SUP	1051296	00120155	11002291	VARI OPER MATLS/SUPP-STREET	01/13/12	220762	235.75-
00001 NORDAN SMITH WELDING SUP	1050388	00120074	11002305	REPR PTS/SUPP-AIRPORT	01/13/12	220762	332.00-
00001 NORDAN SMITH WELDING SUP	1041892	00120623	11002437	MEDICAL OXYGEN FIRE DEPT	01/13/12	220762	17.00-
00001 NORDAN SMITH WELDING SUP	1052228	00120623	11002438	MEDICAL OXYGEN FIRE DEPT	01/13/12	220762	17.00-
00001 NORDAN SMITH WELDING SUP	1054456	00120699	11002484	CYL RENT 12/11 VARI DEPTS	01/13/12	220762	388.80-
00001 NORDAN SMITH WELDING SUP	1057868	00120324	11002526	WELDING SUPP-SHOP	01/13/12	220762	154.50-
Sum							1,255.05-
NORTH GATE MILITARY SURP							
00001 NORTH GATE MILITARY SURP	2641	00120458	11002283	NAME TAGS POLICE RECRUITS	01/13/12	220763	69.00-
Sum							69.00-
OFFICE DEPOT INC							
00001 OFFICE DEPOT INC	590502891001	00119836	11002263	COMPUTER SUPP-MPO	01/13/12	220764	120.74-
00001 OFFICE DEPOT INC	590502894001	00119836	11002264	COMPUTER SUPP-MPO	01/13/12	220764	10.95-
00001 OFFICE DEPOT INC	1424233880	00120318	11002282	PRINTER SUPP P/F ACADEMY	01/13/12	220764	79.52-
00001 OFFICE DEPOT INC	590720429001	00120215	11002284	CHAIRS #2 FIRE STA	01/13/12	220764	719.96-
00001 OFFICE DEPOT INC	590762011001	00119990	11002287	DESK CALENDARS-LAND CODE	01/13/12	220764	104.85-
00001 OFFICE DEPOT INC	1424256792	00120284	11002304	OFFICE SUPP ANIMAL CONTROL	01/13/12	220764	285.83-
00001 OFFICE DEPOT INC	1424988237	00120284	11002343	CREDIT INV#1424256792	01/13/12	220764	2.00
00001 OFFICE DEPOT INC	591881585001	00120419	11002395	COPY PAPER-PLANNING	01/13/12	220764	348.20-
00001 OFFICE DEPOT INC	591881517001	00120416	11002400	CD/DVD ENVELOPES POLICE DEPT	01/13/12	220764	60.20-
Sum							1,728.25-
OFFICE ENVIRONMENTS INC							
00001 OFFICE ENVIRONMENTS INC	090550	00119184	11002295	FLOOR LAMP-ENGR OFFICE	01/13/12	220765	150.00-
Sum							150.00-
OVERHEAD DOOR CO OF HBUR							
00001 OVERHEAD DOOR CO OF HBUR	59713	00120430	11002441	BAY DOOR REPR #6 FIRE STA	01/13/12	220767	988.00-

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OVERHEAD DOOR CO OF HBUR	59715	00120657	11002442	BAY DOOR REPR #2 FIRE STA	01/13/12	220767	208.80-
00001 OVERHEAD DOOR CO OF HBUR	59714	00120657	11002443	BAY DOOR REPR #4 FIRE STA	01/13/12	220767	162.50-
00001 OVERHEAD DOOR CO OF HBUR	59723	00119651	11002488	BAY DOOR REPR PTS #3 FIRE STA	01/13/12	220767	1,500.00-
OVERHEAD DOOR CO OF HBUR							2,859.30-
OWENS BUSINESS MACHINES	228532	00119928	11002347	PRINTER REPR MUN COURT	01/13/12	220768	299.00-
00001 OWENS BUSINESS MACHINES	229454	00120557	11002423	PRINTER TONER MUN COURT	01/13/12	220768	304.00-
00001 OWENS BUSINESS MACHINES	229415	00120749	11002516	COPIER MAINT 2012 MUSTIER ROOM	01/13/12	220768	720.00-
OWENS BUSINESS MACHINES							1,323.00-
P A C E HEAD START/W H J							30.00-
00001 P A C E HEAD START/W H J	PO#119711 1/	00119711	11002323	AD-ROYAL COURT CELEB BOOKLET	01/13/12	220769	20.00-
00001 P A C E HEAD START/W H J	PO#119711 AD	00120519	11002324	ADDL AD BAL DUE	01/13/12	220769	
P A C E HEAD START/W H J							50.00-
PALMER ELECTRIC INC	10896	00115283	11002474	CATERPILLAR GENERATOR P/WORKS	01/13/12	220770	3,950.00-
PALMER ELECTRIC INC							3,950.00-
PARKER, ANDY (USE 83107-							156.00-
00001 PARKER, ANDY (USE 83107-	TRAV ADVANCE	00120641	11002455	TRAV ADV-FORESTRY CONF-JACKSN	01/13/12	220771	
PARKER, ANDY (USE 83107-							156.00-
PEANUTS TOWING SERVICE	58827	00120407	11002279	TOWING CRIME SCENE VEHICLE	01/13/12	220772	100.00-
00001 PEANUTS TOWING SERVICE	58828	00120407	11002280	TOWING CRIME SCENE VEHICLE	01/13/12	220772	184.00-
00001 PEANUTS TOWING SERVICE	59379	00120496	11002281	TOWING POLICE UNIT	01/13/12	220772	65.00-
00001 PEANUTS TOWING SERVICE	59400	00120801	11002536	TOWING U#16651 POLICE	01/13/12	220772	65.00-
PEANUTS TOWING SERVICE							414.00-
PEARL RIVER VALLEY EPA	10210005 12/	00020127	11002501	MONTHLY 1/12 #8 FIRE STA	01/13/12	220773	544.47-
00001 PEARL RIVER VALLEY EPA	1/12 GENERAL	00020127	11002502	MONTHLY 1/12 PUBLIC SERVICES	01/13/12	220773	3,614.83-
PEARL RIVER VALLEY EPA							4,159.30-
PETAL AUTO PARTS INC	300576	00120144	11002366	WHEELS U#13471 POLICE	01/13/12	220774	215.00-
00001 PETAL AUTO PARTS INC	291068	00120144	11002390	CREDIT INV#290538	01/13/12	220774	50.00-
PETAL AUTO PARTS INC							165.00-
PIERCE PLUMBING INC	491405	00120392	11002278	REPR WTR LEAK ADM OFFICES	01/13/12	220775	328.23-
PIERCE PLUMBING INC							328.23-
PINE BELT OIL COMPANY IN	347575	00120412	11002256	GASOLINE,DIESEL-PUBLIC WORKS	01/13/12	220778	24,024.20-
00001 PINE BELT OIL COMPANY IN	542264	00120498	11002338	MONTHLY GAS CARDS PUBLIC WORKS	01/13/12	220778	425.98-

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PINE BELT OIL COMPANY IN Sum							81,246.89-
00001 PINE BELT OIL COMPANY IN	12/1-12/31 P	00120544	11002358	MINIT MART CHGS 12/11 POLICE	01/13/12	220778	6,329.41-
00001 PINE BELT OIL COMPANY IN	12/1-12/31 F	00120544	11002359	MINIT MART CHGS 12/11 FIRE	01/13/12	220778	1,638.77-
00001 PINE BELT OIL COMPANY IN	347567	00120521	11002420	GASOLINE, DIESEL-PUBLIC WORKS	01/13/12	220778	24,413.17-
00001 PINE BELT OIL COMPANY IN	350810	00120710	11002537	GASOLINE, DIESEL-PUBLIC WORKS	01/13/12	220778	24,415.36-
PINE BELT OIL COMPANY IN Sum							81,246.89-
00001 PITTMAN, JOHN T	PETTY CASH 1	00120797	11002531	PETTY CASH PUBLIC WORKS	01/13/12	220779	238.70-
PITTMAN, JOHN T Sum							288.70-
00001 PRO TRAVEL INC	AA/MTIDM DU	00120422	11002259	DUPREE-MAYORS CONF-WASHINGTON	01/13/12	220781	56.50-
PRO TRAVEL INC Sum							56.50-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00120539	11002356	LOBBYING RETAINER FEES 1/12	01/13/12	220782	3,000.00-
PRUITT GROUP, THE Sum							3,000.00-
00001 PURVIS AUTO COLLISION		2292	00120289	11002449 ACCIDENT REPRS U#15480 CONSTR	01/13/12	220784	1,245.00-
PURVIS AUTO COLLISION Sum							1,245.00-
00001 QUALITY ELECTRIC COMPANY	PO#120507 1/	00120507	11002527	ELEC SUPP-SHOP	01/13/12	220785	819.60-
QUALITY ELECTRIC COMPANY Sum							819.60-
00001 RJ YOUNG COMPANY		254724	00120510	11002339 COPIER RENT 11/28-12/28 ENGR	01/13/12	220789	333.32-
00001 RJ YOUNG COMPANY		255541	00120569	11002371 COPIER LEASE 11/28-12/28	01/13/12	220789	518.00-
00001 RJ YOUNG COMPANY		255243	00120738	11002486 COPIER MNT 11/26-12/26 ACDMY	01/13/12	220789	267.00-
RJ YOUNG COMPANY Sum							1,118.32-
00001 ROCKING C TRUCK & TRAILLE	1290026123(A	00119610	11002382	REPR PTS U#11911 STREET	01/13/12	220790	230.92-
00001 ROCKING C TRUCK & TRAILLE	1290026123(B	00120439	11002383	ADDL AMT DUE PO#119610	01/13/12	220790	75.00-
ROCKING C TRUCK & TRAILLE Sum							305.92-
00001 RODGERS, WILLIAM F JR	TRAV ADVANCE	00120786	11002519	TRAV ADV-ICC BRD MEETING-FLA	01/13/12	220791	238.38-
RODERS, WILLIAM F JR Sum							238.38-
00001 SACKS OUTDOOR SUPPLY	14632	00120609	11002435	CLOTH ALLOW-SHAPPELEY-POLICE	01/13/12	220794	39.99-
00001 SACKS OUTDOOR SUPPLY	14648	00120425	11002518	SHIRTS-FONTAINE/MORSE-POLICE	01/13/12	220794	171.88-
SACKS OUTDOOR SUPPLY Sum							211.87-

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SCOTTS HYDRAULIC SERVICE	10497	00120448	11002302	REPRS U#17729 SANIT	01/13/12	220796	320.00-
Sum							320.00-
00001 SHOWS DEARMAN & WAITS IN	16748	00120653	11002448	SERVS 11/27-12/31 WTR MAP	01/13/12	220801	1,500.00-
Sum							1,500.00-
SHOWS DEARMAN & WAITS IN							1,500.00-
00001 SIGNS FIRST	H-35129	00119178	11002260	BANNERS-MID TOWN MEETING 11/5	01/13/12	220802	121.00-
Sum							121.00-
SIGNS FIRST							121.00-
Sum							121.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 12/2/	02012194	11002532	POLICE FINES COLL.FEE	01/13/12	220804	472.13-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 12/2/	02012195	11002533	POLICE FINES COLL.FEE	01/13/12	220804	15.00-
Sum							487.13-
SOUTHERN FINANCIAL SYSTE							487.13-
Sum							487.13-
00001 SOUTHERN PINE ELECTRIC P	1/12 GENERAL	00020127	11002500	MONTHLY 1/12 PUBLIC SERVICES	01/13/12	220805	1,271.43-
Sum							1,271.43-
SOUTHERN PINE ELECTRIC P							1,271.43-
Sum							1,271.43-
00001 SOUTHERN PINES ANIMAL SH	1/12	00120603	11002411	HANDLING,HOUSING 1/12	01/13/12	220806	9,374.00-
Sum							9,374.00-
SOUTHERN PINES ANIMAL SH							9,374.00-
Sum							9,374.00-
00001 SOUTHERN TIRE MART LLC	11057021	00119568	11002306	TIRES U#16010 CEMETERY	01/13/12	220808	1,800.00-
00001 SOUTHERN TIRE MART LLC	11057407	00119568	11002307	TIRES U#11995 CEMETERY	01/13/12	220808	450.00-
Sum							2,250.00-
SOUTHERN TIRE MART LLC							2,250.00-
Sum							2,250.00-
00001 STANDARD OFFICE SUPPLY C	0019992-001	00120437	11002257	PRINTER/OFFICE SUPP-MUN COURT	01/13/12	220810	159.79-
00001 STANDARD OFFICE SUPPLY C	0019984-001	00117020	11002294	WOOL RUG-ENGR OFFICE	01/13/12	220810	145.70-
00001 STANDARD OFFICE SUPPLY C	0019925-001	00120320	11002345	NAME PLATE-CHEERY-MUN COURT	01/13/12	220810	10.00-
00001 STANDARD OFFICE SUPPLY C	0019838-001	00120320	11002346	CALENDARS-POLICE/MUN COURT	01/13/12	220810	256.75-
00001 STANDARD OFFICE SUPPLY C	0020001-001	00120450	11002348	OFFICE SUPP TAX DEPT	01/13/12	220810	129.18-
00001 STANDARD OFFICE SUPPLY C	0020125-001	00120501	11002399	OFFICE SUPP COURT/POLICE	01/13/12	220810	204.27-
00001 STANDARD OFFICE SUPPLY C	0020225-001	00120565	11002509	COPY PAPER-PURCHASING	01/13/12	220810	199.95-
Sum							1,105.64-
STANDARD OFFICE SUPPLY C							1,105.64-
Sum							1,105.64-
00001 SUNBELT FIRE INC	69378	00119390	11002372	AXES-FD TRAINING-ACADEMY	01/13/12	220813	172.56-
00001 SUNBELT FIRE INC	69379	00119390	11002373	SUPERVAC FAN-FD TRNG-ACADEMY	01/13/12	220813	1,749.00-
00001 SUNBELT FIRE INC	69377	00119390	11002374	LADDERS-FD TRNG-ACADEMY	01/13/12	220813	727.60-
00001 SUNBELT FIRE INC	70194	00119390	11002418	CREDIT RETURN	01/13/12	220813	178.56
00001 SUNBELT FIRE INC	70194	00119390	11002419	AXES-FD TRAINING P/F ACADEMY	01/13/12	220813	178.56-
Sum							2,649.16-
SUNBELT FIRE INC							2,649.16-
Sum							2,649.16-

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00001 THYSSENKRUPP ELEVATOR CO Sum	136078	00120414	11002308	MAINT 1/12 PINE ST GARAGE	01/13/12	220814	410.45-
THYSSENKRUPP ELEVATOR CO							410.45-
00001 TOUCHSTONE MOTOR SALES I Sum	PO#120574 1/	00120574	11002412	USED TRUCK U#18250 ANIMAL CTL	01/13/12	220815	9,850.00-
TOUCHSTONE MOTOR SALES I							9,850.00-
00001 TRACTOR SUPPLY Sum	200066873	00120073	11002497	CASTERS/RATCHET STRAPS-AIRPT	01/13/12	220816	65.94-
TRACTOR SUPPLY							65.94-
00001 TRUCK SERVICE & EQUIPMEN Sum	304764	00118819	11002292	REPRS U#7871 STREET	01/13/12	220817	2,583.84-
TRUCK SERVICE & EQUIPMEN	304985	00120242	11002523	REPRS U#12688 STREET	01/13/12	220817	3,370.86-
00001 TRUCK SERVICE & EQUIPMEN Sum							5,954.70-
00001 TRUSTMARK NATIONAL BANK/ Sum	18143/284011	02012173	11002254	GARBAGE CAN LEASE DUE 1/30/12	01/03/12	15323	23,186.40-
TRUSTMARK NATIONAL BANK/							23,186.40-
00001 U P S (CAROL STREAM IL) Sum	00008E1Y1552	00120463	11002277	SERVS 12/14,12/19 POLICE	01/13/12	220818	24.38-
U P S (CAROL STREAM IL)							24.38-
00001 UPTON ADVERTISING INC Sum	5438	00119738	11002464	BLACK CAPS-POLICE RECRUITS	01/13/12	220820	100.00-
UPTON ADVERTISING INC							100.00-
00001 V F W OF THE US Sum	PARKING SPAC	00120536	11002389	PARKING SPACES 1/12	01/13/12	220821	75.00-
V F W OF THE US							75.00-
00001 VETERINARY ASSOCIATES OF Sum	8575 143349	00120524	11002329	SERVS-EPO-POLICE K-9	01/13/12	220822	213.46-
VETERINARY ASSOCIATES OF	00001 VETERINARY ASSOCIATES OF 8575 143636	00120748	11002515	SERVS-BEAR-POLICE K-9	01/13/12	220822	62.36-
00001 VETERINARY ASSOCIATES OF	00001 VETERINARY ASSOCIATES OF 8575 143668	00120800	11002535	SERVS-NEKO-POLICE K-9	01/13/12	220822	61.22-
VETERINARY ASSOCIATES OF							337.04-
00001 VIDMIC INC Sum	20177	00116459	11002248	100 OFFICER WOEN VIDEO-UNITS	01/03/12	15317	70,000.00-
VIDMIC INC							70,000.00-
00001 VULCAN SIGNS Sum	211123	00120238	11002380	STOP SIGNS-STOCK-TRAFFIC	01/13/12	220824	2,310.00-
VULCAN SIGNS							2,310.00-

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WASTE MANAGEMENT OF SOUT Sum	00001 WASTE MANAGEMENT OF SOUT 0005091-2526	00120444	11002303	REFUSE DISPOSAL 12/1-15 SANIT	01/13/12	220828	10,531.62-
00001 WATERS INTERNATIONAL TRU	8-220050064	00120579	11002409	REPR PTS U#17727 SANIT	01/13/12	220829	43.28-
00001 WATERS INTERNATIONAL TRU	8-220100051	00120730	11002520	REPR PTS U#16007 STREET	01/13/12	220829	30.16-
00001 WATERS INTERNATIONAL TRU	8-220100051	00120730	11002521	REPR PTS U#17724 SANIT	01/13/12	220829	172.01-
00001 WATERS INTERNATIONAL TRU	8-220090072	00120684	11002522	REPRS U#16083 STREET	01/13/12	220829	1,347.14-
00001 WATERS INTERNATIONAL TRU	8-213530022	00120273	11002528	REPR PTS U#17731 SANIT	01/13/12	220829	321.75-
WATERS INTERNATIONAL TRU Sum							1,914.34-
00001 WATTS BROTHERS TRACTOR C	137184	00119427	11002413	PRICE DIFFERENCE PO#119099	01/13/12	220830	87.12-
WATTS BROTHERS TRACTOR C Sum							87.12-
00001 WEBSTER ELECTRIC COMPANY	FINAL PYMT D 00120807	11002538	FINAL PYMT D/T LIGHTS II, III		01/13/12	220834	4,968.08-
WEBSTER ELECTRIC COMPANY Sum							4,968.08-
00001 WHLT TV CBS 22	0405003139	00120736	11002477	ADV 11/28-12/25 FITKIDZ, PARKS	01/13/12	220836	120.00-
WHLT TV CBS 22 Sum							120.00-
00001 WILMUT GAS & OIL COMPAN 1/12 GENERAL	00020127	11002499	MONTHLY GAS-GENERAL		01/13/12	220838	2,580.96-
WILMUT GAS & OIL COMPAN Sum							2,580.96-
Sum							2,159,289.58-

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PARKS & RECREATION FUND 00002 AGRI-AFC LLC Sum	1024735		00120555	11000576 FERTILIZER-TATUM/TIMBERTON	01/13/12	220583	2,970.84-
AGRI-AFC LLC Sum							2,970.84-
00002 ALBRITTON CHAIN SAW & L 17627			00120662	11000599 CARBURETORS-VARI WEDEEATERS	01/13/12	220585	156.60-
ALBRITTON CHAIN SAW & L Sum							156.60-
00002 ANOINTED HANDS CLEANING 108			00120608	11000594 SERVICES 12/11 GRNDS MAINT	01/13/12	220589	250.00-
ANOINTED HANDS CLEANING Sum							250.00-
00002 B & B DISTRIBUTING CO 00002 B & B DISTRIBUTING CO 00002 B & B DISTRIBUTING CO	IN0108352 IN0108351 IN0108372	00120481 00120116 00120598	11000577 11000583 11000588	2 CYCLE OIL GRNDS MAINT UNITS RPLCMNT CHUTES-VARI MOWERS RPLCMNT WHEELS U14980,U14981	01/13/12 01/13/12 01/13/12	220600 220600 220600	189.78- 614.04- 598.00-
B & B DISTRIBUTING CO Sum							1,401.82-
00002 B S N SPORTS Sum	94417385	00120491	11000585	PITCHING RUBBER TATUM SOFTBAL	01/13/12	220601	75.00-
B S N SPORTS Sum							75.00-
00002 BENNETT'S LOCK & KEY SHO 61127		00120464	11000555	LOCKS/KEYS VARI FACILITIES	01/13/12	220604	419.50-
BENNETT'S LOCK & KEY SHO Sum							419.50-
00002 C SPIRE WIRELESS (CELLUL 11/23/11-12/ Sum		02012164	11000562	CELL SERV 12/11 PARKS & REC	01/13/12	220619	163.46-
C SPIRE WIRELESS (CELLUL Sum							163.46-
00002 CARQUEST AUTO PARTS STOR 2099-150225 00002 CARQUEST AUTO PARTS STOR 2099-150481		00120484 00120617	11000578 11000598	POWER STEERING FLUID JUMPER CABLES/TOOL SET	01/13/12 01/13/12	220621 220621	119.76- 187.24-
CARQUEST AUTO PARTS STOR Sum							307.00-
00002 CITY OF HATTIESBURG FUND 01/11/12		02012192	11000605	TRF 1ST 01/12 PAYROLL	01/11/12	35497	37,963.26-
CITY OF HATTIESBURG FUND Sum							37,963.26-
00002 COMMERCIAL STATIONERY CO 322963-0 00002 COMMERCIAL STATIONERY CO 322964-0 00002 COMMERCIAL STATIONERY CO 323119-0		00120306 00120306 00120389	11000552 11000553 11000554	OFFICE SUPP GRNDS MAINT OFFICE SUPP GRNDS MAINT FILE CABINETS/SHELVES	01/13/12 01/13/12 01/13/12	220636 220636 220636	452.59- 146.90- 486.45-
COMMERCIAL STATIONERY CO Sum							1,085.94-
00002 COMSOUTH 163623		00120406	11000559	RADIO BATTERY U#16288	01/13/12	220639	99.00-

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COMSOUTH Sum							
00002 ECONOMY SUPPLY CO	164245						
ECONOMY SUPPLY CO Sum							
00002 ELKINS WHOLESALE INC	128830-00						
ELKINS WHOLESALE INC Sum							
00002 ENVIRONMENTAL SERVICES L	184A111						
ENVIRONMENTAL SERVICES L Sum							
00002 FAIRLEY, WILLIAM	SPORTS SERV	02012188	11000602	SPORTS SUPPORT SERVICES	01/13/12	220656	240.00-
FAIRLEY, WILLIAM Sum							
00002 FASTENAL COMPANY	MSHAT135671						
FASTENAL COMPANY Sum							
00002 G & K SERVICES	10352218985	00120614	11000590	MATS 12/06 GRNDS MAINT	01/13/12	220667	3.58-
00002 G & K SERVICES	1035224066	00120614	11000591	MATS 12/13 GRNDS MAINT	01/13/12	220667	3.58-
00002 G & K SERVICES	1035226228	00120614	11000592	MATS 12/20 GRNDS MAINT	01/13/12	220667	3.58-
00002 G & K SERVICES	1035228395	00120614	11000593	MATS 12/27 GRNDS MAINT	01/13/12	220667	3.58-
G & K SERVICES Sum							14.32-
00002 GEORGE'S SPORTING GOODS	45855F/B-00	00120401	11000584	T SHIRTS SOFTBALL CHAMPIONS	01/13/12	220670	1,130.00-
00002 GEORGE'S SPORTING GOODS	45855F/C-00	00120590	11000595	T SHIRTS ADULT SOFTBALL LGUE	01/13/12	220670	1,046.25-
GEORGE'S SPORTING GOODS Sum							2,176.25-
00002 H'BURG YOUTH SOCCER ASSN	2011/2012 CO	00120633	11000596	2011/2012 CONTRACT	01/13/12	220681	10,000.00-
H'BURG YOUTH SOCCER ASSN Sum							10,000.00-
00002 HATTIESBURG CONVENTION C	KPZ CONTRACT	00120562	11000574	KPZ CONTRACT PYMT 12/11	01/13/12	220686	67,203.00-
HATTIESBURG CONVENTION C Sum							67,203.00-
00002 HUBERTS TRIM SHOP	291235	00120475	11000589	SEAT REPR U#6111 GRNDS MAINT	01/13/12	220696	380.00-
HUBERTS TRIM SHOP Sum							380.00-

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HUSSEY, AARON P Sum	PO#120615 1/	00120615	11000586	SCULPTURE BASE-KATZ PARK	01/13/12	220699	500.00-
00002 IRBY, STUART C CO Sum	S00645443000	00120445	11000581	ELEC SUPP KAMPER PK WALK TRL	01/13/12	220706	312.22-
IRBY, STUART C CO Sum	S16785	00119783	11000579	AWARD SHIRTS ADULT FALL SOCCR	01/13/12	220707	312.22-
J M H GRAPHICS Sum							332.50-
00002 JONES, SUSIE Sum	SENIOR CTR C	00120707	11000600	SENIOR CNTR PROGRAM COORD	01/13/12	220714	1,000.00-
JONES, SUSIE Sum							1,000.00-
00002 KIRKSEY, NANCY JONES Sum	SPORTS SERVS	02012188	11000603	SPORTS SUPPORT SERVICES	01/13/12	220716	250.00-
KIRKSEY, NANCY JONES Sum							250.00-
00002 LAMAR AUTO SALVAGE INC Sum	433957	00120279	11000582	DOOR ASSY U#6111 GRNDS MAINT	01/13/12	220717	150.00-
LAMAR AUTO SALVAGE INC Sum							150.00-
00002 LIBERTY FLAG & SPECIALTY Sum	10110298	00118988	11000567	RPLCMNT FLAGS-ALL PARKS	01/13/12	220720	728.75-
00002 LIBERTY FLAG & SPECIALTY	1011029(B)	00120512	11000568	ADDL FLAG PO#118988	01/13/12	220720	49.50-
LIBERTY FLAG & SPECIALTY Sum							778.25-
00002 LOWE'S OF HATTIESBURG IN Sum	941867	00119602	11000563	SANTA MAIL BOX	01/13/12	220722	58.00-
00002 LOWE'S OF HATTIESBURG IN	936564	00119760	11000564	CHRISTMAS DECOR GRNDS MAINT	01/13/12	220722	67.92-
00002 LOWE'S OF HATTIESBURG IN	935492	00119937	11000565	FAUX FIREPLACE GRNDS MAINT	01/13/12	220722	100.00-
LOWE'S OF HATTIESBURG IN Sum							225.92-
00002 MCELHANEY PLUMBING INC Sum	191611	00120424	11000557	PLUMB SUPP TATUM SOCCER	01/13/12	220726	35.75-
00002 MCELHANEY PLUMBING INC	191880	00120424	11000558	PLUMB SUPP TATUM SOCCER	01/13/12	220726	67.10-
MCELHANEY PLUMBING INC Sum							102.85-
00002 MIKE'S TIRE & WHEEL CO Sum	2158033	00120559	11000587	TIRES U#9621 GRNDS MAINT	01/13/12	220729	337.82-
MIKE'S TIRE & WHEEL CO Sum							337.82-
00002 MOTOR VEHICLE INSPECTION	1845 PKS/REG	00120787	11000606	INSPECTION STICKERS VARI UNITS	01/13/12	220733	12.00-
MOTOR VEHICLE INSPECTION							

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Sum							12.00-
00002 MS POWER COMPANY	1/12 PKS/REC	00020127	11000607	MONTHLY ELEC-PARKS & REC	01/13/12	220740	1,477.30-
MS POWER COMPANY							1,477.30-
Sum							147.62-
00002 NAPA AUTO PARTS	458465	00120500	11000597	REPR PTS U#13130 GRNDS MAINT	01/13/12	220753	147.62-
NAPA AUTO PARTS							147.62-
Sum							142.20-
00002 NEWELL PAPER COMPANY	523782	00120283	11000569	SOAP DISPENSERS VARI LOC	01/13/12	220760	142.20-
NEWELL PAPER COMPANY							142.20-
Sum							640.00-
00002 SANFORD, JOHN L JR INC	41970	00120148	11000570	BALLELD DIRT TIMBERTON/DAHMER	01/13/12	220795	640.00-
SANFORD, JOHN L JR INC							640.00-
Sum							38.25-
00002 SHERWIN-WILLIAMS FLOOR C	3732-9	00120138	11000580	FLOOR TILE TATUM PARK	01/13/12	220797	38.25-
SHERWIN-WILLIAMS FLOOR C							38.25-
Sum							258.35-
00002 SMITH, JIM SERVICES	815019	00120530	11000573	HEATER REPR TATUM PARK	01/13/12	220803	258.35-
SMITH, JIM SERVICES							258.35-
Sum							199.00-
00002 SOUTHERN PIPE & SUPPLY C	5362246-00	00120179	11000572	A/C REPR PTS UNETTA ST GYM	01/13/12	220807	199.00-
SOUTHERN PIPE & SUPPLY C							199.00-
Sum							358.00-
00002 STANDARD OFFICE SUPPLY C	0019261-001	00119441	11000571	CHAIRS-REC CENTER	01/13/12	220810	358.00-
STANDARD OFFICE SUPPLY C							358.00-
Sum							240.00-
00002 VINCENT, CALVIN JR	SPORTS SERV	02012188	11000604	SPORTS SUPPORT SERVICES	01/13/12	220823	240.00-
VINCENT, CALVIN JR							240.00-
Sum							12.68-
00002 WILLMUT GAS & OIL COMPAN	1/12 PKS/REC	00020127	11000601	MONTHLY GAS-PARKS & REC	01/13/12	220838	12.68-
WILLMUT GAS & OIL COMPAN							12.68-
Sum							133,760.07-

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HATT MUNICIPAL FIRE PROTECTION							
00005 A 1 FIRE EQUIPMENT	1265	00120098	11000016	FIRE SAFETY GLOVES	01/13/12	220579	3,410.00-
00005 A 1 FIRE EQUIPMENT	1264	00120171	11000017	LEATHER FIRE BOOTS	01/13/12	220579	450.00-
A 1 FIRE EQUIPMENT							
Sum							3,860.00-
00005 EMERGENCY EQUIPMENT PROF							
401809		00120222	11000015	HELMET BADGES	01/13/12	220650	320.60-
EMERGENCY EQUIPMENT PROF							
Sum							320.60-
00005 TRUSTMARK NATIONAL BANK/							
00028401107		02012186	11000018	FIRE TRUCK LEASE NOTE #33523	01/09/12	21562	14,340.60-
TRUSTMARK NATIONAL BANK/							
Sum							14,340.60-
Sum							
							18,521.20-

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PAYROLL FUND 00006 BROCK, JAMES (REFUNDS)	01/12/12	00201269	11000179	REFUND HEALTH INS W/H 01/12	01/12/12	15332	388.00-
BROCK, JAMES (REFUNDS) Sum							388.00-
Sum							388.00-

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WATER & SEWER OPERATION/MAINT.								
00009 A P G NEUROS		333	00112844	11000486	TURBO BLOWERS SOUTH LAGOON	01/13/12	220578	30,000.00-
A P G NEUROS								30,000.00-
Sum								
00009 AAMCO TRANS/AUTOMOTIVE S		123041	00120064	11000472	REPRS U#11520 TRANS	01/13/12	220580	435.70-
00009 AAMCO TRANS/AUTOMOTIVE S		123042	00120064	11000473	REPRS U#11912 TRANS	01/13/12	220580	1,569.99-
00009 AAMCO TRANS/AUTOMOTIVE S		123105	00120277	11000474	REPRS U#11912 TRANS	01/13/12	220580	495.50-
AAMCO TRANS/AUTOMOTIVE S								
Sum								2,501.19-
00009 AUTOMOTIVE GLASS SPECIAL		1135080	00118662	11000496	RPLCMNT WINDOW WTR OFFICE	01/13/12	220599	548.00-
AUTOMOTIVE GLASS SPECIAL								548.00-
Sum								
00009 BONNER ANALYTICAL TESTIN		48536	00120479	11000485	REPEATS 12/11 N&S LAGOONS	01/13/12	220608	133.50-
00009 BONNER ANALYTICAL TESTIN		48646	00120781	11000517	WTR SAMPLES EDWARDS/BARNES	01/13/12	220608	150.00-
00009 BONNER ANALYTICAL TESTIN		48619	00120781	11000518	SAMPLES-900 JAMES ST	01/13/12	220608	34.70-
00009 BONNER ANALYTICAL TESTIN		48621	00120781	11000519	REPEAT 12/11 SOUTH LAGOON	01/13/12	220608	85.00-
BONNER ANALYTICAL TESTIN								
Sum								403.20-
00009 BRUNINI		USA YEAST MD	00120541	11000493	SERVS-USA YEAST 11/11	01/13/12	220612	69,815.53-
BRUNINI								69,815.53-
Sum								
00009 C SPIRE WIRELESS (CELLUL		11/23/11-12/	02012164	11000480	CELL SERV 12/11 W&SO&M	01/13/12	220619	209.76-
C SPIRE WIRELESS (CELLUL								209.76-
Sum								
00009 CENTRAL PIPE SUPPLY INC		R61173	00120427	11000490	PLUMB SUPP SEWER DEPT	01/13/12	220623	366.84-
CENTRAL PIPE SUPPLY INC								366.84-
Sum								
00009 CERTIFIED LABORATORIES		597605	00120520	11000526	CHEMICALS-SEWER/LAGOON	01/13/12	220624	28,263.00-
CERTIFIED LABORATORIES								28,263.00-
Sum								
00009 CHAIN ELECTRIC COMPANY		18458	00118518	11000494	ELEC REPRS S LAGOON AERATORS	01/13/12	220625	7,170.00-
00009 CHAIN ELECTRIC COMPANY		16517	00120780	11000520	ELEC REPRS NORTH LAGOON	01/13/12	220625	325.67-
00009 CHAIN ELECTRIC COMPANY		15315	00120780	11000521	ELEC REPRS SOUTH LAGOON	01/13/12	220625	168.00-
00009 CHAIN ELECTRIC COMPANY		15319	00120780	11000522	ELEC REPRS VILLAGE LIFT STA	01/13/12	220625	130.00-
CHAIN ELECTRIC COMPANY								
Sum								7,793.67-
00009 CH2M HILL ENGINEERS INC		38111015173	00120671	11000506	CONSULTANT USA YEAST	01/13/12	220627	2,055.00-
CH2M HILL ENGINEERS INC								

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Sum							2,055.00-
00009 CITY OF HATTIESBURG FUND	01/11/12	02012192	11000515	TRF 1ST 01/12 PAYROLL	01/11/12	21563	68,250.45-
CITY OF HATTIESBURG FUND							68,250.45-
Sum							68,250.45-
00009 COAST CHLORINATOR & PUMP	56100	00120341	11000477	BARRIER OIL-SOUTH LAGOON VAC	01/13/12	220633	282.00-
00009 COAST CHLORINATOR & PUMP	56138	00120466	11000499	REPR REGULATORS PLT 1 & 2	01/13/12	220633	1,600.50-
COAST CHLORINATOR & PUMP							1,882.50-
Sum							1,882.50-
00009 COBURN'S SUPPLY CO INC	604508714	00120431	11000488	PLUMB SUPP-TRANS	01/13/12	220634	1,200.10-
COBURN'S SUPPLY CO INC							1,200.10-
Sum							1,200.10-
00009 D P C ENTERPRISES LP	21202678-11	00120077	11000492	CHEMICALS-LAGOONS	01/13/12	220643	2,182.50-
00009 D P C ENTERPRISES LP	21202765-11	00120350	11000501	CHEMICALS-SOUTH LAGOON	01/13/12	220643	4,719.00-
00009 D P C ENTERPRISES LP	21202773-11	00120350	11000502	CHEMICALS-NORTH LAGOON	01/13/12	220643	3,146.00-
D P C ENTERPRISES LP							10,047.50-
Sum							10,047.50-
00009 ECONOMY SUPPLY CO	164178	00120428	11000475	WET/DRY SHOP VAC-LAGOON	01/13/12	220648	124.95-
00009 ECONOMY SUPPLY CO	164116	00118551	11000503	PLUMB SUPP-LAGOON	01/13/12	220648	144.80-
ECONOMY SUPPLY CO							269.75-
Sum							269.75-
00009 FERGUSON WATERWORKS #257	1057735	00120372	11000470	PLUMB SUPP-STOCK-TRANS	01/13/12	220659	820.44-
00009 FERGUSON WATERWORKS #257	1054752	00119541	11000497	PLUMB SUPP-STOCK-TRANS	01/13/12	220659	1,490.95-
00009 FERGUSON WATERWORKS #257	1054752-1	00119541	11000498	PLUMB SUPP-STOCK-TRANS	01/13/12	220659	137.25-
FERGUSON WATERWORKS #257							2,448.64-
Sum							2,448.64-
00009 GILLILANDS ELECTRONICS S	51174	00120461	11000468	ALARM SYS WTR OFFICE 1-4/12	01/13/12	220672	90.00-
GILLILANDS ELECTRONICS S							90.00-
Sum							90.00-
00009 H'BURG HYDRAULICS INC	45662	00120278	11000500	REPR PTS U#15775 TRANS	01/13/12	220680	88.30-
H'BURG HYDRAULICS INC							88.30-
Sum							88.30-
00009 IRBY, STUART C CO	S006436184.0	00120239	11000484	ELEC SUPP VILLAGE LIFT STA	01/13/12	220706	198.44-
IRBY, STUART C CO							198.44-
Sum							198.44-
00009 LOWE'S OF HATTIESBURG IN	936828	00120060	11000481	MAILBOX POST PLT #2	01/13/12	220722	34.97-
00009 LOWE'S OF HATTIESBURG IN	967914	00120060	11000482	MAILBOX PLT #2	01/13/12	220722	24.97-
00009 LOWE'S OF HATTIESBURG IN	953009	00119992	11000483	TOOL BAG-LAGOON	01/13/12	220722	47.48-
Sum							198.44-

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LOWE'S OF HATTIESBURG IN Sum							107.42-
00009 MIKE'S TIRE & WHEEL CO	2157877	00120433	11000471	TIRES U#14712 TRANS	01/13/12	220729	303.90-
MIKE'S TIRE & WHEEL CO Sum							303.90-
00009 MOTOR VEHICLE INSPECTION	1845 W&SO&M	00120787	11000516	INSPECTION STICKERS VARI UNITS	01/13/12	220733	8.00-
MOTOR VEHICLE INSPECTION Sum							8.00-
00009 MS POWER COMPANY	1/12 W&SO&M	00020127	11000525	MONTHLY ELEC-W&SO&M	01/13/12	220740	28,579.45-
MS POWER COMPANY Sum							28,579.45-
00009 NAPA AUTO PARTS	458464	00120500	11000504	REPR PTS U#14712 TRANS	01/13/12	220753	51.76-
00009 NAPA AUTO PARTS	458463	00120500	11000505	REPR PTS U#14702 SEWER	01/13/12	220753	7.21-
NAPA AUTO PARTS Sum							58.97-
00009 NEEL-SCHAEFFER INC	0997676	00120723	11000508	SERVS 8/11 USA YEAST/SLUDGE	01/13/12	220757	883.05-
00009 NEEL-SCHAEFFER INC	0999598	00120723	11000510	SERVS 11/11 USA YEAST/SLUDGE	01/13/12	220757	2,344.07-
00009 NEEL-SCHAEFFER INC	0999080-1	00120783	11000523	SERVS 10/11 USA YEAST/SLUDGE	01/13/12	220757	820.26-
NEEL-SCHAEFFER INC Sum							4,047.38-
00009 NORDAN SMITH WELDING SUP	1054456 W&SO	00120699	11000507	CYL RENT 12/11 SEWER	01/13/12	220762	39.00-
NORDAN SMITH WELDING SUP Sum							39.00-
00009 PEANUTS TOWING SERVICE	58568	00120088	11000491	TOWING U#12686 SEWER	01/13/12	220772	150.00-
PEANUTS TOWING SERVICE Sum							150.00-
00009 PEARL RIVER VALLEY EPA	1/12 W&SO&M	00020127	11000514	MONTHLY 1/12 PUBLIC SERVICES	01/13/12	220773	752.51-
PEARL RIVER VALLEY EPA Sum							752.51-
00009 PINE BELT INDUSTRIAL SUP	4098876-01	00119996	11000476	PUMP EQUIP PTS PLT #1	01/13/12	220777	118.21-
PINE BELT INDUSTRIAL SUP Sum							118.21-
00009 PUMP AND CONTROL SERVICE	380	00120347	11000478	REPRS/MAINT S LAGOON 12/19-22	01/13/12	220783	3,200.00-
00009 PUMP AND CONTROL SERVICE	382	00120349	11000524	MAINT/REPRS S LAGOON 1/3-6	01/13/12	220783	3,200.00-
PUMP AND CONTROL SERVICE Sum							6,400.00-

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00009 RAWLS SPRINGS UTILITY DI	SWR BILLING	00120415	11000469	SEWER BILLING REPORT 11/11	01/13/12	220787	158.00-
Sum							158.00-
00009 SOUTHERN PINE ELECTRIC P	1/12 W&SO&M	00020127	11000513	MONTHLY 1/12 PUBLIC SERVICES	01/13/12	220805	666.57-
Sum							666.57-
00009 U S POSTMASTER-POSTAGE (	PERMIT#213 1	00120538	11000487	1/12 POSTAGE WTR OFFICE	01/13/12	220819	3,500.00-
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00120591	11000495	PRIVILEGE FEES WTR OFFICE	01/13/12	220819	190.00-
Sum							3,690.00-
00009 WARREN PAVING INC	9980MB	00120247	11000511	CRUSHED CONCRETE PUBLIC WORKS	01/13/12	220827	2,500.47-
Sum							2,500.47-
00009 WILLMUT GAS & OIL COMPAN	1/12 W&SO&M	00020127	11000512	MONTHLY GAS-W&SO&M	01/13/12	220838	508.69-
Sum							508.69-
00009 1ST SOURCE SERVALL	LB840765	00119955	11000489	HEATER REPR PTS-PAUL HOFFER	01/13/12	220840	80.72-
Sum							80.72-
1ST SOURCE SERVALL							80.72-
Sum							274,601.16-

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WATER & SEWER B & I 00010 PEOPLES BANK (C/O TRUSTM	3174-P&I-200	02012184	11000001	DEBT SERV PAY-'09 W&S G/O	01/10/12	35495	507,621.25-
PEOPLES BANK (C/O TRUSTM							507,621.25-
Sum							507,621.25-

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WATER & SEWER FUND 00011 ALEXANDER, ROBERT	METER DEP RF 02012181	11000288	METER DEPOSIT REFUND	01/13/12	220584	3.56-	
ALEXANDER, ROBERT Sum						3.56-	
00011 ALTER METAL RECYCLING-H'	METER DEP RF 02012181	11000282	METER DEPOSIT REFUND	01/13/12	220586	25.28-	
ALTER METAL RECYCLING-H' Sum						25.28-	
00011 BARNES, TERESA R	METER DEP RF 02012178	11000264	METER DEPOSIT REFUND	01/13/12	220603	13.58-	
BARNES, TERESA R Sum						13.58-	
00011 BEVERLY HILLS HOMES	METER DEP RF 02012181	11000283	METER DEPOSIT REFUND	01/13/12	220606	10.12-	
BEVERLY HILLS HOMES Sum						10.12-	
00011 BROOKTER, RAYMOND C	METER DEP RF 02012181	11000290	METER DEPOSIT REFUND	01/13/12	220610	44.24-	
BROOKTER, RAYMOND C Sum						44.24-	
00011 BROWN, GLORIA A	METER DEP RF 02012181	11000277	METER DEPOSIT REFUND	01/13/12	220611	5.00-	
BROWN, GLORIA A Sum						5.00-	
00011 BURKETT, ALICE	METER DEP RF 02012178	11000263	METER DEPOSIT REFUND	01/13/12	220613	35.15-	
BURKETT, ALICE Sum						35.15-	
00011 BUTTS, DAVID	METER DEP RF 02012181	11000289	METER DEPOSIT REFUND	01/13/12	220616	55.35-	
BUTTS, DAVID Sum						55.35-	
00011 CARPENTER, GREG A	METER DEP RF 02012181	11000271	METER DEPOSIT REFUND	01/13/12	220620	75.00-	
CARPENTER, GREG A Sum						75.00-	
00011 CITY OF HATTIESBURG FUND	01/03/12	02012175	11000253	DECEMBER WATER DIST IN JANUARY	01/03/12	35482	282,830.06-
CITY OF HATTIESBURG FUND Sum							282,830.06-
00011 CUNNINGHAM, DWIGHT E	METER DEP RF 02012178	11000261	METER DEPOSIT REFUND	01/13/12	220642	5.50-	
CUNNINGHAM, DWIGHT E Sum							5.50-
00011 GARRAWAY, VICKI	WATER RFD AC 02012186	11000294	WATER OVERPAYMENT RFD	01/13/12	220669	51.35-	

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GARRAWAY, VICKI Sum							
00011 GOINS, NANCY L				METER DEP RF 02012181 11000273 METER DEPOSIT REFUND	01/13/12	220673	5.65-
GOINS, NANCY L Sum							
00011 HABITAT FOR HUMANITY				METER DEP RF 02012178 11000255 METER DEPOSIT REFUND	01/13/12	220682	75.00-
HABITAT FOR HUMANITY Sum							
00011 HALL, SABRINA L				METER DEP RF 02012181 11000269 METER DEPOSIT REFUND	01/13/12	220683	75.00-
HALL, SABRINA L Sum							
00011 HALLMAN PROPERTY MGT				METER DEP RF 02012181 11000268 METER DEPOSIT REFUND	01/13/12	220684	75.00-
HALLMAN PROPERTY MGT Sum							
00011 HATTIESBURG HABITAT - 7				METER DEP RF 02012178 11000256 METER DEPOSIT REFUND	01/13/12	220687	75.00-
HATTIESBURG HABITAT - 7 Sum							
00011 HERRON, FORSCHA V				METER DEP RF 02012181 11000276 METER DEPOSIT REFUND	01/13/12	220690	13.71-
HERRON, FORSCHA V Sum							
00011 HINTON, DONDRA T				METER DEP RF 02012181 11000286 METER DEPOSIT REFUND	01/13/12	220692	2.08-
HINTON, DONDRA T Sum							
00011 HUGHES SUPPLY INC				METER DEP RF 02012181 11000293 METER DEPOSIT REFUND	01/13/12	220697	10.00-
HUGHES SUPPLY INC Sum							
00011 INVENTORY PROCUREMENT SE				METER DEP RF 02012178 11000260 METER DEPOSIT REFUND	01/13/12	220705	40.65-
INVENTORY PROCUREMENT SE Sum							
00011 JACKSON, CHELO T				METER DEP RF 02012178 11000265 METER DEPOSIT REFUND	01/13/12	220708	4.65-
JACKSON, CHELO T Sum							
00011 JERNIGAN, ALFRED G				METER DEP RF 02012181 11000274 METER DEPOSIT REFUND	01/13/12	220711	5.65-
JERNIGAN, ALFRED G							

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Sum									
00011 MCINNIS, JAMES				METER DEP RF 02012178 11000257 METER DEPOSIT REFUND	01/13/12	220727	43.06-		
Sum							43.06-		
MCINNIS, JAMES									
00011 MILSAP, LASHONDA				METER DEP RF 02012181 11000284 METER DEPOSIT REFUND	01/13/12	220730	8.71-		
Sum							8.71-		
MILSAP, LASHONDA									
00011 NABERS, ELLIS (CAMPBELL				METER DEP RF 02012181 11000281 METER DEPOSIT REFUND	01/13/12	220748	140.00-		
Sum							140.00-		
NABERS, ELLIS (CAMPBELL									
00011 NABERS, ELLIS (CAMPBELL				METER DEP RF 02012181 11000280 METER DEPOSIT REFUND	01/13/12	220749	32.00-		
Sum							32.00-		
NABERS, ELLIS (CAMPBELL									
00011 NABERS, ELLIS (CAMPBELL				METER DEP RF 02012181 11000279 METER DEPOSIT REFUND	01/13/12	220750	32.00-		
Sum							32.00-		
NABERS, ELLIS (CAMPBELL									
00011 NABERS, ELLIS (CAMPBELL				METER DEP RF 02012181 11000278 METER DEPOSIT REFUND	01/13/12	220751	154.50-		
Sum							154.50-		
NABERS, ELLIS (CAMPBELL									
00011 NEBLETT, ROBERT E SR				METER DEP RF 02012181 11000266 METER DEPOSIT REFUND	01/13/12	220755	75.00-		
Sum							75.00-		
NEBLETT, ROBERT E SR									
00011 NETWORK SERVICES (NSI)				10201490000 02012182 11000295 WATER COLLECTIONS FEES	01/13/12	220758	381.61-		
Sum							381.61-		
NETWORK SERVICES (NSI)									
00011 NEW DAY PROPHETIC MINIST				METER DEP RF 02012181 11000285 METER DEPOSIT REFUND	01/13/12	220759	57.01-		
Sum							57.01-		
NEW DAY PROPHETIC MINIST									
00011 RANDOLPH, TELISA M				METER DEP RF 02012181 11000287 METER DEPOSIT REFUND	01/13/12	220786	40.65-		
Sum							40.65-		
RANDOLPH, TELISA M									
00011 REI GROUP LLC MIDTOWN				METER DEP RF 02012181 11000267 METER DEPOSIT REFUND	01/13/12	220788	160.00-		
Sum							160.00-		
REI GROUP LLC MIDTOWN									
Sum							160.00-		

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RUSSAKOVSKY, ALEXANDER Sum	00011	00011	00011	METER DEP RF 02012181 11000275 METER DEPOSIT REFUND	01/13/12	220792	5.65-
SHOEMAKER PROPERTY 2804 Sum	00011	00011	00011	METER DEP RF 02012181 11000270 METER DEPOSIT REFUND	01/13/12	220798	75.00-
SPARKS, LENA Sum	00011	00011	00011	METER DEP RF 02012181 11000272 METER DEPOSIT REFUND	01/13/12	220809	5.65-
STRICKLAND, KENNETH Sum	00011	00011	00011	METER DEP RF 02012181 11000291 METER DEPOSIT REFUND	01/13/12	220811	40.65-
STRONG, WILBERT Sum	00011	00011	00011	METER DEP RF 02012178 11000262 METER DEPOSIT REFUND	01/13/12	220812	8.06-
WALTHALL DEVELOPMENT Sum	00011	00011	00011	METER DEP RF 02012178 11000254 METER DEPOSIT REFUND	01/13/12	220826	40.00-
WESLEY BRELAND REALTOR Sum	00011	00011	00011	METER DEP RF 02012181 11000292 METER DEPOSIT REFUND	01/13/12	220835	30.80-
WILLIAMS, JANIE R Sum	00011	00011	00011	METER DEP RF 02012178 11000258 METER DEPOSIT REFUND	01/13/12	220837	26.50-
ZELLER, WENDELL Sum	00011	00011	00011	METER DEP RF 02012178 11000259 METER DEPOSIT REFUND	01/13/12	220839	58.10-
Sum							284,951.53-

1999 TAX INCREMENT B&I
 00012 FIRST NATL BANK OF CLARK MS TAX INCMT 02012185 11000002 AGENT FEES-1999 TAX INCREMENT 01/10/12 35496 1,740.00-

FIRST NATL BANK OF CLARK
 Sum 1,740.00-

Sum 1,740.00-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	01/03/12	02012165	11000030	DECEMBER MILLAGE DIST JANUARY	01/03/12	35488	93,279.46-
00027 H'BURG PUBLIC SCHOOLS	01/03/12	02012165	11000031	DECEMBER MILLAGE DIST JANUARY	01/03/12	35489	10,228.22-
H'BURG PUBLIC SCHOOLS							103,507.68-
Sum							
00027 LIBRARY, THE	01/03/12	02012165	11000029	DECEMBER MILLAGE DIST JANUARY	01/03/12	35487	6,435.73-
LIBRARY, THE							6,435.73-
Sum							109,943.41-

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AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	INVOICE #6	00120675	11000013	SERVS 12/12 RUNWAY 31 DRNGE	01/13/12	220590	21,506.00-
00039 ARE CONSULTANTS INC	INVOICE #6 T	00120694	11000014	SRVS 11/11-1/03 TAXIWAY LTTES	01/13/12	220590	1,237.00-
ARE CONSULTANTS INC							
Sum							22,743.00-
00039 WEBSTER ELECTRIC COMPANY	APPL #4 TAXI	00120708	11000015	AIRPT TAXIWAY LIGHT UPGRADES	01/13/12	220833	47,631.78-
WEBSTER ELECTRIC COMPANY							
Sum							47,631.78-
Sum							70,374.78-

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MUNICIPAL ROAD & BRIDGE							
00072 DUNN ROADBUILDERS LLC	14505	00119905	11000096	ASPHALT-PATCHING	01/13/12	220646	303.52-
00072 DUNN ROADBUILDERS LLC	14515	00119905	11000097	ASPHALT-PATCHING	01/13/12	220646	454.72-
00072 DUNN ROADBUILDERS LLC	14539	00119905	11000098	ASPHALT-PATCHING	01/13/12	220646	480.48-
00072 DUNN ROADBUILDERS LLC	14554	00119905	11000099	ASPHALT-PATCHING	01/13/12	220646	455.84-
00072 DUNN ROADBUILDERS LLC	14575	00119905	11000100	ASPHALT-PATCHING	01/13/12	220646	738.08-
00072 DUNN ROADBUILDERS LLC	14587	00119905	11000101	ASPHALT-PATCHING	01/13/12	220646	192.64-
00072 DUNN ROADBUILDERS LLC	14603	00119905	11000102	ASPHALT-PATCHING	01/13/12	220646	585.20-
DUNN ROADBUILDERS LLC							
Sum							3,210.48-
NEEL-SCHAFFER INC							
00072 NEEL-SCHAFFER INC	0999564	00120725	11000109	SERVS 11/11 BONHOMIE/TATUM	01/13/12	220757	5,572.62-
00072 NEEL-SCHAFFER INC	EST#1 SAFE R	00120709	11000114	SERVS 7/1-8/31 SAFE ROUTES	01/13/12	220757	11,725.05-
00072 NEEL-SCHAFFER INC	EST#1 PEDEST	00120735	11000115	SERVS 6/1-8/31 PED CIR STUDY	01/13/12	220757	13,010.48-
NEEL-SCHAFFER INC							
Sum							30,308.15-
PRECISION CONSTRUCTION							
00072 PRECISION CONSTRUCTION	APPL #1 PEDE	00120752	11000116	SERVS-PEDESTRIAN CONNECTIONS	01/13/12	220780	55,400.20-
00072 PRECISION CONSTRUCTION	APPL #2 PEDE	00120752	11000117	SERVS-PEDESTRIAN CONNECTIONS	01/13/12	220780	33,012.50-
PRECISION CONSTRUCTION							
Sum							88,412.70-
SHOWS DEARMAN & WAITS IN							
00072 SHOWS DEARMAN & WAITS IN	16576	00120649	11000103	SERVS 7/24-8/27/11 HARDY ST	01/13/12	220801	4,500.00-
00072 SHOWS DEARMAN & WAITS IN	16635	00120649	11000104	SERVS 9/25-10/22/11 HARDY ST	01/13/12	220801	4,500.00-
00072 SHOWS DEARMAN & WAITS IN	16723	00120650	11000105	SERVS 11/27-12/31/11 34TH AVE	01/13/12	220801	3,077.40-
00072 SHOWS DEARMAN & WAITS IN	16750	00120652	11000106	SERVS PINEHILLS AND BYRON	01/13/12	220801	272.16-
00072 SHOWS DEARMAN & WAITS IN	16728	00120651	11000107	SERVS 11/27-12/31 PEDESTRIAN	01/13/12	220801	3,619.77-
SHOWS DEARMAN & WAITS IN							
Sum							15,969.33-
Sum							137,900.66-

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MASS TRANSIT FUND							
00073 BARDING GENERATOR & STAR	150451	00119661	11000149	REPR PTS U#16235	01/13/12	220602	195.00-
Sum							195.00-
BARDING GENERATOR & STAR							
Sum							195.00-
00073 C SPIRE WIRELESS (CELLUL	11/23/11-12/	02012164	11000147	CELL SERV 12/11 MASS TRANSIT	01/13/12	220619	49.68-
Sum							49.68-
C SPIRE WIRELESS (CELLUL							
Sum							49.68-
00073 CINTAS CORPORATION #J66	J66328493	00120543	11000151	UNIFORMS 12/07 DRIVERS	01/13/12	220628	50.00-
00073 CINTAS CORPORATION #J66	J66329233	00120543	11000152	UNIFORMS 12/14 DRIVERS	01/13/12	220628	50.00-
00073 CINTAS CORPORATION #J66	J66329979	00120543	11000153	UNIFORMS 12/21 DRIVERS	01/13/12	220628	50.00-
00073 CINTAS CORPORATION #J66	J66330712	00120543	11000154	UNIFORMS 12/28 DRIVERS	01/13/12	220628	50.00-
Sum							200.00-
CINTAS CORPORATION #J66							
Sum							200.00-
00073 CITY OF HATTIESBURG FUND	01/11/12	02012192	11000160	TRF 1ST 01/12 PAYROLL	01/11/12	15331	15,208.50-
Sum							15,208.50-
CITY OF HATTIESBURG FUND							
Sum							15,208.50-
00073 CUMMINS MID SOUTH LLC	003-26867	00120087	11000136	ALTERNATOR U#16234	01/13/12	220641	902.51-
00073 CUMMINS MID SOUTH LLC	003-27299	00120584	11000155	REPR PTS U#16234, U#16235	01/13/12	220641	475.00-
Sum							1,377.51-
CUMMINS MID SOUTH LLC							
Sum							1,377.51-
00073 EMPIRE TRUCK SALES (H'BU	RE006013840:	00120249	11000137	PTS/REPRS U#14953	01/13/12	220652	727.00-
Sum							727.00-
EMPIRE TRUCK SALES (H'BU							
Sum							727.00-
00073 G & K SERVICES	1035221875	00120494	11000138	UNIFORMS 12/06 MECHANICS	01/13/12	220667	8.00-
00073 G & K SERVICES	1035224046	00120494	11000139	UNIFORMS 12/13 MECHANICS	01/13/12	220667	8.00-
00073 G & K SERVICES	1035226208	00120494	11000140	UNIFORMS 12/20 MECHANICS	01/13/12	220667	8.00-
00073 G & K SERVICES	1035228375	00120494	11000141	UNIFORMS 12/27 MECHANICS	01/13/12	220667	8.00-
00073 G & K SERVICES	1035221898	00120495	11000142	MATS 12/06	01/13/12	220667	5.37-
00073 G & K SERVICES	1035224069	00120495	11000143	MATS 12/13	01/13/12	220667	5.37-
00073 G & K SERVICES	1035226231	00120495	11000144	MATS 12/20	01/13/12	220667	5.37-
00073 G & K SERVICES	1035228398	00120495	11000145	MATS 12/27	01/13/12	220667	5.37-
Sum							53.48-
G & K SERVICES							
Sum							53.48-
00073 GILLIG LLC	4779727	00120375	11000150	REPR PTS U#16235	01/13/12	220671	1,159.76-
Sum							1,159.76-
GILLIG LLC							
Sum							1,159.76-
00073 JERRY'S AUTOMOTIVE REPAIR	13788	00120017	11000157	REPR POWER STEERING U#16760	01/13/12	220712	68.40-
Sum							68.40-
JERRY'S AUTOMOTIVE REPAIR							
Sum							68.40-

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00073 LOWE'S OF HATTIESBURG IN	974759	00120066	11000148	HOSES/NOZZLES-SHOP WASH AREA	01/13/12	220722	136.94-
LOWE'S OF HATTIESBURG IN							136.94-
00073 MOTOR VEHICLE INSPECTION	1845 M TRANS	00120787	11000161	INSPECTION STICKERS VARI UNITS	01/13/12	220733	2.00-
MOTOR VEHICLE INSPECTION							2.00-
00073 NORDAN SMITH WELDING SUP	1054456 MASS	00120699	11000159	CYL RENT 12/11 MASS TRANSIT	01/13/12	220762	18.00-
NORDAN SMITH WELDING SUP							18.00-
00073 OLD RIVER TRUCK SALES IN	3213120037	00119278	11000158	REPLACE GLOW PLUG U#16760	01/13/12	220766	543.47-
OLD RIVER TRUCK SALES IN							543.47-
00073 RYAN MOTORS INC	189991	00120304	11000156	REPR PTS U#16761 & U#16759	01/13/12	220793	205.84-
RYAN MOTORS INC							205.84-
Sum							19,945.58-

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WATER&SEWER CONSTRUCTION FUND							
00075 HRG (HATTIESBURG RESOURC	011001-01-3	00120674	11000028	SERVS 10/11 TASK ORDER #1	01/13/12	220695	34,332.57-
00075 HRG (HATTIESBURG RESOURC	011001-01-4	00120674	11000029	SERVS 11/11 SOUTH LAGOON	01/13/12	220695	7,554.55-
00075 HRG (HATTIESBURG RESOURC	011001-02-3	00120737	11000047	SERVS 10/11 GORDON'S CREEK	01/13/12	220695	13,578.54-

HRG (HATTIESBURG RESOURC
Sum 55,465.66-

00075 SHOWS DEARMAN & WAITS IN	16701	00120692	11000027	SERVS 10/23-11/26 LEXINGTON	01/13/12	220801	705.00-
00075 SHOWS DEARMAN & WAITS IN	16726	00120680	11000030	SERVS 10/26-12/31 JAMES PLANT	01/13/12	220801	8,133.75-
00075 SHOWS DEARMAN & WAITS IN	16563	00120714	11000031	SERVS 7/24-8/27 H98 FIRELINES	01/13/12	220801	8,450.00-
00075 SHOWS DEARMAN & WAITS IN	16620	00120714	11000032	SERVS 8/21-9/24 H98 FIRELINES	01/13/12	220801	8,112.50-
00075 SHOWS DEARMAN & WAITS IN	16664	00120714	11000033	SERVS 9/25-10/22 H98 FIRELNS	01/13/12	220801	5,875.00-
00075 SHOWS DEARMAN & WAITS IN	16686	00120714	11000034	SERVS 10/23-11/26 H98 FIRELNS	01/13/12	220801	8,662.50-
00075 SHOWS DEARMAN & WAITS IN	16735	00120715	11000035	SERVS 11/27-12/31 H98 FIRELNS	01/13/12	220801	6,512.50-
00075 SHOWS DEARMAN & WAITS IN	16561	00120715	11000036	SERVS 7/24-9/27 H98 BOOSTER	01/13/12	220801	5,012.50-
00075 SHOWS DEARMAN & WAITS IN	16663	00120715	11000037	SERVS 9/25-10/22 H98 BOOSTER	01/13/12	220801	1,250.00-
00075 SHOWS DEARMAN & WAITS IN	16685	00120715	11000038	SERVS 10/23-11/26 H98 BOOSTER	01/13/12	220801	1,437.50-
00075 SHOWS DEARMAN & WAITS IN	16736	00120715	11000039	SERVS 11/27-12/27 H98 BOOSTER	01/13/12	220801	12,325.00-
00075 SHOWS DEARMAN & WAITS IN	16562	00120716	11000040	SERVS 7/24-8/27 H98 ELEV TANK	01/13/12	220801	6,187.50-
00075 SHOWS DEARMAN & WAITS IN	16684	00120716	11000041	SERVS 9/25-10/22 H98 ELEV TANK	01/13/12	220801	1,625.00-
00075 SHOWS DEARMAN & WAITS IN	16787	00120716	11000042	SERVS 10/23-11/26 H98 ELEV TANK	01/13/12	220801	4,000.00-
00075 SHOWS DEARMAN & WAITS IN	16665	00120717	11000043	SERVS 11/27-12/31 H98 ELEV TANK	01/13/12	220801	4,675.00-
00075 SHOWS DEARMAN & WAITS IN	16687	00120717	11000044	SERVS 9/25-12/22 VARI LOC	01/13/12	220801	5,137.50-
00075 SHOWS DEARMAN & WAITS IN	16733	00120717	11000045	SERVS 10/23-11/26 VARI LOC	01/13/12	220801	8,750.00-
00075 SHOWS DEARMAN & WAITS IN		00120717	11000046	SERVS 11/27-12/31 VARI LOC	01/13/12	220801	3,887.50-

SHOWS DEARMAN & WAITS IN
Sum 155,738.75-

Sum 211,204.41-

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COMMUNITY CENTERS' FUND							
00077 BURTON FAMILY REUNION (R							
CE ROY CNTR	02012191	11000157		DAMAGE DEPOSIT REFUND	01/13/12	220614	100.00-
Sum							100.00-
BURTON FAMILY REUNION (R							
Sum							100.00-
00077 C SPIRE WIRELESS (CELLUL	11/23/11-12/	02012164	11000150	CELL SERV 12/11 COMM CNTRS	01/13/12	220619	32.05-
Sum							32.05-
C SPIRE WIRELESS (CELLUL							
Sum							32.05-
00077 CITY OF HATTIESBURG FUND	01/11/12	02012192	11000161	TRF 1ST 01/12 PAYROLL	01/11/12	35497	13,363.08-
Sum							13,363.08-
CITY OF HATTIESBURG FUND							
Sum							13,363.08-
00077 FAIRLEY, BETTY (REFUNDS)	SHERRILL CNT	02012191	11000159	DAMAGE DEPOSIT REFUND	01/13/12	220655	100.00-
Sum							100.00-
FAIRLEY, BETTY (REFUNDS)							
Sum							100.00-
00077 HOYLE, CHARLES (REFUNDS)	CULTURAL CNT	02012191	11000160	DAMAGE DEPOSIT REFUND	01/13/12	220694	300.00-
Sum							300.00-
HOYLE, CHARLES (REFUNDS)							
Sum							300.00-
00077 JACKSON, ROOSEVELT III	815530	00120418	11000154	TOUCH-UP PAINT CE ROY CNTR	01/13/12	220710	1,784.00-
Sum							1,784.00-
JACKSON, ROOSEVELT III							
Sum							1,784.00-
00077 MCELHANEY PLUMBING INC	190228	00120262	11000155	HYDRANT REPR CE ROY CNTR	01/13/12	220726	484.00-
Sum							484.00-
MCELHANEY PLUMBING INC							
Sum							484.00-
00077 MS POWER COMPANY	1/12 COMM CN	00020127	11000162	MONTHLY ELEC-COMM CNTRS	01/13/12	220740	2,915.96-
Sum							2,915.96-
MS POWER COMPANY							
Sum							2,915.96-
00077 NEWELL PAPER COMPANY	523565	00119874	11000151	AIR FRESHNER COMM CNTRS	01/13/12	220760	225.00-
00077 NEWELL PAPER COMPANY	523916	00119874	11000152	AIR FRESHNER COMM CNTRS	01/13/12	220760	75.00-
00077 NEWELL PAPER COMPANY	523568	00120298	11000153	JANIT SUPP COMM CNTRS	01/13/12	220760	684.76-
Sum							984.76-
NEWELL PAPER COMPANY							
Sum							984.76-
00077 NICKENS, RHONDA (REFUNDS	CULTURAL CNT	02012191	11000158	DAMAGE DEPOSIT REFUND	01/13/12	220761	250.00-
Sum							250.00-
NICKENS, RHONDA (REFUNDS							
Sum							250.00-
00077 WILLMUT GAS & OIL COMPAN	1/12 COMM CN	00020127	11000156	MONTHLY GAS-COMM CNTRS	01/13/12	220838	1,127.76-
Sum							1,127.76-
WILLMUT GAS & OIL COMPAN							
Sum							1,127.76-

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COMMUNITY DEVELOP. BLOCK GRANT							
00082 ANOINTED HANDS CLEANING	12/27/11	00120588	11000099	AHC MICROENTERPR DRAW #1	01/05/12	35494	9,000.00-
ANOINTED HANDS CLEANING							9,000.00-
Sum							
00082 C SPIRE WIRELESS (CELLUL	11/23/11-12/	02012164	11000094	CELL SERV 12/11 CDBG	01/13/12	220619	32.05-
C SPIRE WIRELESS (CELLUL							32.05-
Sum							
00082 CITY OF HATTIESBURG FUND	01/11/12	02012192	11000100	TRF 1ST 01/12 PAYROLL	01/11/12	35498	5,793.78-
CITY OF HATTIESBURG FUND							5,793.78-
Sum							
00082 GLASS, CYNTHIA (CDBG)	1/3/12 COUNC	00120528	11000096	TEMP RELOC 12/26/11-1/25/12	01/05/12	35491	650.00-
GLASS, CYNTHIA (CDBG)							650.00-
Sum							
00082 J & J CONSTRUCTION	121 DRAW #4	00120526	11000095	CONSTRUCTION-714 WOODLAND CT	01/05/12	35490	4,275.00-
J & J CONSTRUCTION							4,275.00-
Sum							
00082 MOTOR VEHICLE INSPECTION	1845 CDBG 12	00120787	11000101	INSPECTION STICKERS VARI UNTS	01/13/12	220733	2.00-
MOTOR VEHICLE INSPECTION							2.00-
Sum							
00082 RJ YOUNG COMPANY	250730	00120804	11000102	COLOR METER OVRGE 8/14-11/14	01/13/12	220789	136.59-
RJ YOUNG COMPANY							136.59-
Sum							
00082 SMITH'S REMODELING	12/18/11 DRA	00120527	11000097	FOUNDATION,FRAMING	01/05/12	35492	12,000.00-
SMITH'S REMODELING							12,000.00-
Sum							
00082 SPIRITUAL WINGS MULTIMED	12/26/11 DRA	00120553	11000098	VARIOUS TECHNOLOGY PURCHASES	01/05/12	35493	14,660.05-
SPIRITUAL WINGS MULTIMED							14,660.05-
Sum							
Sum							46,549.47-

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INDUSTRIAL PARK DEVELOPMENT
00087 H'BURG CONVENTION COMMS REIMB DUP IN 00120545 11000004 REIMB DUP INSURANCE PYMT 01/13/12 220679 10,997.00-

H'BURG CONVENTION COMMS
Sum 10,997.00-

Sum 10,997.00-

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2008 GO NOTE-D/T LIGHTING							
00030 WEBSTER ELECTRIC COMPANY APPL #11 D/T	00120676	11000007	SERVS D/T	LIGHTING PH II, III	01/13/12	220831	15,388.42-
00090 WEBSTER ELECTRIC COMPANY APPL #12 D/T	00120807	11000009	APPL #12 D/T	LIGHTING II, III	01/13/12	220832	48,951.75-
WEBSTER ELECTRIC COMPANY							
Sum							64,340.17-
Sum							64,340.17-

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TIF CONSTRUCTION							
00091 BUTLER, SNOW, O'MARA, STEVE	024154.62305	00120669	11000001	BOND ISSUANCE-KOHL'S TIF	01/13/12	220615	21,015.40-
BUTLER, SNOW, O'MARA, STEVE							21,015.40-
Sum							
00091 FIRST NATL BANK OF CLARK	BOND ISSUANC	00120672	11000002	BOND ISSUANCE-KOHL'S TIF	01/13/12	220660	500.00-
FIRST NATL BANK OF CLARK							500.00-
Sum							
00091 GOVERNMENT CONSULTANTS I	BOND ISSUANC	00120668	11000003	BOND ISSUANCE-KOHL'S TIF	01/13/12	220674	10,000.00-
GOVERNMENT CONSULTANTS I							10,000.00-
Sum							
00091 MS STATE/STATE'S BOND AT	2009-161	00120670	11000004	BOND ISSUANCE-KOHL'S TIF	01/13/12	220742	500.00-
MS STATE/STATE'S BOND AT							500.00-
Sum							32,015.40-

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MDB CAPITAL PROJECT FUND							
00096 NEEL-SCHAFFER INC	0999563	00120490	11000013	SERVS CHAIN PARK PHASE III	01/13/12	220757	3,793.20-
NEEL-SCHAFFER INC							
Sum							3,793.20-
00096 WALTERS CONSTRUCTION CO	APPL #3	CHAI	00120802	11000014	CONSTR CHAIN PK PHASE III	01/13/12	220825
WALTERS CONSTRUCTION CO							
Sum							47,102.08-
Sum							50,895.28-

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2010 W&S GO BONDS 00099 C B DEVELOPERS INC Sum	EST#9 592 SE	00120693	11000027	SERVS 592 SEWER REHAB	01/13/12	220617	62,064.63-
C B DEVELOPERS INC Sum							62,064.63-
00099 GREENBRIAR DIGGING SERVI	EST#9 WESLEY	00120677	11000025	SERVS 11/28-12/31 WESLEY PLT	01/13/12	220676	45,177.50-
GREENBRIAR DIGGING SERVI Sum							45,177.50-
00099 PIERCON INC Sum	APPL #3 NORT	00120695	11000030	APPL #3 N LAGOON NEW CELLS	01/13/12	220776	424,350.00-
PIERCON INC Sum							424,350.00-
00099 SHOWS DEARMAN & WAITS IN	16725	00120679	11000026	SERVS WESLEY IRON TRTMT PLANT	01/13/12	220801	10,926.78-
00099 SHOWS DEARMAN & WAITS IN	16731	00120678	11000029	SERVS 11/27-12/31 NORTH LAGN	01/13/12	220801	5,362.50-
00099 SHOWS DEARMAN & WAITS IN	16730	00120719	11000031	SERVS 11/27-12/31 E 592 SEWER	01/13/12	220801	10,300.00-
00099 SHOWS DEARMAN & WAITS IN	16670	00120719	11000032	SERVS 9/25-10/22 E 592 SEWER	01/13/12	220801	11,775.00-
00099 SHOWS DEARMAN & WAITS IN	16669	00120722	11000033	SERVS 592 SEWER PROGRAM	01/13/12	220801	11,317.50-
SHOWS DEARMAN & WAITS IN Sum							49,681.78-
Sum							581,273.91-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 13, 2012

Page 48
Date - 01/12/12

Vendor

Invoice
Number

Purchase
Order

Claims
Number

Item
Description

Check
Date

Check
No.

Check
Amount

Grand Total Level
Sum

4,767,252.76-

CLAIMS DOCKET
ADDENDUM
PERIOD ENDING JANUARY 13, 2011

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
09	MS WATER & POLLUTION CONTROL	4077 OT	120819	528	REG FEE-LASSITER 2/12-2/17/12	1/12/12	21565	235.00

TOTAL 235.00

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, January 17, 2012

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

**Add Policy Agenda Items VI.-21, VI.-22 and VI-23 at the request of the
Administration as follows:**

2012-0466 Authorize Mayor to execute Request for Cash and Summary Support
Sheet No. 1 in the amount of \$2,000,000.00 in connection with Hub City
Lofts Project, CDBG Project #R-103-205-02-KED.

Attachments: Hub City Lofts Project CDBG Project #R-103-205-02-KED

2012-0468 Acknowledge receipt of proposal on January 6, 2012 and approve
proposal from Jimmy Gouras Urban Planning Consultants, Inc., for
Administrative Services in connection with the submittal of an application
for Economic Development Grant Funds under the Mississippi
Development Authority's Katrina Supplemental Community Development
Block Grant Program.

Attachments: Administrative Services - USA Yeast Grant Application

2012-0469 Acknowledge receipt of proposals on January 6, 2012 and approve
proposal from HRG, LLC for engineering services in connection with the
submittal of an application for Economic Development Grant Funds under
the Mississippi Development Authority's Katrina Supplemental
Community Development Block Grant Program.

Attachments: HRGRatingSheet
HRGEngineeringproposal



City of Hattiesburg, MS

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

Master

File Number: 2012-0466

File ID: 2012-0466

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 01/13/2012

Brief Title: Hub City Lofts Project CDBG Project
#R-103-205-02-KED Summary Support Sheet No. 1

Final Action: 01/17/2012

Minute Book Number:

Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$2,000,000.00 in connection with Hub City Lofts Project, CDBG Project #R-103-205-02-KED.

Notes:

Sponsors:

Enactment Date:

Attachments: Hub City Lofts Project CDBG Project
#R-103-205-02-KED

Enactment Number:

Contact:

Meeting Date: 01/17/2012

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 - Amendments to the Agenda	01/17/2012					
1	City Council	01/17/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$2,000,000.00 in connection with Hub City Lofts Project, CDBG Project #R-103-205-02-KED.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0466

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$2,000,000.00 in connection with Hub City Lofts Project, CDBG Project #R-103-205-02-KED.

Summary

Hub City Lofts Project CDBG Project #R-103-205-02-KED Summary Support Sheet No. 1

Budget Information

\$2,000,000.00 Grant Agreement

MEMO

DATE: January 9, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-103-205-02-KED
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. City of Hattiesburg
Invoice in the amount of \$2,000,000.00
For Acquisition expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 1" in the amount of \$2,000,000.00 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 1" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

Applicant:	City of Hattiesburg	Contract Number:	R-103-205-02-KED
Request for Cash Number:	1	Total Amount Requested:	\$ 2,000,000.00

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration Engineering		-		\$ -
Specific Line Items as Listed in the Budget:				
Application Preparation				
				\$ -
				\$ -
Acquisition	\$ 2,000,000.00	-	\$ -	\$ -
			\$ 2,000,000.00	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
				\$ -
				\$ -
Total Budget	\$ 2,000,000.00	-	\$ 2,000,000.00	\$ -

Total Funds Request to Date:		\$	2,000,000.00
Amount of Other Funds Expended to Date:		\$	0.00
CDBG Project Balance		\$	-
Period of Projected Cash Needs - Beginning:	January 1, 2012	Thru	January 31, 2012

TODAY'S DATE	1/9/2012	TOTAL CONTRACT BUDGET \$	2,000,000.00	Enter number from Cash Request.
CONTRACT BEGIN DATE (FROM CONTRACT)	1/20/2011	TOTAL AMOUNT SPENT TO DATE \$	2,000,000.00	Enter number from Cash Request.
CONTRACT END DATE (FROM CONTRACT)	12/20/2014	% TOTAL CONTRACT BUDGET SPENT	100.00%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	0.00%	
FINAL CONTRACT COMPLETION DATE	12/20/2014	CONSTRUCTION BUDGET AMOUNT \$	2,000,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	2,000,000.00	
% OF CONTRACT PERIOD ELAPSED	32.33%	% CONSTRUCTION BUDGET SPENT	100.00%	
% OF CONTRACT PERIOD REMAINING	67.67%			



City of Hattiesburg, MS

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

Master

File Number: 2012-0468

File ID: 2012-0468

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/13/2012

Brief Title: Administrative Services - USA Yeast Grant Application

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/15-16

Title: Acknowledge receipt of proposal on January 6, 2012 and approve proposal from Jimmy Gouras Urban Planning Consultants, Inc., for Administrative Services in connection with the submittal of an application for Economic Development Grant Funds under the Mississippi Development Authority's Katrina Supplemental Community Development Block Grant Program.

Notes:

Sponsors:

Enactment Date:

Attachments: Administrative Services - USA Yeast Grant Application

Enactment Number:

Contact:

Meeting Date: 01/17/2012

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 - Amendments to the Agenda	01/17/2012					
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Acknowledge receipt of proposal on January 6, 2012 and approve proposal from Jimmy Gouras Urban Planning Consultants, Inc., for Administrative Services in connection with the submittal of an application for Economic Development Grant Funds under the Mississippi Development Authority's Katrina Supplemental Community Development Block Grant Program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0468

Title

Acknowledge receipt of proposal on January 6, 2012 and approve proposal from Jimmy Gouras Urban Planning Consultants, Inc., for Administrative Services in connection with the submittal of an application for Economic Development Grant Funds under the Mississippi Development Authority's Katrina Supplemental Community Development Block Grant Program.

Summary

Administrative Services - USA Yeast Grant Application

**HATTIESBURG, MISSISSIPPI
RECOMMENDATION OF
PROCUREMENT SELECTION
COMMITTEE**

RE: Administrative Consultant (Type of Services)

Pursuant to HUD regulation entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments"; said regulation being referred to as the "Common Rule" and the Selection and Procurement Procedures for the City, the Committee, requested proposals for Administrative services.

The following proposals were received in the City Clerk's Office no later than 10:00 A. M. on Thursday, January 6, 2012. The Consultant Selection Committee met on 1/13/2012 to review the proposals received from the following firms and/or individuals:

1. Jimmy GOURAS CONSULTING
2. PILTZ, WILLIAMS, LAROSA
3. _____
4. _____
5. _____

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the highest number of points is deemed by this Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to _____. The firms that were evaluated are listed in order of the points assigned.

<u>Firm</u>	<u>Total Points</u>
<u>Jimmy GOURAS</u>	<u>295</u>
<u>PILTZ, WILLIAMS, LAROSA</u>	<u>260</u>
_____	_____
_____	_____
_____	_____

FRANKLYN TATE
Member Consultant Selection Committee

Brian M. Mullen
Member Consultant Selection Committee

Mark L. Dwyer
Member Consultant Selection Committee

Member Consultant Selection Committee

Member Consultant Selection Committee

MINUTES
PROCUREMENT SELECTION COMMITTEE

1/13/2012
Date

RE: Administrative Services

Members Present:

FRANKLYN TATE
MATT BOUTWELL
BERT KUYRKENDALL

The Committee reviewed 2 proposals submitted for the services referenced above using the following selection criteria for evaluation:

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications	40
Experience	40
Capacity for Performance (Work Force)	<u>20</u>
Total Points	100

The Committee members assigned points to each firm or individual based on a careful review of the content of the proposal. The firm receiving the highest number of points from each Committee member received one (1) vote from each member.

<u>Committee Member</u>	<u>Firm</u>	<u>Total Points</u>	<u>Vote</u>	<u>Total Votes</u>
<u>FRANKLYN TATE</u>	<u>Jimmy GOURAS</u>	<u>100</u>	<u>1</u>	<u>1</u>
<u>MATT BOUTWELL</u>	<u>Jimmy GOURAS</u>	<u>95</u>	<u>1</u>	<u>1</u>
<u>BERT KUYRKENDALL</u>	<u>Jimmy GOURAS</u>	<u>100</u>	<u>1</u>	<u>1</u>
				<u>3</u>

Based upon a tabulation of points, the proposal submitted by _____ received the highest number of votes.

Pursuant to the HUD regulation entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", said regulation being referred to as the "Common Rule" and the Selection and Procurement Procedures for the City, the Committee, therefore, recommends the selection of the firm of Jimmy GOURAS CORP. to perform Administrative Services.

FRANKLYN TATE
Member Consultant Selection Committee

[Signature]
Member Consultant Selection Committee

[Signature]
Member Consultant Selection Committee

Member Consultant Selection Committee

Member Consultant Selection Committee

DATE:

SELECTION OF:

CRITERIA

1. **QUALIFICATIONS** - Information reflecting qualifications of persons to be assigned to provide services

40

2. **EXPERIENCE** - Information regarding the experience of the firm particularly Community Development Programs. The information submitted should as a minimum include: (1) Type of Federal Program; (2) The amount of Federal funds; (3) Types of project activities undertaken; (4) The Request for Proposals request detailed information with regard to experience in specific areas pertinent to Federally assisted projects.

40

3. **CAPACITY FOR PERFORMANCE** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous record with regard to performance in Federally assisted programs.

20

TOTAL POINTS

100

NAME _____

CRITERIA

TOTAL POINTS

1 2 3

Jimmy Gouzas Consultants

40 40 20

100

PILTZ, WILLIAMS, LAROSA

35 30 20

85

=====

PLATE 10. *Continued*

.....

PAPERBACK **HARDCOVER** **EBOOK**

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◎ 北京 2008 年奥运会开幕式 2008 年 8 月 8 日晚 8 时，北京奥运会开幕式在鸟巢举行。开幕式上，中国健儿在奥运圣火中点燃了北京奥运会主火炬。北京奥运会开幕式在鸟巢举行，这是北京奥运会开幕式在鸟巢举行的第一次。北京奥运会开幕式在鸟巢举行，这是北京奥运会开幕式在鸟巢举行的第一次。

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www.elsevier.com/locate/bsc 0304-3980(2006)00000-0 © 2006 Elsevier B.V. All rights reserved.

Figure 1

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PLATE 10

[illegible]

Copyright © 2010 John Wiley & Sons, Ltd. *J. Forecast.* **30**, 1–16 (2011) DOI: 10.1002/for

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

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85

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REFERENCES

Abstract

www.elsevier.com/locate/jmb

—continued from page 13

본 연구는 2014년 12월 1일부터 2015년 11월 30일까지 1년간의 자료를 분석하였다. 연구기간 동안의 자료 수집은 2014년 12월 1일부터 2015년 11월 30일까지 1년간의 자료를 분석하였다. 연구기간 동안의 자료 수집은 2014년 12월 1일부터 2015년 11월 30일까지 1년간의 자료를 분석하였다.

www.ck12.org

2013年12月15日

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Keywords: *work engagement; organizational commitment; turnover intentions*

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2011年12月26日

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Source: U.S. Department of Commerce, Bureau of Economic Analysis, *Survey of Current Business*, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2

***** 800-368-5868 *****

Abstract

1-13-12

SELECTION OF: Administrative Services

CRITERIA

MAXIMUM POINTS

1. **QUALIFICATIONS** - Information reflecting qualifications of persons to be assigned to provide services 40
2. **EXPERIENCE** - Information regarding the experience of the firm particularly Community Development Programs. The information submitted should as a minimum include: (1) Type of Federal Program; (2) The amount of Federal funds; (3) Types of project activities undertaken; (4) The Request for Proposals request detailed information with regard to experience in specific areas pertinent to Federally assisted projects. 40
3. **CAPACITY FOR PERFORMANCE** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous record with regard to performance in Federally assisted programs. 20

TOTAL POINTS

100

[illegible]



***JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC.***

FILED

JAN 06 2012

***PROPOSAL FOR
ADMINISTRATIVE SERVICES
FOR***

EDDIE R. MYERS, CITY CLERK
Deputy Clerk

***COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM DISASTER ASSISTANCE PROGRAM***

THE CITY OF HATTIESBURG, MISSISSIPPI

JANUARY 6, 2012

SCOPE OF WORK

SCOPE OF WORK

The selected firm or individual shall be responsible for assisting the City and its agents in the preparation and subsequent program administration including management accounting, required reports to HUD and the State, implementation of applicable State and Federal laws, regulations and requirements, establishment and maintenance of a filing system, and serve as liaison between the City and the State.

Activities will include insuring compliance with all applicable State and Federal laws, regulations and procedures, particularly those of the Community Development Block Grant Program.

***QUALIFICATIONS OF PERSONS
TO BE PROVIDING SERVICES***

STAFF QUALIFICATIONS

Olie Blansett Elfer – Co-Owner of Jimmy G. Gouras UPC holds a Bachelor Degree of Science in English and a Master of Science Degree in Criminal Justice from the University of Southern Mississippi and has been with the company for 13 years. Ms. Elfer has extensive knowledge, involvement and management over 165 Community Development Block Grant Public Facilities and Economic Development Grants and has been an integral part in the administration of the City of Gulfport's Entitlement Program since 1997. She oversees a \$243 million dollar budget with 26 projects for the Harrison County Utility Authority while managing 20 Katrina Supplemental Community Development Block Grants since 2006. Ms. Elfer was instrumental in closing over 2,000 MDA Housing Assistance Program grants.

Ann Frazier – Co-Owner of Jimmy G. Gouras UPC attended Hinds Community College and Mississippi College and is a graduate of the Economic Development Institute of the University of Oklahoma. Ms. Frazier is instrumental in the preparation and administration of Community Development Block Grant Public Facility and Katrina Supplemental Community Development Block Grant Community Revitalization and Economic Development Projects. Ms. Frazier has over 30 years experience in federal programs with an emphasis on Community Development Block Grants. She previously worked for the Mississippi Development Authority for 25 years and has been employed with Jimmy G. Gouras UPC for five (5) years.

Michele Moore – Co-Owner Graduate of Mississippi Gulf Coast Community College – Business Administration and currently enrolled in Bachelor of Science Program for Business Administration at the University of Southern Mississippi. Mrs. Moore has over 12 years experience in dealing with Federal Disaster Recovery Programs through the Federal Emergency Management Agency and the Mississippi Development Authority. She currently manages over 30 Community Development projects; prepares grant applications for Public Facilities, US Fish and Wildlife Services, US Rural Development, CAP Loan and others. She has prepared over 110 Environmental Review Records for all CDBG Katrina Supplemental, Economic Development, Go Zone and Public Facility Projects.

J. William Williams – Associate Consultant currently serves as an Economic Development Specialist for Jimmy G. Gouras, Urban Planning Consultants, Inc. In that position, he represents developers, financial institutions, and governmental organizations. Mr. Williams' consulting focuses on Tax Increment Financing (TIF), New Market Tax Credits, Historic Preservation Tax Credits, Community Development Block Grants, Mississippi's Tourism Incentive Program, Mississippi's Economic Development Highway Program, Rural Development Grants and Loans, Energy Grants, as well as many other state and federal economic development programs. Bill also provides assistance to the company's clients with regard to structuring transactions to accomplishing the goals and objectives of the parties involved.

Prior to joining Jimmy G. Gouras, Urban Planning Consultants, Inc., Bill Williams practiced law throughout the Southeastern United States. He primarily concentrated in general corporate matters, commercial real estate, mergers and acquisitions, federal, state, and local taxation, estate planning, and exempt organizations. Bill currently has an AV Preeminent Martindale-Hubbell Peer Review Rating-the highest possible rating in both legal ability and ethical standards. This designation has been awarded only to approximately five percent of attorneys.

Elle Vicknair – Associate Consultant has extensive knowledge of public accounting and the State of Mississippi's Finance Laws and Regulations. Ms. Vicknair has over 6 years experience with Federal Disaster Recovery Programs for public entities. Ms. Vicknair plays a key role in accounting for project contracts and finance management.

Debra Tompkins – Bookkeeper is an 8-year member of our team and deals extensively with processing invoices and Request for Cash for over 125 projects in over 25 communities.

Lee Goss (Supervisor), Jackie McKay, and Tommy Alford – are Certified Payroll Clerks with our firm. Their main duties are to ensure compliance of certified payrolls from contractors, preparation of wage determinations, requests for additional wage classifications and compliance of Labor Standard Law.

Linda Way – Administrative Assistant has been employed with Jimmy G. Gouras UPC for 22 years. She plays a key role in preparation of proposals, invoice review, manages day-to-day operations of the office.

***RESUME
OF
OLIE BLANSETT ELFER***

OLIE BLANSETT ELFER
CO-OWNER, SENIOR CONSULTANT

Education

- 1995 University of Southern Mississippi, Bachelor of Science - English
- 1997 University of Southern Mississippi, Master of Science - Criminal Justice

Experience

February, 1997 - Present

Jimmy G. Gouras, Urban Planning Consultants, Inc., Vicksburg, Mississippi
Senior Consultant

Involvement in the administration of Gulfport's CDBG Entitlement Program since February, 1997.

Involvement in the administration of Hattiesburg's CDBG Entitlement Program.

Extensive involvement in the development of the City of Biloxi's Consolidated Plan and Action Plan.

Extensive involvement in the development of the City of Pascagoula's Consolidated Plan and Action Plan.

Full-time involvement in the preparation of CDBG Public Facilities and Economic Development applications as well as CDBG environmental assessments..

Full-time involvement in the administration of CDBG Public Facilities and Economic Development projects.

Prepared and administered over 165 CDBG Public Facility and Economic Development grants including Environmental Assessments.

Oversees \$243 million dollar budget with 26 projects for the Harrison County Utility Authority while managing 20 Katrina Community Development Block Grants.

Instrumental in closing over 2,000 Mississippi Development Authority Housing Assistance Program grants.

***RESUME
OF
ANN FRAZIER***

**ANN FRAZIER
CO-OWNER, SENIOR CONSULTANT**

EDUCATION

1975: Graduate Wingfield High School
1976: Hinds Community College
1989: Mississippi College

ADDITIONAL EDUCATION

1996 Graduate of the Economic Development Institute of the University of Oklahoma

EXPERIENCE

Jimmy G. Gouras, Urban Planning Consultants, Inc.

November 2005 to Present – Associate Consultant

Prepare and administer CDBG Economic Development and Public Facilities projects.

Mississippi Development Authority

May 1996 to November 2005 – Associate Manager-Finance

Served as Project Manager over the Economic Development funding component of the Community Services Division. Duties included advising local elected officials and company representatives on how to structure a successful project. Reviewed ED loan and public improvements proposals to ensure compliance with state and federal rules and regulations. Analyzed company financials for risk management assessment. Coordinated finance and incentives programs with other staff and local developers. Made oral presentations at workshops and seminars. Supervise and train new staff members. Proficient in Word and Excel computer programs.

August 1984 – May 1996 – Associate Manager Intermediate

Prepared financial and statistical reports for management and the Department of Housing and Urban Development. Analyzed and reviewed invoices and budget modifications on sub-recipient files. Conducted on-site audits to ensure compliance with regulations including the review of environmental, labor standards, acquisition of the Uniform Act, procurement, EEO/FHEO, and Financial Management. Recommended corrective actions and perform follow-up compliance reviews.

June 1980 – August 1984 – Administrative Assistant IV

Perform routine office duties including preparing reports, typing, answering phones and directing calls.

Division of State Aid Road Construction/Mississippi Highway Department

August 1977 – June 1980 – Clerk Senior V

Maintained filing system for approximately 300 projects. Processed mail and routed to responsible person. Assisted secretarial staff as needed to help answer phones and general typing duties.

References available upon request.

RESUME OF
MICHELE MOORE

MICHELE MOORE
CO-OWNER, SENIOR CONSULTANT

EDUCATION: 1988: Graduate Biloxi High School
 1989: Graduate Phillip Junior College, Associates Degree
 2009: Mississippi Gulf Coast Community College, Business Administration

EXPERIENCE:

Jimmy G. Gouras Urban Planning Consultants Inc.

September 2006 – Present

Senior Consultant/Environmental Specialist

- Prepare, write and administer Community Development Block Grants (CDBG) for counties and municipalities upon receipt of funding from the Mississippi Development Authority.
- Full-time involvement in all Katrina Supplemental Disaster Recovery Community Development Block Grant Projects including environmental and administration.
- Full-time involvement in preparation in over 150 environmental review records on Community Revitalization, Economic Development, Go Zone, and Public Facility Community Development Block Grant Projects in accordance with Section 24 CFR Part 58.

CITY OF BILOXI, MISSISSIPPI

Assistant to Chief Administrative Officer/Director of Administration

January 1993-June 2006

- Administrative Responsibilities
 - Maintain Daily Appointment Schedule for Director of Administration
 - Prepare and distribute all necessary correspondence for staff and outside correspondence on behalf of Director of Administration
 - Prepare resolutions for City Council consideration and action (i.e. board appointments)
 - Catalog city documents for recurring use
 - Administer and perform all other duties assigned by Director of Administration

Assist the Capital Projects/Contracts Manager

January 1999 – June 2006

- Track, maintain records and update funding on over 100+ Capital Projects
- Process, audit and approve invoices, requisitions, etc. for each Contract and Capital Project
- Renew contracts as necessary through City Council Agenda. Administer and coordinate follow up on approved contracts

Coordinator for FEMA Disaster Funding

September 1998 – June 2006

- Liaison for the Biloxi Port Commission and the City of Biloxi between the FEMA, MEMA, State Auditor's Office and Office of Inspector General for Hurricane Katrina, Hurricane Ivan, Tropical Storm Isidore, Tropical Storm Allison, and Hurricane Georges. Instrumental in the City receiving over \$61 million in reimbursement

Coordinator for FEMA Hazard Mitigation and Floodplain Management Plan

2002- 2006

Coordinator of FEMA Buyout Program (Purchase of Floodprone Homes)

2002

Coordinator for FEMA Pre-Disaster Grant Program Funding

2002

Coordinator for Community Rating System (CRS)

2002- 2003

RESUME OF
ELLE VICKNAIR

Elle Vicknair

11394 Peyton Drive ♦ Gulfport, MS 39503 ♦ (228) 341-0301 ♦ mcbing1@hotmail.com

Objective

Project Administration/Management position allowing for use of Community Development Block Grant(CDBG), Budget Accounting Management, and Grant Administration experience and skills.

Profile

Motivated, personable business professional with a 4 ½ year track record of successful administration and management on government funded projects. Talent for quickly mastering government procedures and regulations required for project implementation, execution, and close out. Skilled communicator with professionals at all levels. Accustomed to handling sensitive, confidential records. Demonstrated history of producing accurate, timely reports meeting stringent HUD, MDA, FEMA, and MEMA guidelines.

Skills Summary

- | | | |
|--------------------------|----------------------|----------------------------|
| ♦ Project Administration | ♦ Government Grant | ♦ Communication |
| ♦ Budget Management | Admin | ♦ Advanced Computer Skills |
| ♦ Budget Forecasting | ♦ Report Preparation | ♦ Written Correspondence |

Employment History

BROADDUS & ASSOCIATES – Gulfport, MS.

July, 2007 - Present

- ♦ Project Administrator of the largest Community Development Block Grant (CDBG) - Façade Grant - awarded by HUD (Housing and Urban Development), to a municipality
- ♦ Responsible for implementation and execution of all required documentation for CDBG Façade Grant, including Budget Management, Certified Payroll Review, and Government Reporting
- ♦ Project Coordination for project management of federally funded disaster grants awarded to municipalities due to destruction from Hurricane Katrina
- ♦ Direct oversight of grant distribution, reimbursement, and budget/accounting management for municipalities in relation to federally obligated funds
- ♦ Coordination of required federal documentation during planning, design, construction, and close out of FEMA/MEMA projects

CLIENTS/APPLICANTS

- City of Gulfport – Façade Grant Program-CDBG
- City of Gulfport – Small Craft Harbor & Jones Park-FEMA
- City of Pass Christian
 - Harbor Masters Office-FEMA
 - Church Avenue Park-FEMA
 - Fleitas Avenue Park-FEMA
 - War Memorial Park-FEMA
 - Public Works Garage-FEMA
 - Police EOC-FEMA
 - Water Sewer – Phase I, II, III, & IV-FEMA
 - City Hall & Library-FEMA
 - Randolph School-FEMA

Employment History (continued)

CENTEX HOME TEAM PEST DEFENCE – Orlando, FL.

2003 – 2004

- ◆ Sales Manager of 6 person sales team for home pest sales
- ◆ Responsible for hiring, training, and maintaining a cohesive sales team
- ◆ Credited for the first successful sales quarter in a “friendly branch competition”, accomplished in three years
- ◆ Coordination with in-house “Trade” management and personnel for implementation of pest extermination based on executed sales

AVP, INC./PROJECTOR DEPOT – Atlanta, GA

1997 – 2002

- ◆ Promoted to Sales Manager of 8 person sales team from Senior Sales Associates of Audio Visual products
- ◆ Maintained \$11 million in annual sales with a steady 12 – 17 point profit
- ◆ Worked with Marketing division to promote sales and special offers provided by manufacturers of audio visual equipment
- ◆ Coordinate with inside installation division of sales of home and business audio visual room(s) and conference centers

Education

WALDEN UNIVERSITY (ONLINE)

Business Accounting Degree, 2011 - Present

UNIVERSITY OF HOUSTON (DOWNTOWN BRANCH)

1991 - 1992

RESUME OF
J. WILLIAM WILLIAMS

Curriculum Vitae

J. William Williams

181 Lameuse Street • Biloxi, Mississippi
Phone: (228) 436-9425 • Fax: (228) 436-9427 • E-Mail: bill@jimmyggouras.com

EDUCATION

UNIVERSITY OF MIAMI CORAL GABLES, FLORIDA
MASTER OF LAWS 1999

- Tax Law Society
- *Magna Cum Laude*

UNIVERSITY OF MISSISSIPPI OXFORD, MISSISSIPPI
JURIS DOCTOR 1998

- Outstanding Student Award (*Am Jur*)—Estate and Gift Taxation
- Outstanding Student Award (*Am Jur*)—Advanced Individual Taxation
- Outstanding Student Award (*Am Jur*)—International Taxation
- Outstanding Student Award (*Am Jur*)—Corporate Taxation
- Outstanding Student Award (*Am Jur*)—Estate Planning
- Outstanding Student Award (*Am Jur*)—Wills and Trust Drafting
- Deposit Guaranty Bank Price (Two-Time Recipient—1997 & 1998)

MASTER OF TAXATION (FORMERLY MASTER OF ACCOUNTANCY WITH TAX EMPHASIS) 1997
• Graduate Assistantship

BACHELOR OF ACCOUNTANCY 1994
• Beta Alpha Psi (Accounting Honor Society)

EXPERIENCE

ECONOMIC DEVELOPMENT SPECIALIST July 2011 – Present
JIMMY GOURAS URBAN PLANNING CONSULTANT, INC., BILOXI, MISSISSIPPI

SHAREHOLDER—ATTORNEY October 2007 – June 2011
WATKINS LUDLAM WINTER & STENNIS, P.A.

MEMBER—ATTORNEY May 2003 – October 2007
WILLIAMS & STEWART, PLLC

ASSOCIATE—ATTORNEY August 2000 – April 2003
ALSTON + BIRD LLP

ASSOCIATE—ATTORNEY May 1999 – August 2000
HALE HEADRICK DEWEY & WOLF, PLLC (NOW HUSCH BLACKWELL SANDERS)

PRESENTATIONS

- Mississippi's Sales and Use Tax August 10, 2011
- Ethical Considerations in Landlord Tenant Law January 11, 2011
- The Tax Advantages of an LLCs October 12, 2010
- LLCs: From Formation to Special Uses July 15, 2010
- Gulf Coast Estate Planning Conference: Evaluating the Sometimes Surprising Impact of Grantor Trusts on Competing Strategies to Transfer Wealth November 6, 2009
- Ethical Considerations in Landlord Tenant Law July 15, 2009

- LLCs, LLPs and Partnerships: Organization and Operation in Mississippi November 18, 2008
- Ethical Considerations in Landlord-Tenant Law May 14, 2008
- Ethical Considerations in Landlord-Tenant Law October 30, 2007
- Ethical Considerations in Landlord-Tenant Law May 9, 2007
- Construction Liens and Materialman's Liens July 28, 2006
- Ten Errors to Avoid When Handling a Construction Contract Negotiation or Dispute July 13, 2006
- Introduction to Charitable Giving April 15, 2005
- Charitable Giving Techniques October 30, 2004
- Review of Current Developments in Estate Planning December 2, 2003
- Charitable Giving October 22, 2003
- Handling the Generation-Skipping Transfer Tax in Georgia February 2003
- The Basics of Drafting Wills and Trusts in Georgia January 22, 2003
- Tax-Efficient Transfers of Closely Held Businesses July 16, 2002
- Gathering and Organizing Information for an Estate's Various Tax Returns January 24, 2002
- Wills Workshop September 12, 2001
- The Estate Planning Course June 28, 2001

PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

- American Bar Associations
 - Tax Law Section
 - Real Property Probate and Trust Law Section
- The Mississippi Bar
 - Tax Section
 - Executive Committee (2008 – Present)
 - Secretary/Treasurer (2011 – Present)
 - Real Property Section
 - Business Law Section
 - Trust and Estates Section
- The Georgia Bar
- The Tennessee Bar
- Secretary of State Delbert Hosemann's Policy and Research Committee on Partnerships/LLCs, which is responsible for examining the current laws related to partnerships and LLCs and making recommendations to the Mississippi Legislature regarding need of changes to such laws. As a result of the efforts made by this committee, the Mississippi Legislature in the 2010 Regular Session enacted House Bill No. 683, which completely revises the Mississippi limited liability act.
- Admitted to the United States Tax Court, United States District Courts for the Northern and

Southern Districts of Mississippi

- Admitted to the United States District Court for the Northern District of Georgia
- Admitted to the United States Court of Appeals for the Fifth Circuit

OTHER ORGANIZATIONS AND AFFILIATIONS

- St. Peter's by-the-Sea Episcopal Church, Gulfport, Mississippi
 - Member (2003-2011)
 - Treasurer (2010-2011)
- Gulfport Rotary Club
 - Member (2003-Present)
 - Assistant to the President (2004-2005)
 - Coordinator of Programs Committee (2004-2005)
- The Salvation Army, Biloxi, Mississippi
 - Advisory Board Member (2004-Present)
 - Chair of Finance Committee (2005)
- Atlanta Interfaith AIDS Network, Inc.
 - President (2001-2002)
 - Director (2000-2002)

NARRATIVE OF EXPERIENCE

J. William ("Bill") Williams currently serves as an Economic Development Specialist for Jimmy Gouras Urban Planning Consultants, Inc. In that position, he represents developers, financial institutions, and governmental organizations. Mr. Williams's consulting focuses on Tax Increment Financing (TIF), New Market Tax Credits, Historic Preservation Tax Credits, Community Development Block Grants, Mississippi's Tourism Incentive Program, Mississippi's Economic Development Highway Program, Rural Development Grants and Loans, Energy Grants, as well as many other state and federal economic development programs. Bill also provides assistance to the company's clients with regard to structuring transactions to accomplishing the goals and objectives of the parties involved.

Prior to joining Jimmy Gouras Urban Planning Consultants, Inc., Bill Williams practiced law throughout the Southeastern United States. Mr. Williams primarily concentrated in general corporate matters, commercial real estate, mergers and acquisitions, federal, state and local taxation, estate planning, and exempt organizations. Bill currently has an AV® Preeminent Martindale-Hubbell Peer Review Rating—the highest possible rating in both legal ability and ethical standards. This designation has been awarded only to approximately five percent of attorneys.

Mr. Williams advised clients regarding the formation and continued maintenance of all types of business organizations, including corporations, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, cooperatives, joint ventures, and business trusts. He also provided advice regarding the tax consequences related to these entities.

Bill has extensive experience in complicated commercial real estate transactions, including joint ventures, real estate limited partnerships, mortgage backed securities, real estate investment trusts, mezzanine financing, and 1031 tax-free exchanges. He represented developers and investors in a wide

variety of real estate development projects. Mr. Williams also assisted his clients with issues involving zoning, land use, and the governmental regulation of real estate.

Mr. Williams has represented both buyers and sellers in all types of mergers and acquisitions. He structured transactions in a manner that accomplished the business deal while structuring it in a tax-efficient manner.

Mr. Williams worked closely with a variety of individual clients to enable them to accomplish their disposition goals while minimizing wealth-transfer and income taxes. He represented clients in all aspects of court proceedings involving estates, trusts, guardianships, and conservatorships.

Mr. Williams has extensive experience in representing clients in tax disputes before the Internal Revenue Service, state tax commissions, and local taxing authorities. Mr. Williams has experience with the organization and operation of all types of charitable organizations and the very complex regulation of such entities. He also advised many clients on the succession of closely held businesses.

***EXPERIENCE OF
PRINCIPALS OF FIRM***

SUMMARY OF CDBG EXPERIENCE

CDBG PROJECTS FUNDED AND/OR ADMINISTERED BY PRINCIPALS OF THIS FIRM

<u>City/County</u>	<u>Type of Project</u>
Warren County	Fire Station Construction-Purchase of Fire Truck
Sharkey/Issaquena Counties	Medical Facilities Complex
Warren County	Infrastructure Improvements - McCarty Foods
Richland, MS	Site Acquisition and Rail-Spur Millard Refrigeration
Moss Point, MS	Street Improvement Project - 1990
Moss Point, MS	Street Improvement Project - 1991
Moss Point, MS	Street Improvement Project - 1992
Moss Point, MS	Street Improvement Project - 1993
Moss Point, MS	Street Improvement Project - 1994
Moss Point, MS	Street Improvement Project - 1995
Moss Point, MS	Street Improvement Project; Acquisition - 1996
Batesville, MS	Fringe Area Study
George County	Renovate Medical Facilities
Greene County	New Health Department
Anguilla, MS	Acquisition, Relocation, Water System Improvements
Warren County-Urgent Needs	Repair Port of Vicksburg Slope Failures
Vicksburg, MS	Housing, Water, Sewer, Streets, Recreation
Vicksburg, MS	Housing, Water, Sewer, Streets, Recreation
Vicksburg, MS	Housing, Relocation, Demolition, Grading
Vicksburg, MS	Housing, Water, Sewer, Streets, Recreation
Vicksburg, MS	Street and Drainage Improvements
Vicksburg, MS	Housing, Water, Gas, Sewer, Streets
Vicksburg, MS	Water, Gas, Sewer, Streets, Drainage
Vicksburg, MS	Housing, Streets, Drainage
Vicksburg, MS	Selection, Acquisition, Water, Street, Drainage
Vicksburg, MS	Housing, Street, Water, Gas, Sewer, Recreation
Vicksburg, MS	Housing, Street, Water, Gas, Sewer, Recreation
Vicksburg, MS	Housing, Street, Water, Gas, Sewer, Recreation
Vicksburg, MS	Drainage and Street Improvements
Vicksburg, MS	Rental Rehabilitation
Vicksburg, MS-Urgent Needs	Acquisition, Road and Bridge Construction
Vicksburg, MS	Housing, Relocation, Demolition, Clearance
Vicksburg, MS	Housing, Relocation, Demolition, Clearance
Vicksburg, MS-Urgent Needs	Major Sewer Line Replacement
Warren County	EDA Loan to Simpson-Duravent Manufacturing
Warren County	Water System Improvements-Culkin Water District
Harrison County	Sewer System Improvements - Flying J
Utica, MS	Drainage Improvements
Picayune, MS (Funded)	Drainage Improvements
New Augusta, MS	Water, Sewer Improvements
Mt. Olive, MS	Water, Sewer Improvements
Richland, MS	Sewer Improvements
Warren County, MS	Drainage Improvements -Pleasant Valley Subdivision
Batesville, MS	Access Road for Outlet Mall - Factory Stores of MS
Covington County, MS	Regional Solid Waste Disposal (Transfer Stations) - Pine Belt
Vicksburg, MS	Drainage Improvements - Anderson-Tully Company
Warren County, MS	Drainage Improvements - Kings/Waltersville Community
Benton, MS	Water System Improvements
Mt. Olive, MS	Sewer System Improvements

City/County

Mayersville, MS
Lumberton, MS
Warren County, MS
Mayersville, MS
Lumberton, MS
Richland, MS
Crenshaw, MS
Batesville, MS
Gulfport, MS

Richland, MS
Benton, MS
D'Lo, MS
Mt. Olive, MS
Long Beach, MS
George County, MS

Batesville, MS
Olive Branch, MS
Olive Branch, MS
Batesville, MS
Southaven, MS
Pass Christian, MS
Harrison County, MS
D'Iberville, MS
Ocean Springs, MS
Warren County, MS
Hernando, MS
Southaven, MS
Olive Branch, MS
Petal, MS
Warren County, MS
Crenshaw, MS
D'Iberville, MS
Clinton, MS
Richland, MS
Vicksburg, MS
Warren County, MS
Cary, MS
D'Lo, MS
DeSoto County, MS
Ocean Springs, MS
George County, MS
Southaven, MS
Waveland, MS
Batesville, MS
Batesville, MS
George County, MS
Southaven, MS
Southaven, MS
Warren County, MS
Waveland, MS
Anguilla, MS
Hancock County, MS
Vicksburg, MS

Type of Project

Water System Improvements
Water System Improvements
Access Road - LeTourneau, Inc.
Sewer System Improvements
Sewer System Improvements
Sewer System Improvements
Water System Improvements
Access Road - Strohm Manufacturing
Water, Sewer, Drainage and Streets,
Recreation, and others
Rail Spur Extension - Millard Refrigeration
Sewer Improvements
Water System Improvements
Water System Improvements
Sewer System Improvements
Renovation & Construction of Department of
Human Services Building
Sewer System Improvements
Access Road - Dollar Tree Distribution
Access Road, Water, Sewer - Flying J
Access Road, Water, Sewer - South Panola Community Hospital
Access Road, Water, Sewer - Huffly Bicycles
Dredging Improvements - Gulf Coast Pre-Stress
Access Road, Water, Sewer - Oreck Manufacturing
Access Road & Traffic Signalization - Walmart
Drainage Improvements & Traffic Signalization - Walmart
Wastewater Treatment Facility Improvements - Tyson Foods, Inc.
Sewer System Improvements - Clopay Building Products
Road Improvements - Meritex Logistics - Memphis, Inc.
Road Improvements - Walmart
Access Road, Water, Sewer - Walmart
Health Department HVAC System
Sewer System Improvements
Sewer System Improvements
Access Road - Walmart
Access Road - Walmart
Dredging - Ergon Refinery
Water, Sewer, Road - River Region Hospital
Sewer Improvements
Sewer Improvements
Department of Human Services
Drainage Improvements
Health Department
Senior Center
ADA Improvements - City Hall
Access Road - Mental Health Facility
Road Improvements - Walmart
Road, Water, and Sewer - Correctional Facility
Sewer and Water Improvements - J.L. Hammett Co.
Sewer and Water Improvements - Sam's East, Inc.
Access Road - Anderson-Tully Veneers
Road Improvements - Walmart
Water Improvements
Sewer Improvements
Dredging Improvements (Magnolia Marine/Falco)

City/County

Harrison County, MS
Hernando, MS
Mt. Olive, MS
Mt. Olive, MS
Southaven, MS
Vicksburg, MS
Warren County, MS
Warren County, MS
Warren County, MS
Batesville, MS
Crenshaw, MS
D'Iberville, MS
Gautier, MS
Jackson County, MS
Mayersville, MS
Olive Branch, MS
Pass Christian, MS
Warren County, MS
Wiggins, MS
Anguilla, MS
Cary, MS
D'Lo, MS
George County, MS
Harrison County, MS
Lumberton, MS
Lumberton, MS
Mt. Olive, MS
Richland, MS
Stone County, MS
Vicksburg, MS
Vicksburg, MS
Warren County, MS
Benton, MS
Brandon, MS
Crawford, MS
Crenshaw, MS
Waveland, MS
Lumberton, MS
Horn Lake, MS
Olive Branch, MS
Richton, MS
Olive Branch, MS
Olive Branch, MS
Southaven, MS
Warren County, MS
Clinton, MS
DeSoto County, MS
Ethel, MS
Batesville, MS
Benton, MS
D'Lo, MS
Forest, MS
Harrison County, MS
Jackson County, MS

Type of Project

Health Department
Sewer Improvements
Water Improvements
Sewer Improvements
Road Improvements – W.W. Grainger
Rail Spur - Hancor, Inc.
Road Improvements – Calsonic
Road Improvements – Yorozu
Sewer Improvements – Tyson Foods, Inc.
Building Renovation – Self Help
Water Improvements
Water Improvements
Sewer Improvements
Sewer Improvements
Sewer Improvements
Water Improvements
Senior Center / Boys and Girls Club
Bridge Improvements
Senior Center
Street Improvements
Water Well
Sewer Improvements
ADA Improvements – Courthouse
Sewer Improvements
Sewer Improvements
Sewer Improvements - EMERGENCY
Sewer Improvements
Drainage Improvements
ADA Improvements – Courthouse
Water Wells
Airport Improvements
Bridge Improvements
Water Tank
Senior Center
Sewer Improvements
Sewer Improvements
Sewer Improvements
Sewer Improvements – EMERGENCY
Sewer Improvements
Senior Center
Water Tank
Water, Sewer, Gas Improvements – Federal Express
Rail Spur - Trex
Road Improvements - Conair
Access Road – Union Corrugating
Rail Spur – McNeely Plastics
Road, Water, Sewer – Sigma Supply, Inc.
Sewer Improvements
Drainage Improvements
Sewer Improvements
Street Improvements
Sewer Improvements
Sewer Improvements
Road Improvements (Hospital)

KATRINA SUPPLEMENTAL CDBG PROJECTS FUNDED AND/OR ADMINISTERED BY THIS FIRM

<u>City/County</u>	<u>Type of Project</u>
Bay St. Louis, MS	Fire Station
Bay St. Louis, MS	Waterfront Improvements, Downtown Parking and Retail Mixed Use
Bay St. Louis, MS	Planning
Bay St. Louis, MS	Valena C. Jones
Bay St. Louis, MS	Community Center
Bay St. Louis, MS	Downtown Streetscape
Bay St. Louis, MS	Depot District Streetscape
Bay St. Louis, MS	Elevated Water Tanks
Bay St. Louis, MS	Boys and Girls Club
Bay St. Louis, MS	Drainage System Master Plan Study
Bay St. Louis, MS	Longfellow Drive Improvements
Bay St. Louis, MS	Senior Citizens Center
Bay St. Louis, MS	Athletic Complex
Bay St. Louis, MS	New City Hall
Bay St. Louis, MS	Historic City Hall
Bay St. Louis, MS	Commagere Park
Bay St. Louis, MS	Historic Depot Improvements
Bay St. Louis, MS	Old City Hall Annex
Bay St. Louis, MS	Lighthouse Park & Visitors Center
Biloxi, MS	Civic Center
Biloxi, MS	Civic Center #2
Biloxi, MS	Library/Community Center/Multi-Use Facility
Biloxi, MS	Planning
Biloxi, MS	Planning Grant #2
D'Iberville, MS	Central Rodrigues Realignment & Reconstruction
D'Iberville, MS	Planning
D'Iberville, MS	Municipal Complex & Façade Program
D'Iberville, MS	Town Green & Visitors Center
D'Iberville, MS	Waterfront Overlook
D'Iberville, MS	Promenade Shopping Center
Forest, MS	Service Center Repairs
Gautier, MS	Planning
Gautier, MS	Highway 90 Improvements
Gulfport, MS	Façade
Gulfport, MS	Streetscape
Gulfport, MS	Planning
Gulfport, MS	Small Craft Harbor
Gulfport, MS	Arts District Headquarters Building
Gulfport, MS	Municipal Complex
Gulfport, MS	Parking Structure
Harrison County, MS	Biloxi Courthouse Annex
Harrison County, MS	Governmental Complex/Library
Hattiesburg, MS	Fire Station
Hattiesburg, MS	Water Well Treatment Plant #2
Jackson County, MS	County Services Complex
Jackson County, MS	Planning
Jackson County, MS	Health Department
Jackson County, MS	Northrop Grumman Singing River Island
Jackson County, MS	Northrop Grumman Trent Lott Airport
Jackson County, MS	V T Halter Marine
Jackson County, MS	Signal International

City/County

Jackson County, MS
Jackson County, MS
Jackson County, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Moss Point, MS

Moss Point, MS
Moss Point, MS
Moss Point, MS
Ocean Springs, MS

Ocean Springs, MS
Ocean Springs, MS
Ocean Springs, MS
Ocean Springs, MS
Pascagoula, MS
Pascagoula, MS

Pascagoula, MS
Pascagoula, MS
Pascagoula, MS
Pass Christian, MS
Pass Christian, MS
Pass Christian, MS
Pass Christian, MS

Stone County
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS

Type of Project

Building Improvements
Runway Improvements
Dredging Improvements
Downtown Streetscape
Planning
City Hall
Fire Station
Town Green
Planning Grant #2
Fire Station, Riverwalk North, Riverwalk East, Marina, Main
Street Reconstruction, Façade Grants
Planning
City Hall
Pier & Concession Building & Riverwalk South
Downtown Streetscape, Ft. Maurepas Park, Mary C. O'Keefe
Roof
Fire Safety Center
Front Beach Sidewalks
Water and Sewer/DEQ
Mary C. O'Keefe Cultural Center
Front Street Reconnection & Downtown Streetscape
Riverfront Property Acquisition & Development; Live Oak
Avenue Property Redevelopment
Planning
Live Oak Property Redevelopment #2
Riverfront Property Redevelopment #2
Downtown Streetscape Improvements
Planning
City Hall
Library/Drainage
Library/EOC 911 Center
Civic Center, Library, Fire Station, Coleman Avenue
Planning
City Hall
City Hall Annex
Business Incubator
Sidewalk Improvements
Fire Station – Hwy 90
Police Station
Harbor, Boat Launch and Lighthouse
Community Center
West Waveland Sanitary Sewer Improvements

**EXPERIENCE IN ADMINISTERING
FEDERALLY ASSISTED PROGRAMS**

JIMMY G. GOURAS, URBAN PLANNING CONSULTANTS, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
1)Housing and Community Development Act-Urgent Needs	Property Acquisition, Road & Bridge Construction	\$ 744,046 Vicksburg	Complete
2)Housing and Community Development Act-Urgent Needs	Major Sewer Line Replacement	\$ 737,500 Vicksburg	Complete
3)Community Development Block Grant-Urgent Needs	Repair Slope Failures Port of Vicksburg	\$ 200,000 Warren County	Complete
4)Community Development Block Grant Entitlement Program	Housing Rehabilitation, Water, Gas & Sewer System Improvements, Street & Drainage & Recreation Facilities	\$1,241,568 Vicksburg	Complete
5)Community Development Block Grant Entitlement Program	Housing Rehabilitation, Water, Gas & Sewer System Improvements, Street & Drainage & Recreation Facilities	\$1,363,431 Vicksburg	Complete
6)Community Development Block Grant Entitlement Program	Housing Acquisition, Relocation of Families, Clearance & Demolition & Grading	\$ 750,000 Vicksburg	Complete
7)Community Development Block Grant Entitlement Program	Housing Rehabilitation, Water, Gas & Sewer System Improvements, Street & Drainage & Recreation Facilities	\$1,215,368 Vicksburg	Complete
8)Community Development Block Grant Entitlement Program	Street & Drainage Improvements	\$ 725,042 Vicksburg	Complete
9)Community Development Block Grant Entitlement Program	Street Improvement Project	\$ 281,000 Moss Point	Complete
10)Community Development Block Grant Entitlement Program	Street Improvement Project	\$ 299,000 Moss Point	Complete
11)Community Development Block Grant Entitlement Program	Street Improvement Project	\$ 331,000 Moss Point	Complete
12)Community Development Block Grant Program	Housing Rehabilitation, Property Acquisition, Water Gas, Sewer & Water Improvements	\$ 483,909 Vicksburg	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
13)Community Development Block Grant Program	Water, Gas, Sewer, Street, & Drainage Improvements and Construction of Recreation areas	\$ 802,754 Vicksburg	Complete
14)Community Development Block Grant Program	Housing Rehabilitation, Street & Drainage Improvements	\$ 636,565 Vicksburg	Complete
15)Community Development Block Grant Program	Site Selection, Site Acquisition, Water, Street & Drainage Improvements, Waltersville Estates	\$ 599,660 Vicksburg	Complete
16)Housing and Community Development Act Small Cities Program	Housing Rehabilitation, Housing Acquisition, Relocation & Demolition, Street, Water, Gas & Sewer & Recreation Improvements	\$ 818,505 Vicksburg	Complete
17)Housing and Community Development Act Small Cities Program	Housing Rehabilitation, Housing Acquisition, Relocation & Demolition, Street, Water, Gas & Sewer & Recreation Improvements	\$ 860,505 Vicksburg	Complete
18)Housing and Community Development Act Small Cities Program	Housing Rehabilitation, Housing Acquisition, Relocation & Demolition, Street, Water, Gas & Sewer & Recreation Improvements	\$ 693,000 Vicksburg	Complete
19)Housing and Community Development Act Small Cities Program	Drainage & Street Improvements	\$ 500,000 Vicksburg	Complete
20)Housing and Community Development Act Rental Rehabilitation	Rehabilitation of Rental Housing	\$ 450,000 Vicksburg	Complete
21)Housing and Community Development Act Small Cities Program	Housing Acquisition & Rehabilitation, Relocation of Families, Demolition & Clearance	\$ 744,720 Vicksburg	Complete
22)Housing and Community Development Act Small Cities Program	Housing Acquisition, Relocation of Families, Demolition & Clearance	\$ 683,530 Vicksburg	Complete
23)Housing and Community Development Act Small Cities Program	Economic Development Project/Loan to Simpson-Duravent Manufacturing	\$ 340,000 Warren County	Complete
24)Housing and Community Development Act Small Cities Program	Water System Improvements Warren County/Culkin Water District	\$ 350,000 Warren County	Complete
25)Housing and Community Development Act Small Cities Program	Fire Protection/Fire Station Construction & Purchase of Fire Truck	\$ 276,700 Warren County	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
26)Housing and Community Development Act Small Cities Program	Medical Facilities Complex	\$ 249,000 Sharkey/Issaquena Counties	Complete
27)Community Development Block Grant Program Economic Development	Infrastructure Improvements McCarty Foods	\$ 500,000 Warren County	Complete
28)Community Development Block Grant Program	Site Acquisition & Rail Spur-Millard Refrigeration	\$ 100,000 Richland	Complete
29)Community Development Block Grant Program	Acquisition, Relocation, Water System Improvements	\$ 691,000 Anguilla	Complete
30)Community Development Block Grant Program	Fringe Area Study	\$ 55,000 Batesville	Complete
31)Community Development Block Grant Program	Rural Health Care	\$ 268,362 George County	Complete
32)Community Development Block Grant Program	Rural Health Care Application	\$ 214,700 Greene County	Complete
33)Community Development Block Grant Program Economic Development	Access Road Factory Stores of MS	\$ 500,000 Batesville	Complete
34)Community Development Block Grant Program	Sewer System Improvements	\$ 316,000 Harrison County	Complete
35)Community Development Block Grant Program	Drainage Improvements	\$ 314,900 Warren County	Complete
36)Community Development Block Grant Program	Drainage Improvements	\$ 216,000 Utica	Complete
37)Community Development Block Grant Program	Drainage Improvements	\$ 532,200 Picayune	Complete
38)Community Development Block Grant Program	Water and Sewer Improvements	\$ 204,288 New Augusta	Complete
39)Community Development Block Grant Program	Water and Sewer Improvements	\$ 199,755 Mt. Olive	Complete
40)Community Development Block Grant Program	Sewer Improvements	\$ 611,691 Richland	Complete
41)Community Development Block Grant Program	Regional Solid Waste Disposal (Transfer Stations) - Pine Belt	\$ 600,000 Covington County	Complete
42)Community Development Block Grant Program	Drainage Improvements	\$ 565,040 Warren County	Complete
43)Community Development Block Grant Program	Water Improvements	\$ 415,435 Mayersville	Complete
44)Community Development Block Grant Program	Water Improvements	\$ 365,000 Bentonla	Complete
45)Community Development Block Grant Program	Sewer System Improvements	\$ 249,140 Mt. Olive	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
46)Community Development Block Grant Program Economic Development	Drainage Improvements Anderson Tully	\$ 447,944 Vicksburg	Complete
47)Community Development Block Grant Program	Water Improvements	\$ 430,350 Lumberton	Complete
48)Community Development Block Grant Program Economic Development	Access Road LeTourneau, Inc. Project	\$ 500,000 Warren County	Complete
49)Community Development Block Grant Program	Sewer Improvements	\$ 294,180 Mayersville	Complete
50)Community Development Block Grant Program	Water & Sewer Improvements	\$ 448,000 Crenshaw	Complete
51)Community Development Block Grant Program	Sewer Improvements	\$ 215,760 Lumberton	Complete
52)Community Development Block Grant Program	Sewer Improvements	\$ 315,500 Richland	Complete
53)Community Development Block Grant Program Economic Development	Access Road - Strohm Manufacturing	\$ 161,952 Batesville	Complete
54)Community Development Block Grant Entitlement Program	Water, Sewer, Drainage, Streets, Recreation, Social Service Subrecipients	\$3,200,000± Gulfport	Complete
55)Community Development Block Grant Program Economic Development	Water and Sewer Flying J Travel Plaza	\$ 473,500 Harrison County	Complete
56)Community Development Block Grant Program	Sewer Improvements	\$380,000 Bentonla	Complete
57)Community Development Block Grant Program	Water System Improvements	\$239,255 D'Lo	Complete
58)Community Development Block Grant Program	Water System Improvements	\$266,500 Mt. Olive	Complete
59)Community Development Block Grant Program	Sewer System Improvements	\$227,149 Long Beach	Complete
60)Community Development Block Grant Program	Renovation & Construction of Department of Human Services	\$796,462 George County	Complete
61)Community Development Block Grant Program	Sewer Improvements	\$539,074 Batesville	Complete
62)Community Development Block Grant Program Economic Development	Access Road - Dollar Tree Distribution, Inc.	\$448,060 Olive Branch	Complete
63)Community Development Block Grant Program Economic Development	Access Road, Water, Sewer - Flying J Travel Plaza	\$500,000 Olive Branch	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
64)Community Development Block Grant Program Economic Development	Access Road, Water, Sewer - South Panola Community Hospital	\$500,000 Batesville	Complete
65)Community Development Block Grant Program Economic Development	Access Road, Water, Sewer - Huffy Bicycles	\$683,944.80 Southaven	Complete
66)Community Development Block Grant Program Economic Development	Dredging Improvements - Gulf Coast Pre-Stress, Inc.	\$413,000 Pass Christian	Complete
67)Community Development Block Grant Program Economic Development	Access Road, Water, Sewer - Oreck Manufacturing/Puget Plastics	\$416,216.08 Harrison County	Complete
68)Community Development Block Grant Program Economic Development	Access Road, Traffic Signalization - Wal-Mart SuperCenter	\$500,000 D'Iberville	Complete
69)Community Development Block Grant Program Economic Development	Drainage Improvements, Traffic Signalization - Wal-Mart SuperCenter	\$426,112 Ocean Springs	Complete
70)Community Development Block Grant Program Economic Development	Wastewater Treatment Facility Improvements - Tyson Foods, Inc.	\$350,700 Warren County	Complete
71)Community Development Block Grant Program Economic Development	Sewer System Improvements- Clopay Building Products, Inc.	\$330,000 Hernando	Complete
72)Community Development Block Grant Program Economic Development	Road Improvements - Meritex Logistics- Memphis, Inc.	\$500,000 Southaven	Complete
73)Community Development Block Grant Program Economic Development	Road Improvements - Wal-Mart SuperCenter	\$500,000 Olive Branch	Complete
74)Community Development Block Grant Program Economic Development	Access Road, Water, Sewer- Wal-Mart SuperCenter	\$498,205 Petal	Complete
75)Community Development Block Grant Program	Health Department HVAC System	\$217,120 Warren County	Complete
76)Community Development Block Grant Program	Sewer System Improvements	\$348,530 Crenshaw	Complete
77)Community Development Block Grant Program	Sewer System Improvements- Tuxachanie Estates	\$450,000 D'Iberville	Complete
78)Community Development Block Grant Program Economic Development	Access Road – Wal-Mart	\$500,000 Clinton	Complete
(79)Community Development Block Grant Program	Road - Wal-mart	\$500,000 Richland	Complete
(80)Community Development Block Grant Program Economic Development	Dredging - Ergon Refinery	\$500,000 Vicksburg	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
(81)Community Development Block Grant Program Economic Development	River Region Hospital	\$900,000 Warren County	Complete
(82)Community Development Block Grant Program	Department of Health	\$450,000 George County	Complete
(83)Community Development Block Grant Program	Sewer Improvements	\$290,071 Cary	Complete
(84)Community Development Block Grant Program	Sewer Improvements	\$183,150 D'Lo	Complete
(85)Community Development Block Grant Program	Drainage Improvements	\$343,200 Ocean Springs	Complete
(86)Community Development Block Grant Program	ADA Improvements City Hall	\$125,000 Waveland	Complete
(87)Community Development Block Grant Program	Senior Center	\$314,692.50 Southaven	Complete
(88)Community Development Block Grant Program	Department of Human Services	\$450,000 DeSoto County	Complete
(89)Community Development Block Grant Program Economic Development	Road & Sewer Sam's Club	\$400,000 Southaven	Complete
(90)Community Development Block Grant Program Economic Development	Road, Water & Sewer J. L. Hammett Co.	\$300,000 Southaven	Complete
(91)Community Development Block Grant Program Economic Development	Access Road Mental Health Facility	\$626,000 Batesville	Complete
(92)Community Development Block Grant Program Economic Development	Access Road Anderson-Tully Veneers	\$500,000 Warren County	Complete
(93)Community Development Block Grant Program Economic Development	Road, Water, and Sewer Regional Correctional Facility	\$480,000 George County	Complete
(94)Community Development Block Grant Program Economic Development	Road Improvements Wal-Mart Supercenter	\$645,000 Batesville	Complete
(95)Community Development Block Grant Program Economic Development	Road – Wal-Mart	\$500,000 Waveland	Complete
(96)Community Development Block Grant Program Economic Development	Road and Sewer W.W. Grainger	\$400,000 Southaven	Complete
(97)Community Development Block Grant Program Economic Development	Hancor – Rail Spur	\$650,000 Vicksburg	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
(98)Community Development Block Grant Program Economic Development	Road Improvements Calsonic	\$600,000 Warren County	Complete
(99) Community Development Block Grant Program Economic Development	Road Improvements Yorozu	\$2228,490 Warren County	Complete
(100)Community Development Block Grant Program	Water Improvements	\$291,640 Anguilla	Complete
(101)Community Development Block Grant Program	Sewer Improvements	\$450,000 Hancock County	Complete
(102)Community Development Block Grant Program	Health Department	\$450,000 Harrison County	Complete
(103)Community Development Block Grant Program	Sewer Improvements	\$237,400 Hernando	Complete
(104)Community Development Block Grant Program	Water Improvements	\$202,540 Mt. Olive	Complete
(105)Community Development Block Grant Program Emergency	Sewer Improvements	\$ 19,980 Mt. Olive	Complete
(106) Community Development Block Grant Program Economic Development	Sewer Improvements Tyson Foods, Inc.	\$597,690 Warren County	Complete
(107) Community Development Block Grant Program Self Help	Building Renovation	\$239,280 Batesville	Complete
(108) Community Development Block Grant Program	Water Improvements	\$299,950 Crenshaw	Complete
(109) Community Development Block Grant Program	Water Improvements	\$450,000 D'Iberville	Complete
(110) Community Development Block Grant Program	Sewer Improvements	\$450,000 Gautier	Complete
(111) Community Development Block Grant Program	Sewer Improvements	\$450,000 Jackson County	Complete
(112) Community Development Block Grant Program	Sewer Improvements	\$298,656 Mayersville	Complete
(113) Community Development Block Grant Program	Water Improvements	\$450,000 Olive Branch	Complete
(114) Community Development Block Grant Program	Senior Center / Boys & Girls Club	\$450,000 Pass Christian	Complete
(115) Community Development Block Grant Program	Bridge Improvements	\$450,000 Warren County	Complete
(116) Community Development Block Grant Program	Senior Center	\$300,000 Wiggins	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
(117) Community Development Block Grant Program	Street Improvements	\$300,000 Anguilla	Complete
(118) Community Development Block Grant Program	Water Well	\$299,400 Cary	Complete
(119) Community Development Block Grant Program	Sewer	\$242,650 D'Lo	Complete
(120) Community Development Block Grant Program	ADA Improvements/ Courthouse	\$242,650 George County	Complete
(121) Community Development Block Grant Program	Sewer Improvements	\$450,000 Harrison County	Complete
(122) Community Development Block Grant Program	Sewer Improvements	\$243,962 Lumberton	Complete
(123) Community Development Block Grant Program	Sewer Improvements	\$299,862 Mt. Olive	Complete
(124) Community Development Block Grant Program	Drainage Improvements	\$269,975 Richland	Complete
(125) Community Development Block Grant Program	ADA Improvements/ Courthouse	\$190,063 Stone County	Complete
(126) Community Development Block Grant Program	Water Wells	\$250,000 Vicksburg	Complete
(127) Community Development Block Grant Program	Airport Improvements	\$650,000 Vicksburg	Complete
(128) Community Development Block Grant Program	Water Tank	\$300,000 Bentonla	Complete
(129) Community Development Block Grant Program	Senior Center	\$450,000 Brandon	Complete
(130) Community Development Block Grant Program	Sewer improvements	\$298,951 Crawford	Complete
(131) Community Development Block Grant Program	Sewer Improvements	\$299,950 Crenshaw	Complete
(132) Community Development Block Grant Program	Sewer Improvements	\$450,000 Waveland	Complete
(133) Community Development Block Grant Program	Sewer Improvements/ EMERGENCY	\$75,000 Lumberton	Complete
(134) Community Development Block Grant Program	Sewer Improvements	\$272,450 Horn Lake	Complete
(135) Community Development Block Grant Program	Senior Center	\$450,000 Olive Branch	Complete
(136) Community Development Block Grant Program	Water Tank	\$300,000 Richton	Complete
(137) Community Development Block Grant Program	Water, Sewer, Gas Improvements Federal Express	\$850,000 Olive Branch	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
(138) Community Development Block Grant Program	Rail Spur Trex	\$850,000 Olive Branch	Complete
(139) Community Development Block Grant Program	Road Improvements Conair	\$495,248 Southaven	Complete
(140) Community Development Block Grant Program	Access Road Union Corrugating	\$119,522 Warren County	Complete
(141) Community Development Block Grant Program	Rail Spur McNeely Plastics	\$387,265 Clinton	Complete
(142) Community Development Block Grant Program	Road, Water, Sewer	\$364,896 DeSoto County	Complete
(143) Community Development Block Grant Program (Katrina)	Fire Station	\$2,075,000 Bay St. Louis	Complete
(144) Community Development Block Grant Program (Katrina)	Waterfront Improvements, Downtown Parking & Retail Mixed Use	\$7,360,800 Bay St. Louis	Underway
(145) Community Development Block Grant Program (Katrina)	Planning	04465,000 Bay St. Louis	Underway
(146) Community Development Block Grant Program (Katrina)	Lighthouse Park & Visitors Center	\$8,000,000 Biloxi	Underway
(147) Community Development Block Grant Program (Katrina)	Civic Center	\$4,000,000 Biloxi	Underway
(148) Community Development Block Grant Program (Katrina)	Planning	\$725,000 Biloxi	Complete
(149) Community Development Block Grant Program (Katrina)	Central Avenue/Rodriguez Realignment	\$6,022,000 D'Iberville	Underway
(150) Community Development Block Grant Program (Katrina)	Planning	\$370,000 D'Iberville	Complete
(151) Community Development Block Grant Program (Katrina)	Façade Improvements	\$4,290,000 Gulfport	Complete
(152) Community Development Block Grant Program (Katrina)	Streetscape Improvements	\$7,377,711 Gulfport	Underway
(153) Community Development Block Grant Program (Katrina)	Planning	\$725,000 Gulfport	Underway
(154) Community Development Block Grant Program (Katrina)	Planning	\$450,000 Gautier	Complete
(155) Community Development Block Grant Program (Katrina)	Planning	\$725,000 Harrison County	Complete
(156) Community Development Block Grant Program (Katrina)	County Services Complex	\$12,000,000 Jackson County	Complete
(157) Community Development Block Grant Program (Katrina)	Planning	\$290,000 Jackson County	Complete
(158) Community Development Block Grant Program (Katrina)	Downtown Streetscape	\$6,837,916 Long Beach	Underway

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
(159) Community Development Block Grant Program (Katrina)	Planning	\$470,000 Long Beach	Underway
(160) Community Development Block Grant Program (Katrina)	Fire Station, Riverwalk North, Riverwalk East, Marina, Main Street Reconstruction Façade Grants	\$6,572,000 Moss Point	Underway
(161) Community Development Block Grant Program (Katrina)	Planning	\$290,000 Moss Point	Complete
(162) Community Development Block Grant Program (Katrina)	Downtown Streetscape, Ft. Maurepas Park, Mary C. O'Keefe Roof	\$5,496,800 Ocean Springs	Underway
(163) Community Development Block Grant Program (Katrina)	Front Street Reconnection & Downtown Streetscape Improvements	\$4,580,000 Pascagoula	Underway
(164) Community Development Block Grant Program (Katrina)	Riverfront Property Acquisition & Development; Live Oak Avenue Property Redevelopment	\$4,420,000 Pascagoula	Underway
(165) Community Development Block Grant Program (Katrina)	Planning	\$403,000 Pascagoula	Underway
(166) Community Development Block Grant Program (Katrina)	Downtown Streetscape Improvements	\$7,890,230 Pass Christian	Underway
(167) Community Development Block Grant Program (Katrina)	Planning	\$370,000 Pass Christian	Underway
(168) Community Development Block Grant Program (Katrina)	Civic Center, Library, Fire Station Coleman Avenue	\$6,005,000 Waveland	Underway
(169) Community Development Block Grant Program (Katrina)	Planning	\$265,000 Waveland	Underway
170) Community Development Block Grant Program Gulf Region CDBG Disaster Recovery	Water & Sewer System Improvements	\$243,000,000 Harrison County Utility Authority	Underway
171) Community Development Block Grant Program Gulf Region CDBG Disaster Recovery	Water & Sewer System Improvements	\$5,522,853 Pascagoula	Underway
172) Community Development Block Grant Program Gulf Region CDBG Disaster Recovery	Water & Sewer System Improvements	\$10,695,252 Moss Point	Underway
173) Community Development Block Grant Program Gulf Region CDBG Disaster Recovery	Water & Sewer System Improvements	\$4,518,223 Gautier	Underway
174) Community Development Block Grant Program Gulf Region CDBG Disaster Recovery	Water & Sewer System Improvements	\$4,223,685 Ocean Springs	Underway
175) Community Development Block Grant Program (Katrina)	Health Department	\$3,977,000 Jackson County	Underway
176) Community Development Block Grant Program (Katrina)	Building Improvements	\$1,878,575 Jackson County	Underway

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
177) Community Development Block Grant Program (Katrina)	Runway Improvements	\$ 855,263 Jackson County	Approved
178) Community Development Block Grant Program (Katrina)	Dredging Improvements	\$8,656,960 Jackson County	Approved
179) Community Development Block Grant Program (Katrina)	Building Addition	\$5,000,000 Jackson County	Approved
180) Community Development Block Grant Program	Building Improvements	\$ 500,000 Jackson County	Approved
181) Community Development Block Grant Program (Katrina)	Building Construction	\$5,367,675 Long Beach	Approved
182) Community Development Block Grant Program (Katrina)	Park	\$1,659,729 Long Beach	Approved
183) Community Development Block Grant Program (Katrina)	Fire Station	\$1,301,819 Long Beach	Approved
184) Community Development Block Grant Program (Katrina)	Planning	\$ 72,500 Long Beach	Approved
185) Community Development Block Grant Program (Katrina)	Street Improvements, Building Improvements, Pavilion	\$5,496,800 Ocean Springs	Approved
186) Community Development Block Grant Program (Katrina)	Fire Station	\$3,705,033 Ocean Springs	Approved
187) Community Development Block Grant Program (Katrina)	Sidewalks	\$2,230,013 Ocean Springs	Approved
188) Community Development Block Grant Program (Katrina)	Building Improvements	\$ 779,754 Ocean Springs	Approved
189) Community Development Block Grant Program (Katrina)	Building Construction	\$3,464,341 Pass Christian	Approved
190) Community Development Block Grant Program (Katrina)	Building Construction/Drainage	\$3,689,795 Pass Christian	Approved
191) Community Development Block Grant Program (Katrina)	Building Improvements/Building Construction	\$1,337,040 Stone County	Approved
192) Community Development Block Grant Program (Katrina)	Building Improvements	\$ 311,800 Forest	Closed
193) Community Development Block Grant Program	Emergency Water Repairs	\$ 100,000 Forest	Approved
194) Community Development Block Grant Program	Sewer Improvements	\$ 250,000 Forest	Underway
195) Community Development Block Grant Program	Water Improvements	\$ 198,611 Cary	Approved
196) Community Development Block Grant Program	Water Improvements	\$ 134,222 D'Lo	Approved
197) Community Development Block Grant Program	Sewer Improvements	\$ 449,734 Quitman	Approved

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
198) Community Development Block Grant Program	Sewer Improvements	\$ 81,185 Sharkey County	Complete
199) Community Development Block Grant Program (Katrina)	Beach Boulevard Lighting Phase I	\$ 127,223 Bay St. Louis	Complete
200) Community Development Block Grant Program (Katrina)	Valena C. Jones/Community Center	\$6,690,200 Bay St. Louis	Underway
201) Community Development Block Grant Program (Katrina)	Fire Station Annex	\$1,458,723 Bay St. Louis	Underway
202) Community Development Block Grant Program (Katrina)	Depot District	\$1,201,488 Bay St. Louis	Complete
203) Community Development Block Grant Program (Katrina)	Downtown Streetscapes	\$2,940,165 Bay St. Louis	Complete
204) Community Development Block Grant Program (Katrina)	City Hall Complex Improvements	\$4,200,000 Bay St. Louis	Complete
205) Community Development Block Grant Program (Katrina)	Senior Citizen Center	\$1,466,608 Bay St. Louis	Complete
206) Community Development Block Grant Program (Katrina)	Boys & Girls Club	\$1,359,863 Bay St. Louis	Complete
207) Community Development Block Grant Program (Katrina)	Athletic Complex Repair/Improvements	\$1,000,000 Bay St. Louis	Complete
208) Community Development Block Grant Program (Katrina)	Harry/Washington Street Water Tanks	\$ 762,549 Bay St. Louis	Complete
209) Community Development Block Grant Program (Katrina)	Historic City Hall	\$1,395,520 Bay St. Louis	Complete
210) Community Development Block Grant Program (Katrina)	Drainage System Master Plan	\$ 264,000 Bay St. Louis	Complete
211) Community Development Block Grant Program (Katrina)	Historic Depot	\$1,195,520 Bay St. Louis	Complete
212) Community Development Block Grant Program (Katrina)	Former City Hall Annex Improvements	\$ 200,000 Bay St. Louis	Complete
213) Community Development Block Grant Program (Katrina)	Longfellow Drive	\$ 247,393 Bay St. Louis	Underway
214) Community Development Block Grant Program (Katrina)	Municipal Pier & Harbor	\$475,437 Bay St. Louis	Underway
215) Community Development Block Grant Program (Katrina)	Marina-Market Study for Municipal Harbor	\$ 162,500 Bay St. Louis	Complete
216) Community Development Block Grant Program Economic Development	Seaway Road	\$4,000,000 Gulfport	Underway
217) Community Development Block Grant Program (Katrina)	Small Craft Harbor/20 th Ave. Improvements/ Jones Park	\$ 300,610 Gulfport	Underway
218) Community Development Block Grant Program (Katrina)	New Municipal Complex/Police Headquarters and Court	\$7,997,417 Gulfport	Underway

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
219) Community Development Block Grant Program (Katrina)	Arts District Building	\$ 537,462 Gulfport	Underway
220) Community Development Block Grant Program (Katrina)	Master Developer/Planning	\$ 750,000 Gulfport	Underway
221) Community Development Block Grant Program (Katrina)	Downtown Parking Structure	\$3,416,000 Harrison County	Underway
222) Community Development Block Grant Program (Katrina)	Downtown Governmental Complex/Library	\$6,413,700 Harrison County	Underway
223) Community Development Block Grant Program (Katrina)	Biloxi Courthouse Annex	\$1,641,825 Harrison County	Underway
224) Community Development Block Grant Program Economic Development	Gulfship, LLC	\$12,000,000 Harrison County	Underway
225) Community Development Block Grant Program Economic Development	Trinity Yachts	\$9,000,000 Harrison County	Underway
226) Community Development Block Grant Program Economic Development	MS Coast Coliseum & Convention Center	\$17,339,282 Harrison County	Underway
227) Community Development Block Grant Program Economic Development	Regional Airport/John Hill Boulevard	\$2,977,685 Harrison County	Underway
228) Community Development Block Grant Program (Katrina)	Comp. Plan; Zoning Ordinance; Subdivision	\$ 718,000 Harrison County	Complete
229) Community Development Block Grant Program Economic Development	WIS PAK	\$1,998,155 Hattiesburg	Underway
230) Community Development Block Grant Program GO Zone	Fire Station	\$1,437,900 Hattiesburg	Underway
231) Community Development Block Grant Program	James Street Water Well	\$2,364,210 Hattiesburg	Underway
232) Community Development Block Grant Program GO Zone	Airport/Fire Station & Terminal Bldg.	\$1,305,750 Vicksburg	Underway
233) Community Development Block Grant Program Economic Development	Haining Road Bridge/Magnolia Marine	\$10,000,000 Warren County	Underway
234) Community Development Block Grant Program GO Zone	Bayou Improvements	\$13,900,000 Warren County	Underway
235) Community Development Block Grant Program (Katrina)	City Hall Annex	\$2,802,608 Waveland	Underway
236) Community Development Block Grant Program (Katrina)	St. Joseph Street/Terrace Ave./Sidewalk	\$1,084,348 Waveland	Complete

<u>Type of Program</u>	<u>Type of Activities</u>	<u>Amount of Funds</u>	<u>Status of Program</u>
237) Community Development Block Grant Program	Business Incubator	\$3,486,401 Waveland	Complete
238) Community Development Block Grant Program (Katrina)	Comp. Plan/Zoning Ordinance & Map/ Subdivision Regulations/Architectural Design Standards	\$ 265,000 Waveland	Complete
239) Community Development Block Grant Program (Katrina)	Central Fire Station	\$1,142,438 Waveland	Underway
240) Community Development Block Grant Program (Katrina)	New Public Safety/Police Station	\$4,000,000 Waveland	Underway
241) Community Development Block Grant Program (Katrina)	West Waveland Sanitary Sewer	\$2,868,515 Waveland	Complete
242) Community Development Block Grant Program (Katrina)	Water System Annex Avenue	\$ 511,500 Waveland	Underway
243) Community Development Block Grant Program (Katrina)	Pine Hill	\$1,380,907 Wiggins	Complete
244) Community Development Block Grant Program (Katrina)	Reynolds Field	\$1,490,649 Wiggins	Complete
245) Community Development Block Grant Program (Katrina)	Planning-Land Development Code; Zoning Ordinance & Map; Subdivision Regulations; Architectural Design & Review Standards; New Water & Sewer System Master Plan	\$ 265,000 Wiggins	Complete
246) Community Development Block Grant Program (Katrina)	Sewer System Improvements	\$450,000 Ethel	Complete
247) Community Development Block Grant Program	Drainage Improvements	\$300,000 Batesville	Underway
248) Community Development Block Grant Program	Sewer Improvements	\$132,645 Bentonina	Underway
249) Community Development Block Grant Program	Sewer Improvements	\$250,000 Forest	Complete
250) Community Development Block Grant Program	Road Improvements	\$500,000 Jackson County	Underway

KATRINA SUPPLEMENTAL CDBG PROJECTS FUNDED AND/OR ADMINISTERED BY THIS FIRM

<u>City/County</u>	<u>Type of Project</u>
Bay St. Louis, MS	Fire Station
Bay St. Louis, MS	Waterfront Improvements, Downtown Parking and Retail Mixed Use
Bay St. Louis, MS	Planning
Bay St. Louis, MS	Valena C. Jones
Bay St. Louis, MS	Community Center
Bay St. Louis, MS	Downtown Streetscape
Bay St. Louis, MS	Depot District Streetscape
Bay St. Louis, MS	Elevated Water Tanks
Bay St. Louis, MS	Boys and Girls Club
Bay St. Louis, MS	Drainage System Master Plan Study
Bay St. Louis, MS	Longfellow Drive Improvements
Bay St. Louis, MS	Senior Citizens Center
Bay St. Louis, MS	Athletic Complex
Bay St. Louis, MS	New City Hall
Bay St. Louis, MS	Historic City Hall
Bay St. Louis, MS	Commagere Park
Bay St. Louis, MS	Historic Depot Improvements
Bay St. Louis, MS	Old City Hall Annex
Bay St. Louis, MS	Lighthouse Park & Visitors Center
Biloxi, MS	Civic Center
Biloxi, MS	Civic Center #2
Biloxi, MS	Library/Community Center/Multi-Use Facility
Biloxi, MS	Planning
Biloxi, MS	Planning Grant #2
D'Iberville, MS	Central Rodrigues Realignment & Reconstruction
D'Iberville, MS	Planning
D'Iberville, MS	Municipal Complex & Façade Program
D'Iberville, MS	Town Green & Visitors Center
D'Iberville, MS	Waterfront Overlook
D'Iberville, MS	Promenade Shopping Center
Forest, MS	Service Center Repairs
Gautier, MS	Planning
Gautier, MS	Highway 90 Improvements
Gulfport, MS	Façade
Gulfport, MS	Streetscape
Gulfport, MS	Planning
Gulfport, MS	Small Craft Harbor
Gulfport, MS	Arts District Headquarters Building
Gulfport, MS	Municipal Complex
Harrison County, MS	Parking Structure
Harrison County, MS	Biloxi Courthouse Annex
Harrison County, MS	Governmental Complex/Library
Hattiesburg, MS	Fire Station
Hattiesburg, MS	Water Well Treatment Plant #2
Jackson County, MS	County Services Complex
Jackson County, MS	Planning
Jackson County, MS	Health Department
Jackson County, MS	Northrop Grumman Singing River Island
Jackson County, MS	Northrop Grumman Trent Lott Airport
Jackson County, MS	V T Halter Marine
Jackson County, MS	Signal International

City/County

Jackson County, MS
Jackson County, MS
Jackson County, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Long Beach, MS
Moss Point, MS
Main

Moss Point, MS
Moss Point, MS
Moss Point, MS
Ocean Springs, MS
O'Keefe

Ocean Springs, MS
Ocean Springs, MS
Ocean Springs, MS
Ocean Springs, MS
Pascagoula, MS
Pascagoula, MS
Oak

Pascagoula, MS
Pascagoula, MS
Pascagoula, MS
Pass Christian, MS
Pass Christian, MS
Pass Christian, MS
Pass Christian, MS
Stone County
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS
Waveland, MS

Type of Project

Building Improvements
Runway Improvements
Dredging Improvements
Downtown Streetscape
Planning
City Hall
Fire Station
Town Green
Planning Grant #2
Fire Station, Riverwalk North, Riverwalk East, Marina,

Street Reconstruction, Façade Grants
Planning
City Hall
Pier & Concession Building & Riverwalk South
Downtown Streetscape, Ft. Maurepas Park, Mary C.

Roof
Fire Safety Center
Front Beach Sidewalks
Water and Sewer/DEQ
Mary C. O'Keefe Cultural Center
Front Street Reconnection & Downtown Streetscape
Riverfront Property Acquisition & Development; Live

Avenue Property Redevelopment
Planning
Live Oak Property Redevelopment #2
Riverfront Property Redevelopment #2
Downtown Streetscape Improvements
Planning
City Hall
Library/Drainage
Library/EOC 911 Center
Civic Center, Library, Fire Station, Coleman Avenue
Planning
City Hall
City Hall Annex
Business Incubator
Sidewalk Improvements
Fire Station – Hwy 90
Police Station
Harbor, Boat Launch and Lighthouse
Community Center
West Waveland Sanitary Sewer Improvements

PROJECTS

ECONOMIC DEVELOPMENT ADMINISTRATION

1978	Reconstruction of Levee Street and Renovation of Band Building, Carr Jr. High School	\$ 150,000
1980	Municipal Gas System Renovation and Improvements	\$ 375,000
1982	Construction of 500,000 Gallon Elevated Water Tank/Airport Industrial Park	\$ 175,000
1983	Construction of Access Road to Airport Industrial Park	\$ 122,500
1984	Port of Vicksburg Terminal Improvements	\$1,250,000
1985	Water Line Improvements at Airport Industrial Park	\$ 10,000

FEDERAL AVIATION ADMINISTRATION

1983	Airport Master Plan and Environmental Assessment	\$ 27,000
1986	Phase I Airport Construction/New Regional Airport	\$2,000,000

BUREAU OF OUTDOOR RECREATION/LAND AND WATER CONSERVATION FUND

1975	Construction of Major Recreation Complex/Lighted Ballfields/Tennis Courts	\$ 153,500
1978	Construction of Lighted Ballfield, Basketball Courts	\$ 100,000
1985	Halls Ferry Park - Construction of Two Lighted Tennis Courts	\$ 50,000
1985	Lighted Ballfield Complex at Kings Community	\$ 40,000

SOIL CONSERVATION SERVICE

1983	Reconstruction of Glass Bayou Weir	\$ 344,715
1983	Emergency Repairs/Stouts Bayou	\$ 467,621
1985	Emergency Repairs/Stouts Bayou	\$ 238,891

HOUSING AND URBAN DEVELOPMENT

1988	Public Housing Complex/96 Dwelling Units	\$4,500,000
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CAPACITY FOR PERFORMANCE

CAPACITY FOR PERFORMANCE

The following individuals are available to provide Administrative Services:

Olie Blansett Elfer – Co-Owner, Senior Consultant

Ann Frazier – Co-Owner, Senior Consultant

Michele Moore – Co-Owner, Senior Consultant

William “Bill” Williams – Associate Consultant

Elle Vicknair – Associate Consultant

Debra Tompkins – Bookkeeper

Linda B. Way - Clerical/Secretary

Lee Goss – Supervisor – Certified Payroll

Jackie McKay and Tommy Alford – Certified Payroll Clerks

The Consultant's key administrative personnel to be assigned to this project will be Olie Blansett Elfer, Ann Frazier, Michele Moore, and Bill Williams. Support assistance will be provided by Elle Vicknair, Lee Goss, Jackie McKay, Tommy Alford, and Debra Tompkins, if necessary, and by Linda Way who will handle clerical responsibilities. The Consultant is prepared to provide any additional personnel that may be needed to properly implement this project although the need is not anticipated.



City of Hattiesburg, MS

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

Master

File Number: 2012-0469

File ID: 2012-0469

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 01/13/2012

Brief Title: Engineering Services for USA Yeast project

Final Action: 01/17/2012

Minute Book Number: MB 2012-1/16

Title:

Acknowledge receipt of proposals on January 6, 2012 and approve proposal from HRG, LLC for engineering services in connection with the submittal of an application for Economic Development Grant Funds under the Mississippi Development Authority's Katrina Supplemental Community Development Block Grant Program.

Notes:

Sponsors:

Enactment Date:

Attachments: HRGRatingSheet, HRGEngineeringproposal

Enactment Number:

Contact:

Meeting Date:

Drafter: Franklyn Tate

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	01/17/2012					
1	City Council	01/17/2012	Approve				Pass
Action Text: A MOTION was made by Council member Ware and seconded by Council member Naylor to Acknowledge receipt of proposals on January 6, 2012 and approve proposal from HRG, LLC for engineering services in connection with the submittal of an application for Economic Development Grant Funds under the Mississippi Development Authority's Katrina Supplemental Community Development Block Grant Program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0469

Title

Acknowledge receipt of proposals on January 6, 2012 and approve proposal from HRG, LLC for engineering services in connection with the submittal of an application for Economic Development Grant Funds under the Mississippi Development Authority's Katrina Supplemental Community Development Block Grant Program.

Summary

Engineering services for USA Yeast grant project

Budget Information

Expenditure Type

Grant application

Purchasing Item

Publication Information

MINUTES
PROCUREMENT SELECTION COMMITTEE

1/13/2012
Date

RE: Engineering Services

Members Present:

FRANKLYN TATE
MATT BOUTWELL
BERT KUYRKENDALL

The Committee reviewed 3 proposals submitted for the services referenced above using the following selection criteria for evaluation:

Criteria	Maximum Points
Qualifications	40
Experience	40
Capacity for Performance (Work Force)	20
Total Points	100

The Committee members assigned points to each firm or individual based on a careful review of the content of the proposal. The firm receiving the highest number of points from each Committee member received one (1) vote from each member.

Committee Member	Firm	Total Points	Vote	Total Votes
<u>FRANKLYN TATE</u>	<u>HRG</u>	<u>100</u>	<u>1</u>	<u>1</u>
<u>MATT BOUTWELL</u>	<u>HRG</u>	<u>80</u>	<u>1</u>	<u>1</u>
<u>BERT KUYRKENDALL</u>	<u>HRG</u>	<u>100</u>	<u>1</u>	<u>1</u>
				<u>3</u>

Based upon a tabulation of points, the proposal submitted by _____ received the highest number of votes.

Pursuant to the HUD regulation entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", said regulation being referred to as the "Common Rule" and the Selection and Procurement Procedures for the City, the Committee, therefore, recommends the selection of the firm of HRG, LLC to perform Engineering Services.

Franklyn Tate
Member Consultant Selection Committee

Matt Boutwell
Member Consultant Selection Committee

Bert Kuyrkendall
Member Consultant Selection Committee

Member Consultant Selection Committee

Member Consultant Selection Committee

**HATTIESBURG, MISSISSIPPI
RECOMMENDATION OF
PROCUREMENT SELECTION
COMMITTEE**

RE: Engineering Services (Type of Services)

Pursuant to HUD regulation entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments"; said regulation being referred to as the "Common Rule" and the Selection and Procurement Procedures for the City, the Committee, requested proposals for Engineering services.

The following proposals were received in the City Clerk's Office no later than 10:00 A. M. on Thursday, January 6, 2012. The Selection Committee met on 1/13/2012 to review the proposals received from the following firms and/or individuals:

1. HRG LLC
2. THOMPSON ENGINEERING
3. WAGGONER ENGINEERING
4. _____
5. _____

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the highest number of points is deemed by this Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to _____. The firms that were evaluated are listed in order of the points assigned.

<u>Firm</u>	<u>Total Points</u>
<u>HRG LLC</u>	<u>280</u>
<u>THOMPSON ENGINEERING</u>	<u>243</u>
<u>WAGGONER ENGINEERING</u>	<u>274</u>
_____	_____
_____	_____

FRANKLYN TATE
Member Consultant Selection Committee

DAVID M. MURRAY
Member Consultant Selection Committee

MAURICE R. FULTON
Member Consultant Selection Committee

Member Consultant Selection Committee

Member Consultant Selection Committee

91
91
100

DATE: 1/13/2012

SELECTION OF: Engineering Services

MAXIMUM POINTS

- TOTAL POINTS**

100

<u>NAME</u>	<u>CRITERIA</u>	<u>TOTAL POINTS</u>
	<u>1 2 3</u>	
HRC, LLC	40 40 20	100
THOMPSON ENGINEERING	40 37 20	97
WAGGONER ENGINEERING	40 38 20	98

DATE:

SELECTION OF:

CRITERIA

1. **QUALIFICATIONS** - Information reflecting qualifications of persons to be assigned to provide services

40

2. **EXPERIENCE** - Information regarding the experience of the firm particularly Community Development Programs. The information submitted should as a minimum include: (1) Type of Federal Program; (2) The amount of Federal funds; (3) Types of project activities undertaken; (4) The Request for Proposals request detailed information with regard to experience in specific areas pertinent to Federally assisted projects.

40

3. **CAPACITY FOR PERFORMANCE** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous record with regard to performance in Federally assisted programs.

20

TOTAL POINTS

100

[illegible]



January 6, 2012

Eddie R. Myers, City Clerk
City of Hattiesburg
P. O. Box 1898
200 Forest Street
Hattiesburg, MS 39403-1898

REFERENCE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
DISASTER ASSISTANCE PROGRAM PROPOSAL FOR ENGINEERING
SERVICES

Dear Mr. Myers,

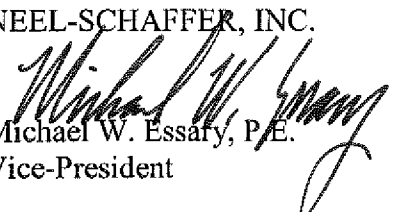
Enclosed please find the Hattiesburg Resource Group's, LLC (HRG) proposal in relation to the CDBG Program Disaster Assistance Program. The Hattiesburg Resource Group, LLC was formed in the Spring of 2011 by combining the resources of Neel-Schaffer, Inc. and Shows, Dearman and Waits, Inc. consulting engineering firms. Both of our firms have served the City of Hattiesburg for a total of over 50 years on a wide variety of projects.

HRG offers the City of Hattiesburg a local, experienced team of professional engineers and technicians that fully understand the CDBG process. Our team has designed and constructed more than 100 projects involving CDBG Disaster Relief funds. This project will be managed from our Hattiesburg offices by Shea McNease and myself.

The Hattiesburg Resource Group, LLC understands the importance of this project and its ability to improve the quality of life within the City of Hattiesburg. If you need additional information please contact me at 601-545-1565. Thank you for your time and consideration of this proposal.

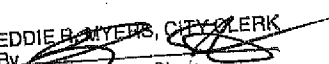
Sincerely,

NEEL-SCHAFER, INC.


Michael W. Essary, P.E.
Vice-President

FILED

JAN 06 2012

EDDIE R. MYERS, CITY CLERK
By 
Deputy Clerk

Enclosures

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	Project Understanding and Approach
	About the Hattiesburg Resource Group
	The HRG Team
	Capacity
	Key Personnel
	Quality Control
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	Summary of Related Experience
Section 2	Professional Qualifications of Key Personnel
	Organizational Chart
	Resumes
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	Project Profiles
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Section 1

Summary of Qualifications

Project Understanding and Approach

About The Hattiesburg Resource Group (HRG)

The HRG Team

Capacity

Key Personnel

Quality Control

Cost Control

Summary of Related Experience

Project Understanding and Approach

The City of Hattiesburg is seeking proposals to provide engineering services in connection with the Community Development Block Grant (CDBG) Economic Development Disaster Program as designated for Disaster relief by the Mississippi Development Authority (MDA).

As our proposal will show, Hattiesburg Resource Group (HRG) offers the City of Hattiesburg a local, experienced team of professional engineers and technicians who understand the CDBG process. Our team has designed more than 100 projects involving CDBG funds and multiple infrastructure projects on the Mississippi Gulf Coast funded by CDBG Disaster Relief funds. We understand the need for a good working relationship between the owner, grant administrator and the engineer.

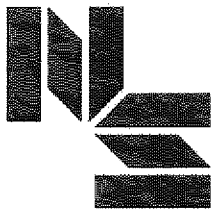
The HRG team has the ability to respond quickly and produce quality work under short deadline constraints. We will carry out activities in a timely manner in accordance with the primary objectives of the Housing and Urban Development Act of 1968 and other applicable laws, as well as provide accurate documentation of the project. In complying with the regulations, we will make every effort to give job opportunities for job training and employment to lower income residents of the area.

About The Hattiesburg Resource Group, Inc. (HRG)

HRG was formed in the Spring of 2011 by combining the resources of Neel-Schaffer, Inc. and Shows, Dearman and Waits, Inc. consulting engineering firms. Through the creation of HRG, we capitalize on the strengths of the two firms - assuring the highest quality service and the ability to accomplish work. Our capacity is larger thus the ability to perform work at a quicker pace while still maintaining the highest quality.

Both firms have been in the City of Hattiesburg for over 25 years, and each has its own knowledge of past projects. By combining resources and creating HRG, we now combine the institutional knowledge of past projects with the best expertise in the area.

The HRG Team

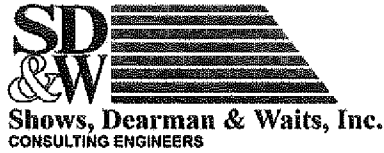


Neel-Schaffer, Inc. Firm Profile

Founded in 1983, Neel-Schaffer's goal today – as then – is to become an extension of our clients' staff by providing resources and/or capacity they do not possess in-house. We employ a staff of over 400 professional and technical employees, 143 of which are graduate engineers and 120 that are registered professionals. More than 45 of our team members hold advanced degrees in various disciplines.

Neel-Schaffer provides services from civil, structural, hydraulic, geotechnical, environmental, electrical, traffic, transportation, highway and bridge engineers, and environmental scientists who are recognized experts in their fields. The company also employs highly trained hydrologists, cost estimators, urban planners, and landscape architects. Professional services can be provided for the complete scope of a project to include the planning, surveying, design, and construction phases, as well as administrators to manage local and wide area networks for CADD and information management systems such as GIS. Recently developed disciplines for which Neel-Schaffer provides services include forensic engineering, debris management, and public participation.

Shows, Dearman & Waits, Inc. Firm Profile



Shows, Dearman and Waits, Inc., (SDW) was formed in January of 1963 to pursue a general practice of consultation in civil engineering. Our primary objective has always been to provide quality service to our clients and to provide it efficiently and economically. Client service is the hallmark of this firm equal only to our commitment to excellence.

This commitment is exemplified in our highly professional staff consisting of five registered professional engineers, two engineer interns and twelve full-time support personnel.

Shows, Dearman and Waits, Inc., has engaged in planning, design and resident observation of major drainage, street and road, water and sewer systems, airport improvements and other major construction projects for a wide range of public and private sector clients. Our public sector experience has made our firm extremely knowledgeable of federal regulations, requirements and programs. Our firm has direct, practical experience with the following:

- Community Development Block Grant (CDBG)
- Economic Development Agency (EDA)
- Environmental Protection Agency (EPA)
- Federal Aviation Administration (FAA)
- Department of Defense (DOD)
- Federal Aid Urban Systems (FAUS)
- Farmer's Home Administration (FHA)

Capacity

Our team has provided services on numerous projects for local, state and federal agencies. With each project we review the necessary resources, and we select the professional with the necessary expertise, and we utilize the best practices developed through a portfolio of projects developed over 48 years. The combination of commitment to client service and excellence provides a framework for each project contracted to our firm to receive the same level of professional service. Our team offers over 450 professionals to bring your project to fruition and deliver it in the timeframe you require. Our goal is a results oriented delivery of high quality professional services within the necessary regulatory, oversight and financial guidelines which ultimately are satisfactory to the client.

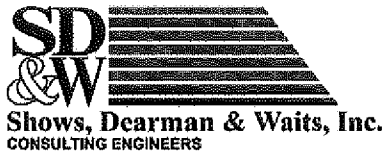
Key Personnel



Key professionals to be assigned to this work include the following:

- **Michael W. Essary, P.E., Project Manager** - is Vice President and Engineer Manager of Neel-Schaffer's Hattiesburg and Laurel offices. His responsibilities include supervision of the Engineering, CADD and office administration staff. Mr. Essary has over 23 years of project management experience and provides quality assurance on all projects in the Pine Belt region. His duties have included coordination of survey, geotechnical and permitting as well as final design and oversight during construction.
- **Jeff Pittman, P.E., Project Engineer** - has more than 14 years of experience in the environmental consulting field including water and wastewater distribution, collection and treatment systems. Mr. Pittman has extensive experience in quality assurance, project management and construction oversight of large scale infrastructure projects.

- **David Wright, P.E., BCEE, Quality Assurance/Quality Control** - has 34 years of professional experience including management responsibility in a broad spectrum of municipal and private infrastructures in areas such as: civil, water, wastewater and reuse; water supply development using surface and groundwater sources; water, wastewater and reuse distribution system evaluations and design; and utility program financing.
- **Nathan Husman, P.E., Engineering Support** - has 19 years experience in the wastewater engineering field. He recently served as a consulting engineer providing technical assistance to the city of Hattiesburg in reviewing the characteristics of the USA Yeast wastewater and its impact on the city's South Lagoon.
- **Alane Young, RPG, Environmental Studies** - has 23 years of experience in managing hydro-geological and environmental projects on the Mississippi Gulf Coast. For the past 4 years, the focus of her experience has been assisting local government and non-profit agencies in Hurricane Katrina recovery projects.



- **Shea E. McNease, P.E., Construction Engineering** - has 11 years of experience and is a principal owner and Vice President of Shows, Dearman and Waits, Inc. He has served as a project manager and design engineer on various projects that include water and wastewater treatment projects, water and wastewater transmission projects, site planning projects and transportation projects. Mr. McNease has also served as a project manager for the construction these types of projects.
- **Kyle D. Wallace, P.E., Resident Project Representative**, has over 20 years of experience in all facets of Civil Engineering. He has managed the design and construction of many water, wastewater, road, bridge, and drainage projects. As a principal owner and Vice President of Shows, Dearman and Waits, Inc., Mr. Wallace oversees quality assurance and project management on all design and construction projects.
- **Steve Tingle, Inspection Services**, Steve Tingle has worked as a resident project representative for Shows, Dearman and Waits, Inc. for over 25 years. In his tenure he has observed the construction of all types of civil engineering and infrastructure projects. Mr. Tingle's vast knowledge of design and construction methodology as well as quality control ensures that projects are built in accordance with all project plans and specifications.

Quality Control

Quality control begins with staffing the projects with quality people who have proven experience. A key aspect of our proposed management system is the provision for systematic quality assurance and control. As professional engineers, we understand that a systematic approach is the best means of ensuring the quality of our work and meeting the performance standards required by the client.

Systematic quality assurance and control is accomplished by appropriate and timely review of the project goals; contract scope of work, budget and schedule; technical methods; and all work products.

A Quality Control Committee composed of the Officer-in-Charge and other required qualified, experienced senior technical personnel, including subconsultants, will coordinate Quality Control.

We would propose that one or more representatives of the client actively be involved in the QA process to ensure our early and complete understanding of the scope of work and to determine that each work product meets the client's requirements and performance standards.

Our Quality Control Program is Designed to:

- Have all levels of management maintain an effective quality control program with active participation by all personnel.
- Ensure that quality is a continuous and integral part of the entire project and not just an "end of job" review.

- Consider quality standards and objectives as equal or superior to budget and schedule consideration.
- Commit the resources needed to achieve the quality goals and objectives as set by the Officer-in-Charge, and the client.
- The team has developed and utilizes a quality control manual in producing our work. This manual is based on recommended procedures by national engineering organizations.

Cost Control

Our team understands the need to complete projects on time, as well as with in budget. Our team has achieved an excellent record of cost control during the design and construction phases of its contracts.

Cost control methods used by the firms are based on the early development and analysis of all viable design alternatives, maintenance of current construction cost files and consultation with experienced construction professionals. The firms stay abreast of new construction materials and techniques.

Our In-depth experience confirms that thoroughly complete and detailed construction documents help achieve a good correlation between low bid and estimate, and minimize change orders during construction.

For each project, we integrate the latest design techniques to develop a set of construction plans and contract documents that reflect current practices in the design and construction industry.

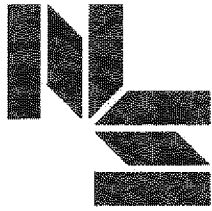
In addition, our team analyzes the project from the perspective of a contractor to ensure a design that is constructible in a timely, efficient manner while still maintaining the high quality required in the construction plans and contract documents. This method of analyzing a project from the perspective as a contractor has helped develop an excellent record of cost control throughout each project.



Woolmarket Wastewater Treatment Facility, Woolmarket, MS

Summary of Related Experience

Our team has extensive and recent CDBG experience.



- **The City of Hattiesburg USA Yeast Wastewater Assistance** – Neel-Schaffer, Inc. provided technical assistance to the City of Hattiesburg in reviewing the characteristics of the USA Yeast wastewater and its impact on the City's South Lagoon. Our work continued through negotiations with the industry, MDEQ, and MDA and

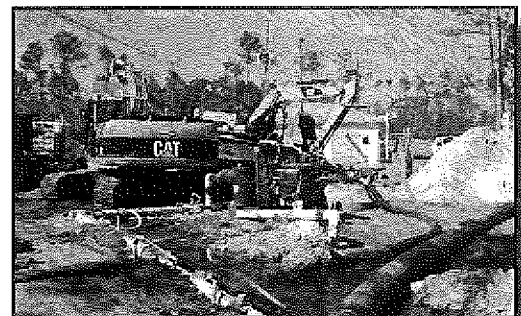
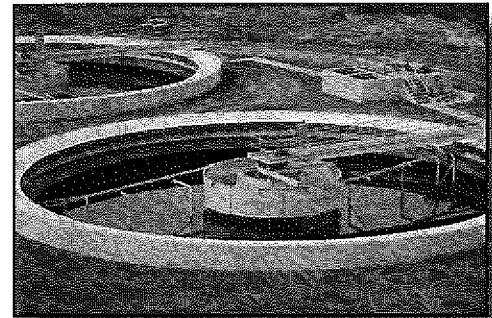
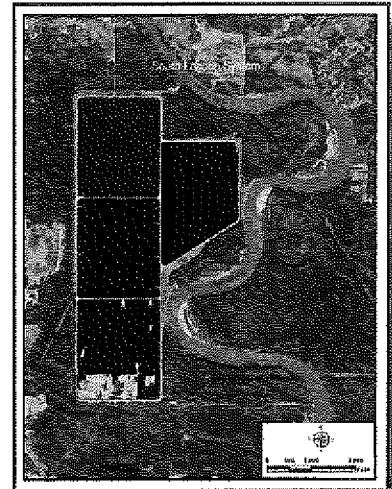
providing additional technical assistance to the City's legal team. Through our efforts on behalf of the City, MDA has offered CDBG Economic Development Disaster Recovery Grant Funds to assist both parties to resolve the current situation by encouraging the industry to construct a pretreatment system and greatly improve the capacity of the South Lagoon to treat the industry's wastewater.

- **McComb Regional Wastewater Treatment Plant McComb, Mississippi** - Neel-Schaffer has served as the city of McComb's Engineer for more than 20 years. The \$34 million facility, which was completed approximately one million under budget and three months ahead of schedule, is able to process wastewater for the entire region in an environmentally responsible manner and serves as the example for regional solutions to the costly problem of upgrading existing wastewater treatment plants to comply with new environmental permitting regulations. The science behind the system is nothing new however, the application is revolutionizing the industry. Using a naturally occurring biological process, the system uses "bugs" to break down waste and eat the bacteria in the treated water.

The facility has been in operation for over six months now and in that time, it has created no waste sludge. Traditional wastewater systems produce waste or excess sludge that must be removed to a disposal site. The disposal of this waste sludge is becoming an increasingly costly problem for cities whether they utilize landfills, land application, or add additional costly processes to convert the sludge into a safe product for commercial use.

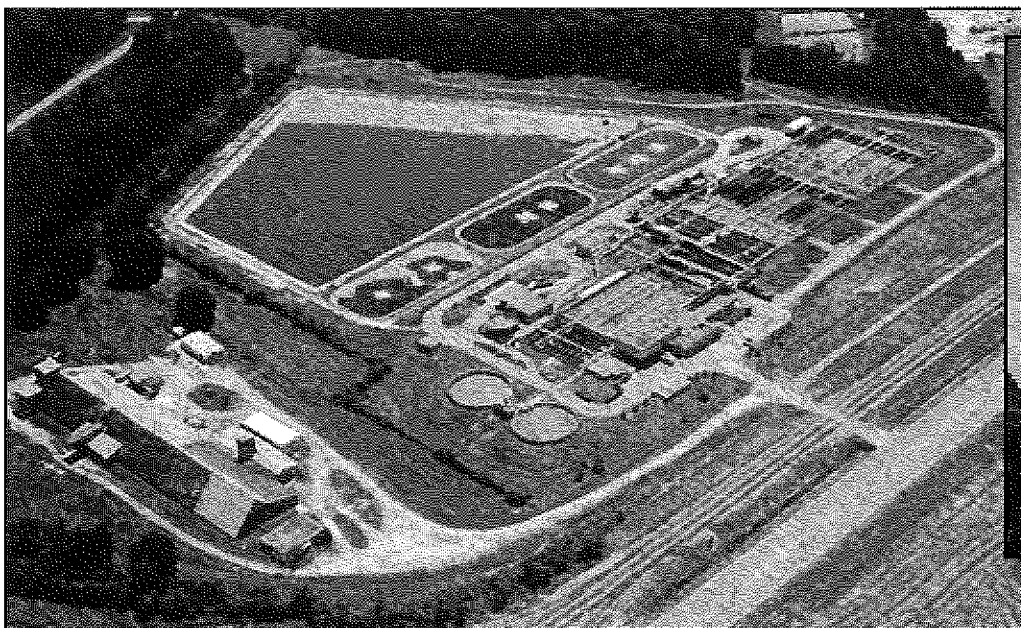
The benefits realized through use of this innovative process include a reduction of the facility's environmental "footprint," greater flexibility in wastewater treatment methods, and a reduction in the amount of residual sludge produced. "Currently, the City of McComb is treating on average three million gallons of wastewater per day," said McComb Public Works Director Ronnie Lindsey, CWO, CPCO. "There is ample capacity for the treatment of additional wastewater, as this facility is designed for a peak flow of 15 million gallons per day, and is permitted to process an average five million gallons per day."

- **CDBG Utility Infrastructure Improvements** – Gulf Coast of Mississippi – Neel-Schaffer has provided design and construction administration services for many of the Gulf Coast Katrina Recovery Community Development Block Grant program's infrastructure improvement projects in Pascagoula, Stone County, Jackson County, Harrison County, Hancock County, Gautier, Bay St. Louis, and Biloxi.

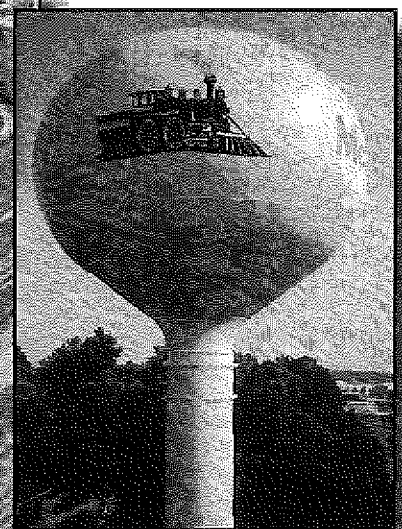


- **Southern Jackson Co. Wholesale Water Supply Project, Jackson County, MS** - Neel-Schaffer was selected to provide engineering services on behalf of the Jackson County Utility Authority, who is supplying wholesale water to private water districts. The water supply system allows for private water districts in the area to provide consumers with water quality and quantities that are in compliance with Environmental Protection Agency (EPA) standards and Mississippi Department of Health groundwater rules.
- **Water System Improvements for the town of Magnolia, MS** – This project included the rehabilitation of the water treatment plant located at the old Croft Manufacturing Facility. Work included replacement of pumps, filters and chemical feed equipment. Also included sandblasting and painting of all metal surfaces. Installed electrically operated valves on the distribution system, cleaned and inspected all water storage tanks and rehabilitated the one at the Croft location.
- **Wastewater Treatment Plant, Southwest Community College, Summit, MS** –Design and construction phase services for a Sequencing Batch Reactor (SBR) system to treat wastewater from a community college. The SBR system is an activated sludge process that utilizes a fill and draw mode of operation. Construction cost was \$1.1 million.
- **Water/Sewer Improvement program for the city of Columbus, MS** – Improvements had a construction cost of approximately \$50 million that included a new 8-MGD water treatment plant, complete renovation of an existing water treatment plant and installation of large-diameter transmission mains. The project also included the extension of water/sewer utilities to serve the Columbus Air Force Base.
- **Lynch Creek Interceptor Sewer, Jackson, MS** – Approximately 60,000 feet of interceptor sewer ranging in size from 8 inches to 48 inches in diameter for an urban area. Construction costs exceeded \$22 million.
- **Newton Wastewater Treatment Plant Trickling Filter Project** - Neel-Schaffer designed a retrofit to the existing wastewater treatment plant for the city in 2006. The project consisted of design and construction of an ammonia trickling filter capable of removing or reducing the ammonia concentration in the lagoon cells which have a permitted inflow of 0.77 MGD. The project also consisted of installing two circulation pumps and about 800 linear feet of transmission and discharge piping. Construction administration and inspection services were also provided for this six month project. Construction cost was approximately \$800,000.

The following project descriptions and matrix indicate the broad scope of our water/wastewater experience.



Wastewater Treatment Plant Renovations, Meridian, MS



Water/Sewer Improvements,
McComb, MS

Water/Wastewater and Storm Water Infrastructure Program

Eastern Hancock County Regional Water Supply CDBG Funding: \$22,400,000	Eastern Jackson County Regional Water System CDBG Funding: \$11,600,000
Hancock County Water & Sewer District Water Distribution System CDBG Funding: \$8,800,000	Western Jackson County Regional Water System CDBG Funding: \$18,000,000
Bay St. Louis/Cedar Point Wastewater System CDBG Funding: \$4,900,000	North Jackson County Decentralized Wastewater Treatment Facilities CDBG Funding: \$25,300,000
South Woolmarket Pump Station CDBG Funding: \$4,300,000	West Jackson County Regional Wastewater Treatment Facilities CDBG Funding: \$7,800,000
South Woolmarket Wastewater Treatment Facility CDBG Funding: \$18,200,000	Southern Stone County Regional Water Supply System CDBG Funding: \$10,300,000
Gautier Wastewater Pump Station CDBG Funding: \$2,600,000	Southern Stone County Wastewater Treatment Facility CDBG Funding: \$9,800,000
Gautier Water Transmission Network CDBG Funding: \$2,000,000	Wiggins Regional Wastewater Treatment Facility CDBG Funding: \$18,500,000

Economic Development Program/Community Planning

Downtown Redevelopment

Long Beach, Miss CDBG Funding: \$6,900,000	Lucedale, Miss CDBG Funding: \$500,000
Wiggins, Miss CDBG Funding: \$2,700,000	Picayune, Miss CDBG Funding: \$2,100,000
Pass Christian, Miss CDBG Funding: \$8,500,000	Biloxi, Miss CDBG Funding: \$16,000,000
Gautier, Miss CDBG Funding: \$5,600,000	Lucedale, Miss CDBG Funding: 800,000

Community Planning

Stone County, Miss Comprehensive Planning CDBG Funding: \$ 265,000	Harrison County, Miss Master Planning CDBG Funding: \$149,000 sub
Gautier, Miss Comprehensive Planning CDBG Funding: \$ 450,000	Wiggins, Miss Comprehensive Planning and Update of Land Development Code CDBG Funding: \$187,000
Picayune, Miss Comprehensive Planning CDBG Funding: \$100,000	

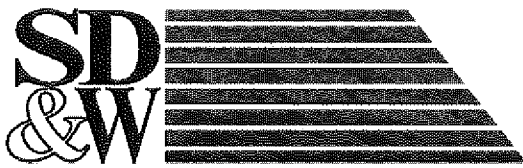
Neel-Schaffer

Representative Water and Wastewater Experience Matrix

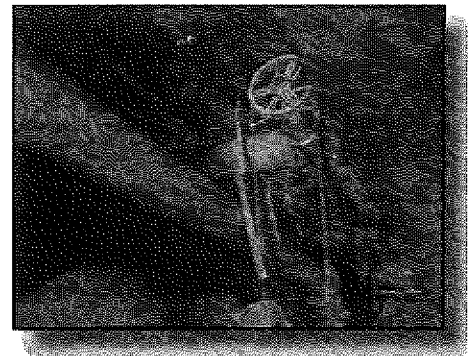
Client	Water Treatment Plants New/Rehabilitated	Water Distribution Mains	Waste Water Collections/ Interceptor Systems	Sewer Line/Lift Stations Rehabilitation	Wastewater Treatment New/Rehabilitated	Water Storage Tanks and Reservoirs New/Rehabilitated	Water Wells	Rate Studies	Water/Wastewater Master Plans - New and Updates	Capital Improvements Budgeting	Infrastructure Analysis for Annexation	Hydraulic Studies	SCADA Systems
City of Bay St. Louis, MS			x	x	x							x	
City of Magnolia, MS			x	x	x						x	x	
City of Brookhaven, MS			x	x									
City of Carthage, MS						x	x						
City of Columbus, MS	x	x	x	x	x		x	x	x		x	x	x
City of Greenville, MS				x									
City of Hattiesburg, MS	x										x		x
City of Jackson, MS	x	x	x	x		x		x	x				x
City of Kosciusko, MS					x			x	x				x
City of Laurel, MS		x	x	x		x		x	x	x		x	
City of McComb, MS	x	x	x	x	x	x	x	x			x		
City of Natchez, MS					x			x					
City of Purvis, MS		x	x	x	x				x		x	x	
Town of Richton, MS	x	x	x	x	x								
Town of Sumrall, MS		x	x	x									
City of Meridian, MS		x	x	x	x								
Culkin Water District	x	x			x	x		x		x		x	x
Leesburg Water Association	x	x				x		x				x	
Pearl River Valley Water Supply District		x	x			x	x	x		x		x	x
MS State Parks		x	x	x	x	x							
City of Aberdeen, MS	x		x	x	x				x				

Shows, Dearman & Waits has extensive and recent CDBG experience as follows.

City of Hattiesburg Water and Sewer Projects:

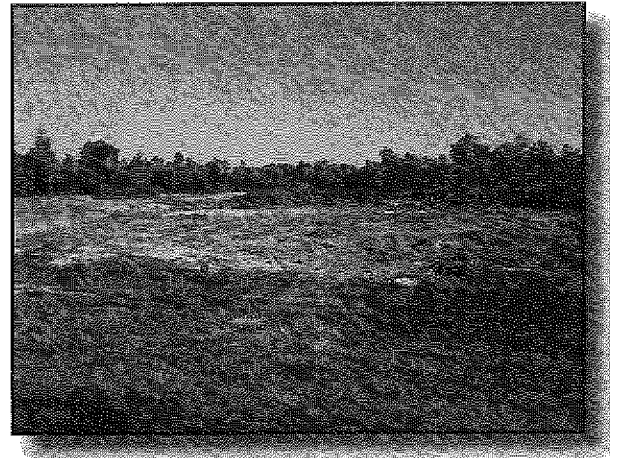


- Richburg Hills Sewer \$1.4M. Installation of sanitary sewer in previously unserved subdivision located east of Interstate 59 and south of Richburg Hills Road.
- West Hills/Golf Course Sewer \$350K. Installation of sanitary sewer in previously unserved areas along these routes adjacent to the former Van Hook Golf Course.
- Hwy 49 S at Duff Amusement Sewer \$300K. Installation along Highway 49 near Duff Amusement and north of J.M. Tatum Blvd to serve previously unserved commercial businesses.
- James St. Plant Upgrades \$3.5M. Rehabilitate 1960's era water treatment plant filter system and other treatment systems. Also two new water wells were installed to provide an adequate water supply. Katrina CDBG
- Water Meter (cost unknown). City of Hattiesburg replaced all water meters located in the franchise area for the City of Hattiesburg. The new system includes radio read for more accurate and timely meter readings. The city performed these services in-house with an outside contractor
- Hwy 98 West Annexation \$4M. Areas annexed in early part of decade were provided sanitary sewer. The commercial corridors included Hwy 98 between Turtle Creek Crossing and King Road including Baracuda Drive, King Road, Oak Grove Road, Lincoln Road Extension and other minor roadways.
- Lincoln Road Annexation \$1.5M. Areas along Lincoln Road between Interstate 59 and Oak Grove Road were provided sanitary sewer and potable and fire protection water services.
- Hwy 11 South Sewer \$350K. Installation of sanitary sewer to areas along Highway 11 west of Interstate 59 in the vicinity of Sullivan-Kilrain Road.
- Westover Water \$300K. Installation of 12" water line along Westover Drive and Golf Course Road to provide fire protection and dependable water service to the Classic Drive and Country Club Areas.
- North and South Lagoon Chlorination/Dechlorination \$2M. The south lagoon was completed in the late 90's and the North Lagoon approximately two years ago. The system adds chlorine and then dechlorinates the water prior to entering the Leaf and Bouie Rivers as a requirement of the MDEQ.
- Hardy Street Sewer Rehab \$300K. Rehabilitate existing sanitary sewer lines prior to upgrades of Hardy Street between Hwy 49 and downtown Hattiesburg(West Pine)
- Downtown Sewer Rehab \$350K. Rehabilitation of existing sanitary sewer lines in the downtown area including Forrest, Hemphill, Main, North Pearl and West Pine. Rehabilitation included cleaning, TV and cured in place lining of existing gravity lines. System eliminated need to disrupt street and was coordinated prior to downtown street paving.
- South Lagoon Improvements \$2.0M. Installation of a diffused air project to replace existing floating aeration system. Diffused air provided by blower system and discs installed on the bottom of the existing lagoon sys-



tem. Project was part of upgrades to municipal waste treatment system. Katrina CDBG.

- 592 Sewer Improvements \$5M. Corps of Engineers funded project to upgrade existing sanitary sewer collection and treatment facilities. Three separate phases including two phases of sanitary sewer collection system upgrades. Upgrades located in older areas of Hattiesburg to replace lines from 8 inches to 30 inches in diameter. New lines will increase capacity and prevent infiltration during heavy rain events. North Lagoon Expansion Phase will double the existing lagoon size to 4 MGD. The project will provide additional capacity and treatment capacities for the lagoon responsible for the large commercial corridor along Highway 98 West.



Other Municipalities Water and Sewer Projects:

- City of Collins – CDBG Water System Improvement Project – Consisted of the Design and Construction of an elevated water storage tank, water well and expansion of the city's water distribution system. Total project cost \$750K.
- City of Collins – CDBG Sewer System Expansion Project – Involved the design and construction of gravity and pressured sewer lines, as well as lift stations in the previously unsewered areas the west side of the city. Total construction cost of \$400K.
- Town of Mt. Olive – 2006 CDBG Sewer System Expansion – Consisted of the design and construction of gravity and pressure sewer lines along with associated lift stations in previously unsewered areas of the town. Total construction cost \$300K.
- Town of Mt. Olive – 2008 CDBG Sewer System Expansion – Consisted of the design and construction of gravity and pressure sewer lines along with associated lift stations in previously unsewered areas of the town. Total construction cost \$300K.

Section 2

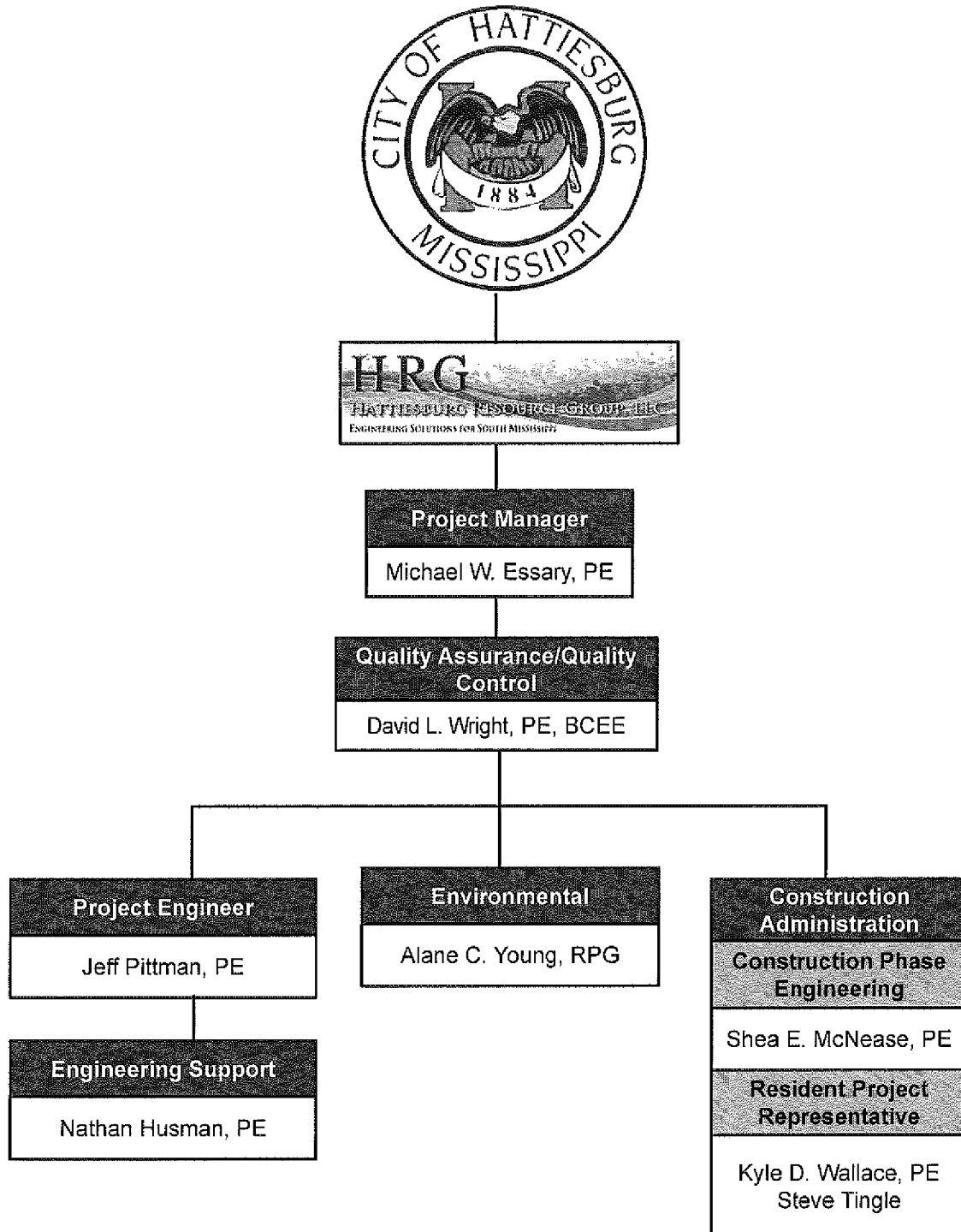
Professional Qualifications of Key Personnel

Organizational Chart

Resumes

City of Hattiesburg CDBG 2012 Economic Development Disaster Assistance Program

Organizational Chart



Michael W. Essary, PE

Professional History

Education

Bachelor of Science,
1988, Civil Engineering,
Mississippi
State University

Registrations

Professional Engineer,
Mississippi, 11856

Associations

National Society of
Professional Engineers

Mississippi
Engineering Society

Mr. Essary joined Neel-Schaffer in 1996 after working for eight years with the Florida Department of Transportation, the Mississippi Department of Transportation, and the U.S. Army Corps of Engineers.

Mr. Essary is the Engineer Manager for the Pine Belt Region with offices in Hattiesburg and Laurel. His responsibilities include supervision of the Engineering, CADD and office administration staff. Mr. Essary has over 22 years of project management experience and provides quality assurance on all projects in the Pine Belt region.

Since joining Neel-Schaffer, Mr. Essary has served as project manager providing planning, design and construction administration for a variety of projects including civil-site, roadway, parking areas transportation, traffic, drainage, recreational facilities, sewer collection and water distribution.

Related Experience

- **City of Bay St Louis Utility and Drainage Infrastructure Project** - Quality Assurance, Cost: \$60,000,000, March, 2007, Professional, Replacement of water, sewer, and drainage infrastructure damaged by Hurricane Katrina.
- **Southern Stone County Water Infrastructure Design** - Quality Assurance, Cost: \$8,200,000, April, 2011, Professional, Design and construction of approximately 87,000 linear feet of water main, three 500 GPM water wells, and three 250,000 gallon water tanks.
- **City of Laurel 2010 SRF Sewer Line Improvements** - Quality Assurance, Cost: \$3,347,000, Under Construction, Professional, Replacement and rehabilitation of approximately 35,000 linear feet of gravity sewer line.
- **City of Laurel 2010 SRF Water Line Improvements** - Quality Assurance, Cost: \$2,711,000, April, 2011, Professional, Replacement of approximately 28,000 linear feet of potable water line.
- **Project Manager – Forrest Avenue Drainage Improvements, Camp Shelby, MS** - Project consisted of drainage improvements including new storm drainage pipes, box culverts and concrete paved ditches for a length of approximately one mile. Construction Cost = \$2.7 Million.
- **Project Manager – 4th Street Improvements, Hattiesburg, MS** - Project involved widening an existing two-lane open ditch roadway to a three-lane curb and gutter section for a length of one mile. The project includes grading, storm drainage, erosion control, traffic control, ROW acquisition and utility relocation. Construction cost = \$3.0 Million
- **Project Manager – Chain Park, Hattiesburg, MS** - Project involved constructing a ten-foot wide concrete walking trail for approximately one mile. The project included grading, storm drainage, erosion control, parking lot (100 vehicles), landscaping and playground equipment. Construction Cost = \$1.5 Million

Jeff Pittman, PE

Professional History

Education

Bachelor of Science,
1994, Mechanical
Engineering,
Mississippi State
University

Registrations

Professional Engineer,
Mississippi, 17413

Associations

American Water Works
Association
Mississippi
Engineering Society

Mr. Pittman joined Neel-Schaffer in 1996, having two years of Mechanical Engineering experience. Prior to joining the firm, Mr. Pittman gained experience in the manufacturing industry where he was responsible for product design. Mr. Pittman also provided technical engineering support for manufacturing and routine plant maintenance activities.

Mr. Pittman also has experience in the environmental consulting field. He has experience in water and wastewater engineering projects including design and permitting. Additional experience includes industrial plant process design and construction.

Related Experience

- **City of Laurel 2010 SRF Sewer Line Improvements** - Quality Assurance, Cost: \$3,347,000, Under Construction, Professional, Replacement and rehabilitation of approximately 35,000 linear feet of gravity sewer line.
- **City of Laurel 2010 SRF Water Line Improvements** - Quality Assurance, Cost: \$2,711,000, April, 2011, Professional, Replacement of approximately 28,000 linear feet of potable water line.
- **City of Bay St Louis Utility and Drainage Infrastructure Project** - Quality Assurance, Cost: \$60,000,000, March, 2007, Professional, Replacement of water, sewer, and drainage infrastructure damaged by Hurricane Katrina.
- **Southern Stone County Water Infrastructure Design** - Quality Assurance, Cost: \$8,200,000, April, 2011, Professional, Design and construction of approximately 87,000 linear feet of water main, three 500 GPM water wells, and three 250,000 gallon water tanks.
- **City of Laurel Wastewater Treatment Facility Improvements** - Design & Construction Engineer, Cost: \$5,100,000, October, 2005, Professional, Design and construction engineering for improvements for two facilities. The improvements included the addition of diffused aeration, grit removal and disposal facilities, and ultraviolet disinfection facilities.
- **City of Meridian Wastewater Treatment Facility Improvements** - Design & Construction Engineer, Cost: \$2,000,000, April, 2002, Design and construction engineering for replacement of sludge handling facilities and replacement of diffused air piping.
- **East Jackson County Water Infrastructure Design** - Quality Assurance, Cost: \$8,400,000, Under Construction, Professional, Design of approximately 106,000 linear feet of water main, two 500 GPM water wells, and three 150,000 gallon water tanks.

David L. Wright, PE, BCEE

Professional History

Education

MBA, Rollins College,
Winter Park, Florida 1989

M.S., Civil Engineering,
State University of New
York, Buffalo, New York
- 1973

B.S., Physics, Fairfield
University, Fairfield,
Connecticut
- 1971

Registrations

Professional Engineer
Florida, 33599
New York, 55763

Associations

American Society of Civil
Engineers
American Water Works
Association
Florida Engineering
Society
American Academy of
Environmental Engineers
National Society for
Professional Engineers
Water Environment
Federation
Florida Institute of
Consulting Engineers
American Consulting
Engineers,
Board Vice President

Mr. Wright has 34 years of professional experience includes management responsibility in a broad spectrum of municipal and private infrastructures in areas such as: civil, water, wastewater and reuse; water supply development using surface and groundwater sources; water, wastewater and reuse distribution system evaluations and design; and utility program financing. Mr. Wright has extensive senior management experience in assessments, planning and designs for solid and industrial waste management programs. He also has, for over 20 years, served as an expert witness for numerous complex legal cases representing a number of municipal and private clients.

Overview of Capabilities

- Public involvement programs and intergovernmental coordination
- Program Manager on numerous civil and utility engineering projects
- Principal engineer for major water and wastewater system design
- Project manager for large civil hydropower facilities in Canada
- Hydraulic modeling for surface and groundwater systems
- Stormwater basin studies and flood studies
- Feasibility Studies Expert testimony before regulatory agencies, administrative hearings, bench and jury trials
- Site development, permitting and design
- Drainage and stormwater master plans and utility financial system development for Counties throughout Florida
- Expert witness for civil/environmental projects in New York, Canada and Florida for Cities, Counties and the Corps of Engineers

Related Experience

Mr. Wright's extensive program management experience and innovative leadership contribute to the highly qualified professional services provided by Neel-Schaffer, Inc. Mr. Wright is recognized for his program management expertise as exemplified by his experience managing programs that range in size from several thousand dollars to over \$100 million. He has managed projects throughout the United States and Canada for communities with populations under 4,000 to those of several million.

- **Churchill Falls/ Romaine River:** Project manager for the evaluation, model development, analysis and design of the discharge and bypass tunnels for the hydropower facilities. Tunnel diameters ranged up to 10 meters and included surge facilities and relief blow off tunnels for transient wave/water hammer conditions.
- **Amos Fly Ash Dam:** Project manager for the development of the model and analysis of the 30" diameter emergency relief tunnel for the dam. Design requirement included capability to convey PMF flows , provide energy dissipation and surge relief for transient wave/water hammer conditions created under peak flow events.
- **NUS Nuclear Power Plant:** Project manager for the development and analysis of the hydraulic model and design of the water cooling water condenser system for a nuclear power plant. The modeling, a physical model, as well as a mathematically based model, analyzed the system under normal to extreme flow and pressure condition including surge/water hammer impacts caused by emergency shut-down events and developed design methods to alleviate water hammer, evaluation and rehabilitation, as well as many

David L. Wright, PE, BCEE

Page 2

- wastewater collection system programs for communities as small as several hundred customers to over 1,000,000 customers. In addition, Mr. Wright has managed several water development master planning studies and designs.
- **Expert Witness for 25MGD Desalination WTP:** Retained as expert witness to analyze the design for a 23 MGD desalination WTP. Evaluations include the complete redesign of the plant facilities, including hydraulic evaluations of all the pumping facilities from initial entry from the raw water source to the input to the distribution network. Transient wave assessments were undertaken throughout the WTP for all pressurized systems for the design normal and extreme operating conditions including "failure risk" assessments. The treated water discharge pump station was also included in the analysis to examine capability to input product water to the distribution system accounting for system storage for pressure normalization and surge conditions.
- **Town of Chester/Monroe:** Project Manager for the evaluation of the pumping and distribution system for the two towns. Design services included hydraulic modeling for ADF and peak demand, including storage facilities for pressure normalization and surge analysis to mitigate transient wave (water hammer) condition under a variety of operating conditions.
- **Ohmohundro Water Treatment Plant Improvements, Metropolitan Government of Nashville and Davidson County, Metro Water Services (Metro) Department:** Senior QA/QC Technical Advisor for this project to provide plans and specifications for upgrade and rehabilitation for various improvements at the WTP, a historic registered facility. Services also included development of cost estimates, bidding assistance and limited construction administration. Improvements included concrete repair to various portions of the basin, installation of new motorized and non-motorized sluice gates, new SCADA system, replacement of 36-inch raw water valves, and replacement of concrete bridge over the grit chamber.
- **Town of Lantana, Florida:** Principal in Charge for the evaluation of the water distribution system for the entire town. Evaluations included analysis of the hydraulics of the water distribution system to meet design demand requirements. The analysis also included considerations for storage to normalize system pressures under various operating conditions, as well a pumping requirements.
- **Southwest Town Utility Project, Town of Lady Lake, FL:** QA/QC Manager for construction of a pump station including wet well, valve pit, pumps, pipe and fittings, controls, panels, power supply upgrade and hook up, generator purchase and installation. Work also includes construction of approximately 19,700 linear feet of sewer force main, 13,700 linear feet of water main and 16,900 linear feet of reclaimed water main.
- **Pine Hills Force Main and Pump Station Improvements, Orange County, Florida:** Senior QA/QC Technical Advisor for wastewater system improvements. The improvements included approximately 16,000 feet of 20" and 24" force main and improvements at two existing pump stations.

Nathan Husman, PE

Professional History

Education

Bachelor of Science,
1993, Civil Engineering,
Auburn University

Registrations

Professional Engineer:
Mississippi, 15010
Alabama, 22191

Associations

Mississippi
Engineering Society
National Society for
Professional Engineers
American Society of
Civil Engineers
American Water
Works Association
Water Environment
Federation

Mr. Husman joined Neel-Schaffer in 2006 with over thirteen years of experience in civil and environmental engineering. Prior to joining Neel-Schaffer, he worked as a Project Manager with firms recognized both regionally and nationally for excellence.

Mr. Husman's responsibilities include project and group management and marketing and client management services. He has designed numerous water and wastewater projects ranging in size and complexity from simple water lines to large diameter sewer interceptors serving regional utility systems and involving local, federal, and state agencies throughout the construction process. Mr. Husman has also been involved in the planning, design, and construction of numerous water and wastewater treatment plants for municipal and private clients both by traditional design-bid and design-build-operate methods. Mr. Husman has assisted clients with master plans, facilities plans, and rate studies for both water and wastewater systems and for regional utility authorities.

Mr. Husman has conducted numerous computer hydraulic modeling studies including system analysis for additions to existing service areas, system modeling for capital improvement plans, and system analysis for pump sizing and water hammer mitigation.

Related Experience

- **Project Manager – Jackson County Utility Authority – Jackson County, MS** – Project and program management responsibilities to assist the JCUA with its additional roles since its formation from the Mississippi Gulf Coast Regional Wastewater Authority. Provided engineering and oversight assistance with implementation of Emergency Community Block Grant (CDBG) Projects for recovery efforts from Hurricane Katrina.
- **Project Manager – Stone County Utility Authority – Stone County, MS** – Program management responsibilities to assist with the formation of a newly created county-wide water and wastewater system including ordinances and standards, rate analysis and fee schedules, and review and implementation of Emergency CDBG Grant Projects for recovery efforts from Hurricane Katrina.
- **Project Manager – Harrison County Utility Authority (HCUA) – Harrison County, MS** – Project management responsibilities to assist with the HCUA with review and implementation of Emergency CDBG Projects for recovery efforts from Hurricane Katrina.
- **Project Manager – DeSoto County Regional Utility Authority – DeSoto County, MS** – Project and program management in partnership with other firms for the formation and organization of a new regional wastewater authority.
- **Project Manager – Johnson Creek Wastewater Treatment Facility – DeSoto County, MS** – Planning and preliminary design of a new wastewater treatment facility capable of meeting tertiary effluent limits.
- **Project Manager – Johnson Creek Interim Wastewater Treatment Facility – DeSoto County, MS** – Project manager for the preliminary engineering and final design of an interim anaerobic lagoon designed to discharge to a zero-discharge land application facility.

Alane C. Young, RPG

Professional History

Education

Bachelor of Science,
Geology, Tulane
University, 1983
Master of Science,
Geology, Mississippi
State University, 1986
HUD, 2009 Regional
Environmental Training
for Local Governments
and PHA's Subject to 24
CRF Part 58,
August 25 – 27, 2009,
Atlanta, Georgia

Registrations

Professional Geologist:
Mississippi (0031)
Tennessee (2877)

Associations

National Ground Water
Association
40-hour OSHA
Hazardous Waste
Operations
(HAZWOPER) and
8-hour updates
UST Closure
Certification (Mississippi
Certification CHB0718)
American Association
of Groundwater
Scientists and Engineers

Specialized Training

HUD Environmental
Review Procedures for
Responsible Entities

Ms. Young has 24 years of experience in managing hydro-geological and environmental projects on the Mississippi Gulf Coast. For the past 4 years, the focus of her experience has been assisting local government and non-profit agencies in Hurricane Katrina recovery projects. These projects include all phases of environmental site assessments, investigation and remediation as well as NEPA environmental assessments to satisfy federal funding requirements.

Related Experience

- **Environmental Science Project Manager – HUD Environmental Review Records – Mississippi Gulf Coast** – Prepared environmental assessments for Katrina recovery and re-development projects in accordance with HUD requirements and NEPA regulations.
- **Project Manager – FEMA Environmental Assessments – Harrison and Jackson County, Mississippi** – Prepared Environmental Assessments in accordance with National Environmental Policy Act (NEPA) guidelines in order to obtain federal funding for the re-building of schools destroyed by Hurricane Katrina and for municipal re-development projects.
- **Project Manager – Phase I Environmental Site Assessments** – Conducted hundreds of Phase I Environmental Site Assessments conducted in accordance with ASTM Standards. The project sites range from undeveloped parcels to complex industrial sites. Project Manager for Phase II Environmental Site Assessments involving soil and groundwater sampling to assess for environmental impacts from previous site activities. Project Manager for site remediation activities.
- **Senior Project Geologist – East Baton Rouge Sewerage Commission/City of Baton Rouge/East Baton Rouge Department of Public Works, South Gravity System Capacity Improvements and Bayou Duplantier Sewer Area Upgrades** – Conducted the Modified Phase I Environmental Site Assessment portion of the study to identify potential recognized environmental conditions within and adjacent to the 2.5-mile project area.
- **Senior Geologist – Mississippi Department of Transportation/Federal Highway Administration/Jackson County Board of Supervisors, I-10 Connector Road Environmental Assessment** – Conducted the Modified Hazardous Materials Phase I ESA portion of the study. Purpose of project was to evaluate potential environmental impacts associated with the proposed construction of an I-10 Connector Road intended to alleviate congestion in a growing sector of coastal Mississippi. Assisted in report preparation of additional environmental documentation including associated traffic, noise, environmental justice, floodplains, water quality, and air quality impacts.
- **Senior Geologist – Long Beach Water Management District/Natural Resources Conservation Service, Supplemental Environmental Impact Statement for Long Beach Watershed Canal No. 1 Channel Modifications** – The SEIS document will update potential impacts to the natural, physical, and human environment as a result of the flood damage reduction measures proposed for Canal No. 1, Harrison County, Mississippi. The purpose of the SEIS is to conceptually locate the channel as to avoid and minimize impacts to wetlands, species of concern, and protected cultural resources.

Shea E. McNease, PE

Professional History

Education

B.S. in Civil Engineering,
1999 Mississippi State
University

Registrations

Professional Engineer
Mississippi, 16793

Shea McNease has 11 years of experience and is a principal owner and Vice President of Shows, Dearman and Waits, Inc. He has served as a project manager and design engineer on various projects that include water and wastewater treatment projects, water and wastewater transmission projects, site planning projects and transportation projects. Mr. McNease has also served as a project manager for the construction these types of projects.

Related Experience

- Sewer Systems Design Engineer who has experience with various municipalities. Projects range from sewer system expansion and rehabilitation projects in the town of Mount Olive, Collins and the City of Hattiesburg.
- Water Systems Design Engineer assisting municipalities with water system rehabilitation and expansion. Projects include the City of Collins, 2008 Water Tank Construction and System Expansion, and the City of Hattiesburg's Country Club Area Water System Rehabilitation.
- Site Planning and Drainage Project Engineer having experience working with municipalities, institutions and architects. Projects range from commercial buildings such as Magnolia State Bank in Petal, MS, institutional sites such as the William Carey University, College of Osteopathic Medicine, to street drainage in the Woodhaven area of Hattiesburg, MS.
- General Construction Project Manager
- Excellent Qualifications in State and Federal Permit Processing which has developed constructive relationships with the US Army Corps of Engineers, Mississippi Department of Environmental Quality, Mississippi Department of Marine Resources, Mississippi Department of Transportation, as well as other state and federal agencies.
- Fluent and Proficient in Computer Program Design used daily as a tool to complete intricate project tasks efficiently and professionally
- Practical Drafting Experience and Management Skills aid in the ability to produce project plans and direct draftsmen in their timely and successful completion of projects.
- Roadway Design Engineer using experience from projects with private developers, municipalities, and the Mississippi Department of Transportation. Some of these include City of Hattiesburg's Classic Drive widening and realignment project, Pearl River Community College's Transportation Improvement Project and the MDOT's Highway 607 Four-lane Project.

Kyle D. Wallace, PE

Professional History

Kyle Wallace has over 20 years of experience in all facets of Civil Engineering. He has managed the design and construction of many water, wastewater, road, bridge, and drainage projects. As a principal owner and Vice President of Shows, Dearman and Waits, Inc., Mr. Wallace oversees quality assurance and project management on all design and construction projects.

Education

B.S. in Civil Engineering,
1990 Mississippi State
University

Registrations

Professional Engineer
Mississippi, 12693
Louisiana, 26381

Related Experience

- **South Main Street - Petal:** Mr. Wallace was the lead engineer on this multi-million dollar project that converted a two-lane open ditch roadway into a three-lane curb and gutter facility for a one mile section of an urban area of the City of Petal. The design addressed drainage concerns in the City of Petal, which are prevalent throughout the city. Also addressed was concerns of limited right-of-way and relocation of utilities. Construction engineering had to address one-way traffic and detours in one of the main corridors of the city. With all the tasks facing Mr. Wallace and the Shows, Dearman & Waits, Inc. team, the project was completed on time and is now an asset to the City of Petal.
- **2011 & 2010 Pavement Repairs - Camp Shelby:** The Mississippi Military Department retained Shows, Dearman & Waits, Inc. to perform design and construction engineering services to reconstruct a vast number of roadways and parking lots at Camp Shelby Training Site. The project entailed pavement grinding, pavement repair in place stabilization, overlay, and relocation of utilities. Due to the high volume of heavy military vehicles, it was important to construct a facility both functional and durable. Mr. Wallace accomplished this task and the facility is currently in excellent condition even after increased use during "Operation Enduring Freedom."
- **Vast Experience in Water and Wastewater Projects:** Mr. Wallace is involved with day-to-day operations of design and construction of various types of civil engineering projects. Responsibilities include coordination of drafting operations and construction inspection services while ensuring proper execution of office standard operations. Implementation of plan preparation is timely executed in a manner that is readily useful and concise to the client and to potential construction contractors.
- **Drainage Project Design Engineer:** Shows, Dearman & Waits, Inc., was selected to perform a master drainage plan for the US Army Guard Base located at the Gulfport – Biloxi Regional Airport. This 2.4 million dollar (\$2,400,000) project will investigate existing drainage issues and prepare plans and specifications to remediate the problem areas.
- **Hydraulic Analysis:** Planned, developed, and executed the design of hydraulic analysis for numerous water associations, which include: Sharon Water Association; Calhoun Water Association; Glade Water Association; Whistler Water Association, and J. P. Water Association. These hydraulic analysis designs consists of input of existing conditions, executing hydraulic model, system modifications (if required) and assembly of reports.
- **Detailed Sanitary Sewer Feasibility Study:** This study has been completed for the Community of Brooklyn, Forrest County, Mississippi located directly south of Camp Shelby. This feasibility study investigated the most economical and lowest maintenance sanitary sewer disposal options. Due to the location of Black Creek, a natural and scenic river as identified by the United States, a land application system for disposal of sanitary sewerage to a local receiving water way was recommended in lieu of conventional effluent discharge.
- **Municipality Sanitary Sewer System Comprehensive Upgrade Design** for the City of Hattiesburg, Mississippi is in the initial stages. Several miles of gravity sewer will be replaced as well

Kyle D. Wallace, PE

Page 2

as expansion of the Fire Protection System. Preliminary cost estimates for the projects are twenty-five million dollars (\$25,000,000).

- Site Improvements to the Frontage Road for MDOT consisted of CE&I services on this section of roadway. Construction included raising a bridge, concrete retaining wall, sidewalks and asphalt pavement. The total project cost was seven hundred fifty thousand dollars (\$750,000).
- Excellent Qualifications for Roadway and Bridge Projects: Mr. Wallace is involved with the day-to-day operations of design and construction of various roadway and bridge project with Shows, Dearman & Waits, Inc.. His vast experience in roadway design and construction from early in his professional career is an asset to the project team in these types of projects.

Steve Tingle

Professional History

Education

Associates Degree,
Drafting and Design
Technology,
1982, Jones County
Junior College

Steve Tingle has worked as a resident project representative for Shows, Dearman and Waits, Inc. for over 25 years. In his tenure he has observed the construction of all types of civil engineering and infrastructure projects. Mr. Tingle's vast knowledge of design and construction methodology as well as quality control ensures that projects are built in accordance with all project plans and specifications.

Related Experience

- Achieved Over 30 Years of Inspection Experience in various phases of design, drafting, construction, and resident inspection. These projects include, but are not limited to roadway, bridge, drainage, water and wastewater projects.
- Chief Resident Project Representative for potable water projects, which several projects are currently in final stages. This includes the City of Hattiesburg's James Street Water Plant Rehabilitation Project.
- Demonstrated Expertise for Sanitary Sewer Project for the City of Petal, which consisted of installation of 25,000 linear feet of gravity sewer main and 5 lift stations.
- \$750,000 Sanitary Sewer Upgrade for the City of Collins construction successfully completed, which included removing and relaying existing gravity sanitary sewer lines and manholes, installing cured-in-place lining systems in existing sewer lines, and rehabilitation of existing manholes with epoxy lines systems.
- Camp Shelby Training Site Lead Project Representative
- Other Inspection Expertise gained with Andrews Road Construction, which was a \$1,500,000 project; Central Vehicle Wash Facility, which was a \$6,000,000 project, and various other roadways, parking lots, and bridges.
- Roadway Construction Observer for the following City of Hattiesburg projects:
 - Lincoln Road – Highway 49 – Interstate 59
 - Weathersby Road
 - Roosevelt Street
 - Martin Luther King, Dr.
 - W. 7th Street
 - 35th Avenue – Beverly Hills Drive
 - City of Petal
 - South Main Street

Section 3

Specialized Experience

Project Profiles

James Street Water Treatment Plant Improvements

**For the
City of
Hattiesburg,
Mississippi**

**Prime Consultant:
Shows, Dearman,
and Waits, Inc.
/ Nick Connolly,
P.E., P.S.**

**Contract Cost:
\$160,000**

**Construction
Cost: \$4.3 million**

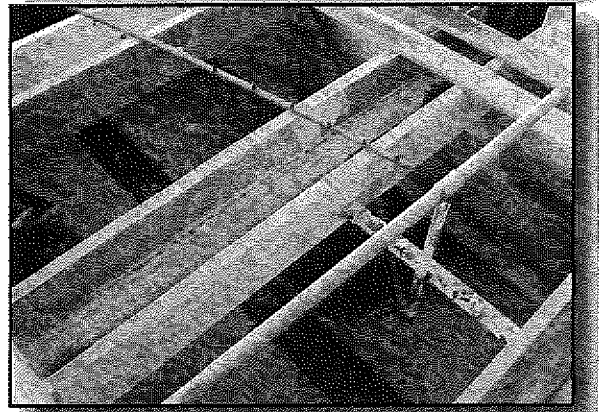
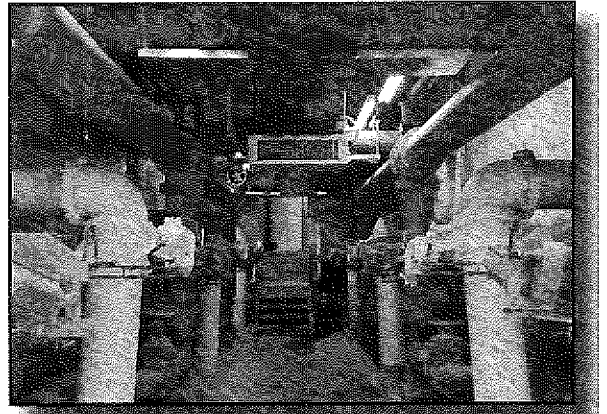
**Completion Date:
2010**

Neel-Schaffer, Inc. was selected to provide design services to include plans and technical specifications for the rehabilitation of a 6 million gallons per day (MGD) dual media water treatment plant in the City of Hattiesburg. The \$4.3 million James Street Water Treatment Plant rehabilitation construction project was awarded to Hemphill Construction Company and is currently underway.

Areas targeted in the rehabilitation plan included the coating of filters to repair leaks, the replacement of underdrains and support media with new plastic underdrains and molded plastic support cap, and the replacement of filter media, such as anthracite and sand media. The project also included the installation of an air scour system and a material lift in the chemical feed building. New chemical feed equipment would be installed, as well, which would include lime feed and fluoride feed.

Neel-Schaffer designed plans to include the installation of new filter consoles and controls to tie into the existing Supervisory Control and Data Acquisition (SCADA) system. In addition, plans called for the installation of a new 14 inch filter effluent flow meter. The project included replacing control valves and rate of flow controllers, and the removal of an elevator and installation of new access stairs to aerators and miscellaneous handrails.

Neel-Schaffer worked closely with Shows, Dearman, and Waits, Inc. as the project's prime consultant for the City of Hattiesburg.



McComb Wastewater Treatment Plant

**For the
City of
McComb,
Mississippi**

**Completion Date:
2010**

**Construction
Cost:
\$31.7 Million**

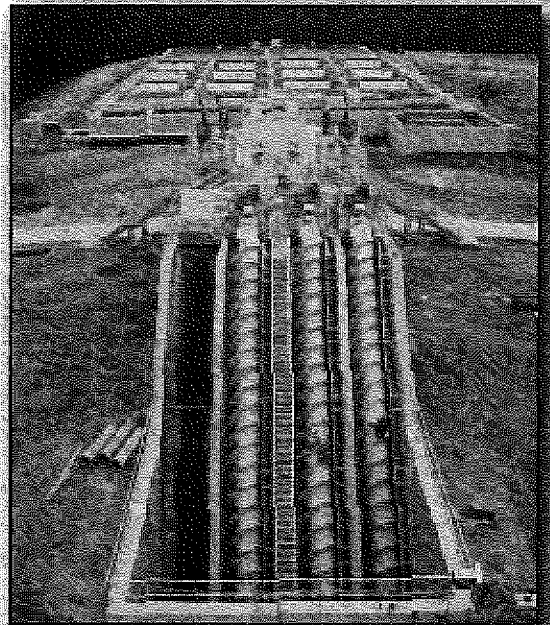
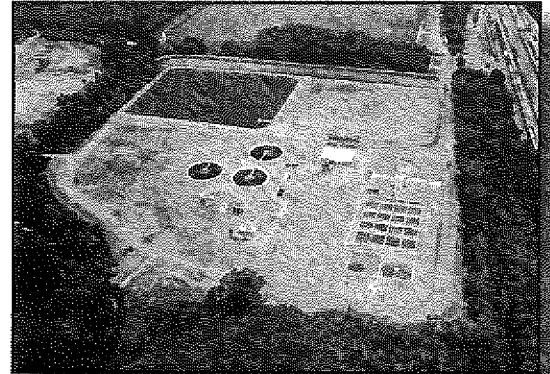
Neel-Schaffer has served as the city of McComb's Engineer for more than 20 years. Services have included planning, preparation of construction drawings and specifications, cost estimates and construction engineering on water, wastewater and other public works projects.

In 2007 the Mississippi Department of Environmental Quality (MDEQ) issued an agreed order requiring the city of McComb to construct a new wastewater treatment facility to replace the existing east aerated lagoon in order to meet the facilities existing discharge limits. A preliminary design for a 5.0 MGD facility was previously prepared for the 2005 Facility Plan.

The final design specified a 5.0 MGD Waste Activated Sludge treatment facility. Major components included an influent pump station with three open screw pumps, parshall flumes to measure influent/effluent flows, grit removal, influent and effluent flow measurement, aeration, clarification, UV disinfection, solids handling, and a sludge lagoon system. A building to house administration and operations activities was also included.

Work performed under this contract included:

- Design and preparation of Plans and Specifications and Contract Documents for the construction of the 5.0 MGD Wastewater Treatment Facility.
- Project Management throughout the regulatory review and approval of the project.
- Project Management during preparation of a Facility.
- Plan for the purpose of obtaining a Water Pollution Control Revolving Loan.
- Project Management during the advertising and awarding of the project.
- Project Management during the construction phase of the project to include construction engineering and construction representation.
- Ongoing evaluation of annual O&M, debt service and CIP costs along with rate setting recommendations.
- Construction was completed and the plant made operational in early 2010.



592 Program - Sanitary Sewer Improvements

**For the
City of
Hattiesburg**

Cost: \$2.1 Million

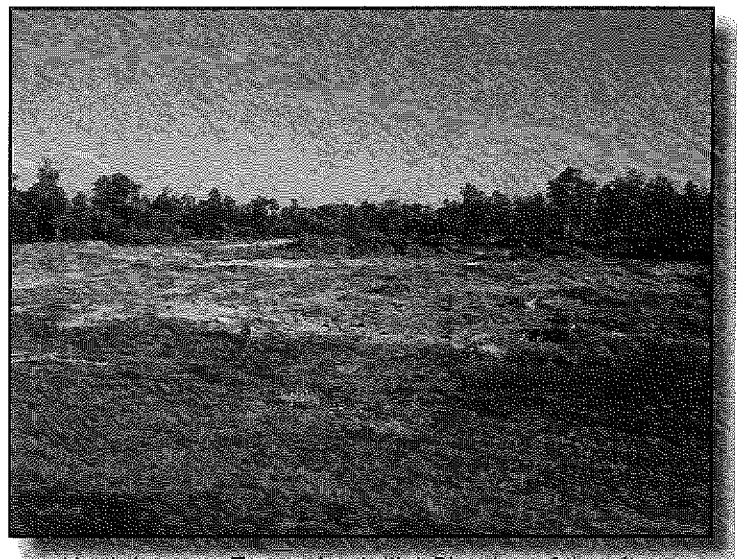
**Completion Date:
June 2012**

The 592 Program is a 75% grant administered through the U.S. Army Corps of Engineers. The scope of the project was to upgrade existing sanitary sewer facilities in the City of Hattiesburg. The scope was based on needs of the City when the original plan was developed in the early 2000's. The project was broken into three separate phases to allow construction to move forward in different areas of the city and with different construction procedures. The three phases were named 592 East, 592 West and the North Lagoon Expansion.

The 592 East is located in areas between Pine Street and the Leaf River to address problem areas relating to gravity sewer. These sanitary sewer lines have been in service over 50 years and in some cases longer. The gravity sewer lines in these areas is generally located within the existing City right of way and consists of lines sizes ranging from 8 inches to 30 inches. Service to existing homes will be replaced to reduce infiltration into the system. The cost is approximately \$2 million dollars and an anticipated completion date is April 2012.

The 592 West is similar to the 592 East project in gravity line replacement. This project is located between Pine Street and Highway 49 in the City of Hattiesburg. Another reason for replacement of these lines is the need to increase the capacity of the gravity system. Part of this project services Forrest General Hospital. As the hospital has grown over the past 25 years, the need for increased sanitary sewer service has also increased. By upgrading a portion of the line which serves the Forrest General service area, the possibility of reducing overflows is dramatically reduced. The cost for this project is approximately \$1.8 million dollars and construction is expected to begin in February 2012.

The North Lagoon expansion is the final phase of the 592 Funding projects. During the recent growth of West Hattiesburg during the past decade, the increased needs for sanitary sewer treatment have also increased. The North Lagoon services the areas along the Highway 98 corridor as well as the Highway 49 North Corridor. During this time span, the capacity for treatment at the North Lagoon has been reached. The project will double the existing capacity from 2 million gallons per day to 4 million gallons per day. Construction on the project began in the fall of 2011 which consists of construction of two new lagoon cells and retrofitting the existing cells. The cost for this project is approximately \$2.1 million dollars and the anticipated completion date is June 2012.



North Lagoon Expansion Initial Clearing of the site

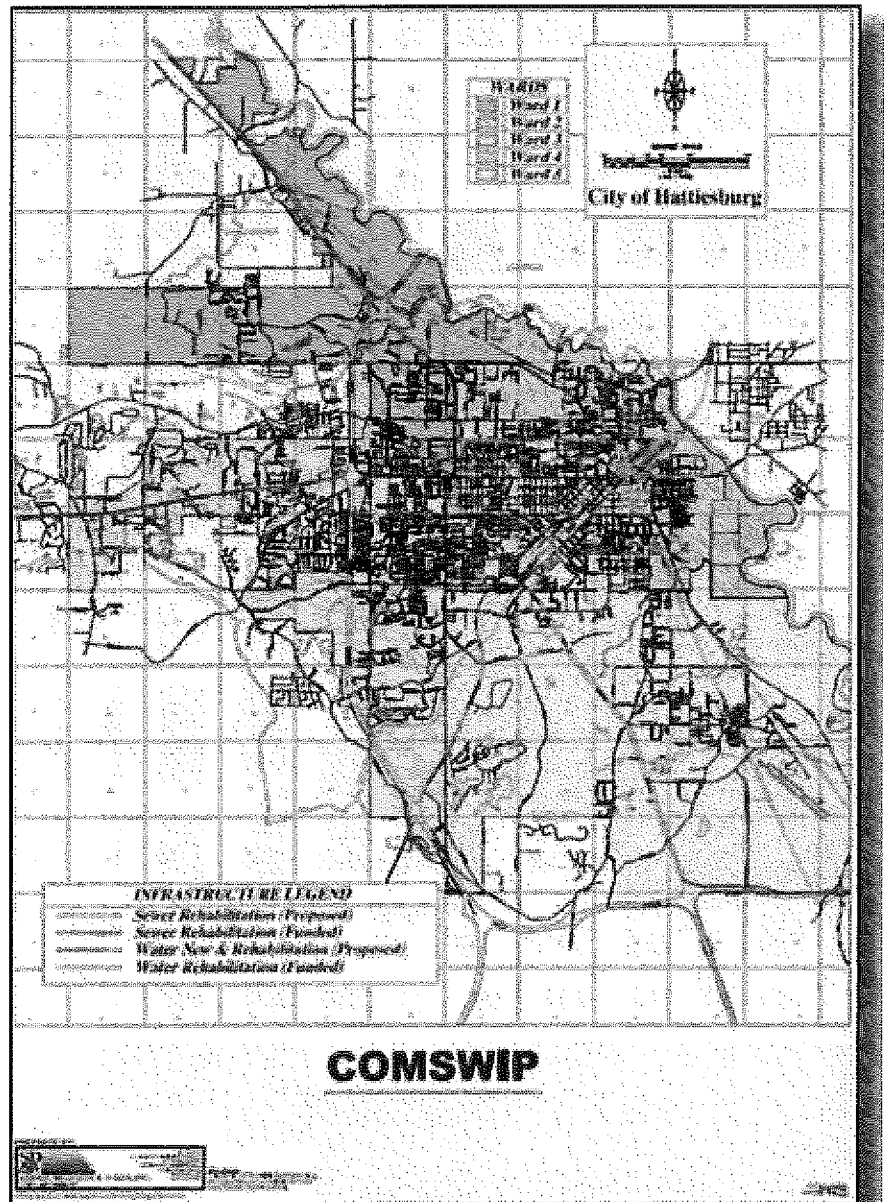
Comprehensive Sewer and Water Improvements

For the City of Hattiesburg

Comprehensive Sewer and Water Improvements or COMSWIP is a \$25 million dollar endeavor by the City of Hattiesburg which is expected to span over 10 years. The all encompassing project will address various issues throughout the City of Hattiesburg including water supply, water treatment, fire lines, water lines, booster pumps, elevated water tanks, gravity sewer, sewer force mains, lift stations and various other water or sewer components. The City of Hattiesburg is in Phase I of this multi year program.

Phase I includes several issues vitally important to the City. The City of Hattiesburg is required to provide fire protection to annexed areas along the Highway 98 West corridor. This will require a booster station and an elevated water tank in the Oak Grove area of the city. These facilities will be feed from new ductile iron water lines ranging in size from 16 inches in diameter to 8 inches. Other water improvements include a new water well at Water Treatment Plant No. 1 located on Lakeview Road, additional fire hydrants throughout the city and water lines along Dixie Pine, Edwards Street and South Fortieth.

The sewer component of this phase addresses issues which have been persistent problems for the City of Hattiesburg. The Mobile Street area is an older section of Hattiesburg with old infrastructure. Other areas with old and failing gravity sewer lines include West Street, Duke Avenue and Corrine Street. Also, new service will be provided to areas currently unserved. These include the Bonhomie Road, Carlisle Drive and Highway 49 South.



South Stone County Regional Wastewater Treatment Facility (\$9)

**For the
Stone County
Utility
Authority**

**Project Cost:
\$9 million**

**Scheduled
Completion
Date:
2011**

Neel-Schaffer Inc. was selected by the Stone County Utility Authority (SCUA) to design a wastewater treatment facility in South Stone County.

The final design of the project specified construction of a .75 MGD waste activated sludge treatment facility. Major components included an influent pump station, grit removal aeration, UV disinfection, solids handling, and a sludge lagoon system. The project also includes a building to house administration and operations activities.



Work performed under this contract included:

- Design and preparation of plans and specifications and contract documents for construction of the facility, including bidding and awarding
- Project management throughout the regulatory review and budget approval process
- Submission and approval of a wetlands permit from U.S. Corps of Engineers (ACOE)
- Oversight during construction of the project

The \$9 million project site is 25 acres in size and located off of East McHenry Road in South Stone County. Construction was completed in 2011. The project will benefit both residents of Southern Stone County, as well as the campus of Mississippi Gulf Coast Community College in Perkinston.

South Woolmarket Water Reclamation Facility

**For the
Harrison
County Utility
Authority**

**Harrison County,
Mississippi**

**Completion Date:
2011**

**Construction Cost:
\$18 Million**

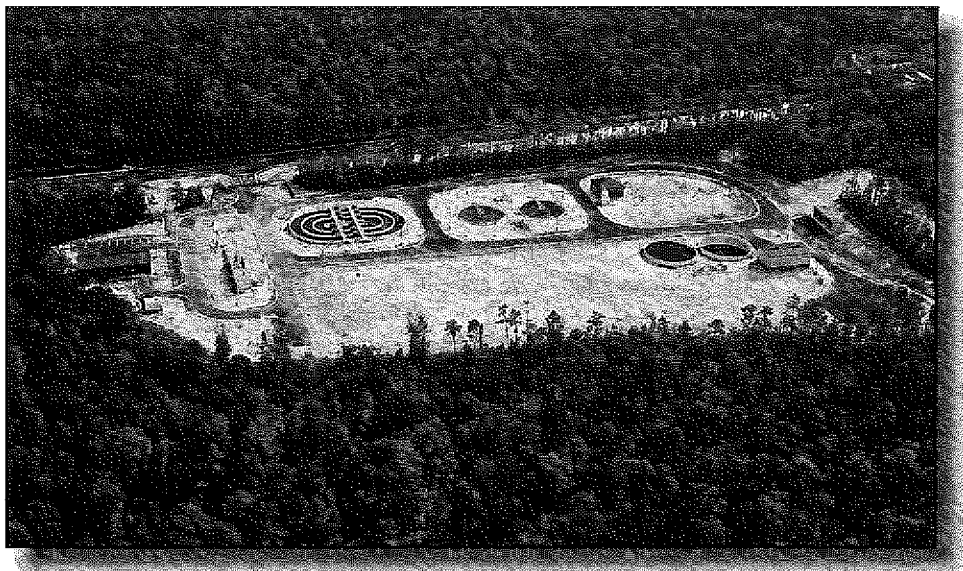
In 2005, Hurricane Katrina caused severe damage to much of the Mississippi Gulf Coast infrastructure including flooding and submergence of sewer pumping and treatment systems in the Woolmarket area of Biloxi. As a result, the Mississippi Gulf Region Water and Wastewater Plan recommended replacement of the lagoon treatment system with a new treatment plant above the flood elevations.

Neel-Schaffer was selected by the Harrison County Utility Authority to provide conceptual planning, design and construction engineering for the new wastewater plant in the Woolmarket area of Biloxi, MS. This new treatment plant is intended to not only replace the older lagoon but also provide better treatment of wastewater to meet new permit limits.

Final design of the facility provided for a 2.0 MGD Biological Nutrient Removal treatment system. Major components of the Reclamation Facility included influent submersible pumping, primary screening, grit removal, influent and effluent flow measurement, aerated anoxic oxidation ditch, rapid sludge removal clarifiers, chemical disinfection, and solids handling. Potential odors from the treatment plant will be captured at the influent pump station and headworks to be treated through a fixed film biofilter.

Work performed under this contract includes:

- Design and preparation of plans, specifications, and contract documents for the construction of the facility.
- Preparation and submission of all permits required for construction.
- Project management throughout regulatory review, approval of the project, and during construction of the facility.
- Post construction services including start up.



Utilities, Street and Drainage Infrastructure Design

**For the
City of
Bay St. Louis,
Mississippi**

**Project in
Progress**

Following Hurricane Katrina, Neel-Schaffer assisted the city of Bay St. Louis in assessing damage to utilities and drainage infrastructure in the area affected by the storm surge. This effort included a hydraulic analysis to determine water losses, closed circuit television examination and smoke testing of sewer mains.

This information was presented to the Federal Emergency Management Agency (FEMA) by Neel-Schaffer on behalf of the city. Based on this information, FEMA developed a Project Work Sheet for funding of identified repair work.

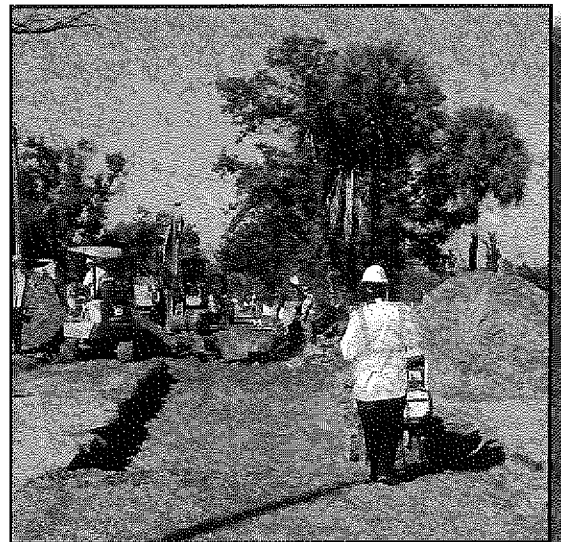
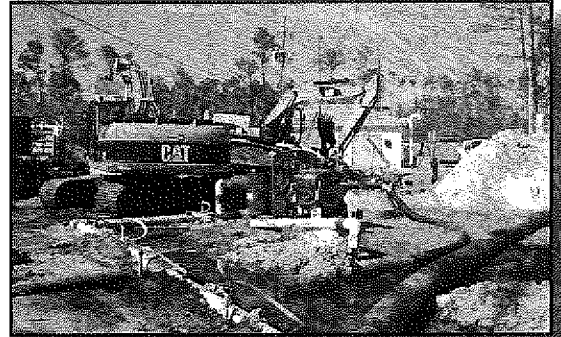
To accomplish necessary design work to repair the water, sewer, natural gas utility systems and drainage infrastructure, the project area was divided into three natural drainage basins and a gas system replacement area. Multiple design teams were assigned to each basin to expedite the design with the stated goal of having all projects under construction within a year of the Notice to Proceed. Construction time is estimated to be approximately three years and construction cost are estimated to be in excess of \$70 million.

To complete the project, it will be necessary to reconstruct approximately 30 miles of city streets. Work will include curb, gutter and sidewalks as part of street reconstruction.

Services provided by Neel-Schaffer include topographic survey; geotechnical investigations; modeling of the gas, water and sewer systems; design, bidding; and, construction phase services. Neel-Schaffer is also assisting the city with the documentation necessary to assure full funding of eligible cost by FEMA.

Estimated quantities are as follows:

- 163,500 L.F. of water main
- 98,500 L.F. of sanitary sewer main
- 238,000 L.F. of natural gas main
- 30 miles of city street reconstruction



Hancock County Utility Authority Project W8

**For the
Hancock
County Utility
Authority**

**Cost:
\$8 Million**

**Completion Date:
September 2010**

After Hurricane Katrina, the Mississippi Legislature authorized the formation of county utility authorities and tasked them with the development of infrastructure to ensure the orderly growth and sharing of infrastructure resources within their counties. Through funding from the Community Development Block Grant (CDBG) program, administered by the Mississippi Department of Environmental Quality (MDEQ), Neel-Schaffer is assisting the Hancock County Utility Authority (HANCUA) with this project to provide a water distribution network for affected areas located in South Hancock County.

Neel-Schaffer provided conceptual design support in conjunction with Mississippi Engineering Group to define the scope and 30% design of the HANCUA "W8" project, as part of the Gulf Region Water and Wastewater Master Plan of 2007. Since that time, the W8 project includes the following design features:

- Construction of 40,000 linear feet of 12" water mains
- Construction of 90,000 linear feet of 6" and 8" water mains

The project involved replacing approximately 25 miles worth of water distribution system connecting several neighborhoods which were inundated and damaged by Hurricane Katrina.

Hancock County Utility Authority Project W7

For the Hancock County Utility Authority

Cost:
\$14 Million

Completion Date:
Estimated
April 2012

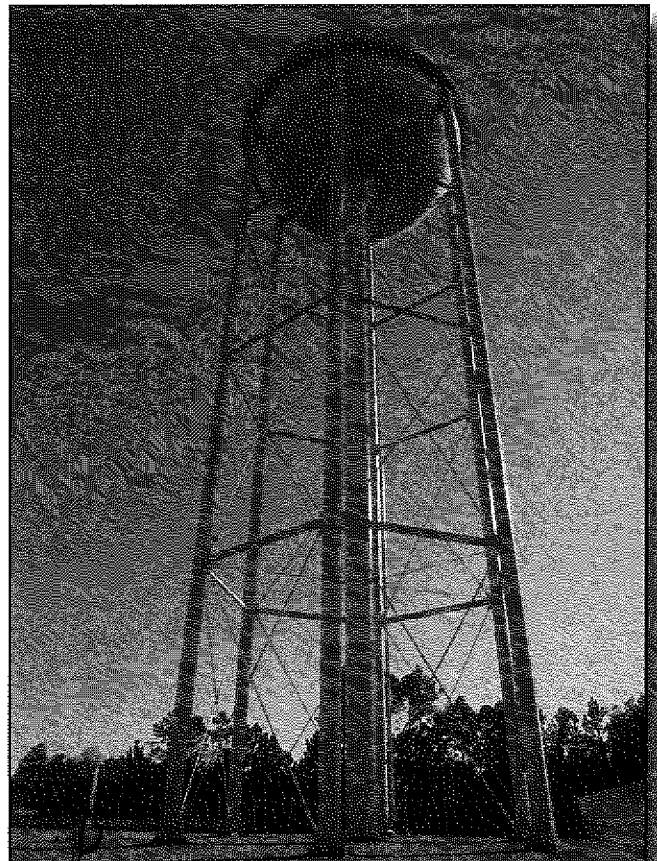
After Hurricane Katrina, the Mississippi Legislature authorized the formation of county utility authorities and tasked them with the development of infrastructure to ensure the orderly growth and sharing of infrastructure resources within their counties. Through funding from the Community Development Block Grant (CDBG) program, administered by the Mississippi Department of Environmental Quality (MDEQ), Neel-Schaffer is assisting the Hancock County Utility Authority (HANCUA) with this project to provide a wholesale water transmission system for southeast Hancock County.

Neel-Schaffer provided conceptual design support in conjunction with Mississippi Engineering Group to define the scope and 30% design of the HANCUA "W7" project, as part of the Gulf Region Water and Wastewater Master Plan of 2007. Since that time, the W7 project includes the following design features:

- Construction of 127,000 linear feet of 16" water transmission mains
- Three (3) 1,000 gallons per minute capacity wells
- Three (3) elevated water 500,000 gallon capacity storage tanks, each 53 ft in diameter, and has a high water level ranging from 143 to 153 feet above mean sea level (MSL).
- Transmission line
- Structural steel elevated platforms and other on-site equipment.

The transmission line portion of the project is currently underway, with an anticipated completion of April 2012. Two of the three water wells and elevated platforms are substantially complete and a third well and platform is planned pending property acquisition.

The elevated platforms for the wells are made of structural steel. Each component is designed by Neel-Schaffer structural engineers to the FEMA standards for wind loading in the coastal zone of Hancock County. For the Bay St Louis area, that requirement is a load of 140 mph, for three seconds. Once designed, each member is pre-cut by a manufacturing shop, and hot-dip galvanized at a coating facility, applied by submerging the pre-cut and drilled structural beams in molten zinc. Structural components are shipped to the site and assembled on site by the contractor. Also, the chlorination building, generator, automatic transfer switch, and motor control panel are all rated for a minimum 140 mph wind load.



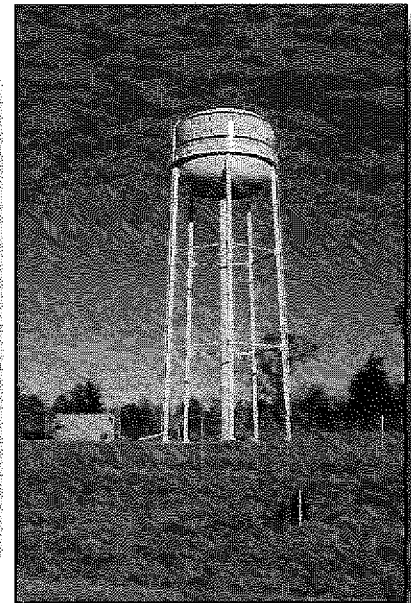
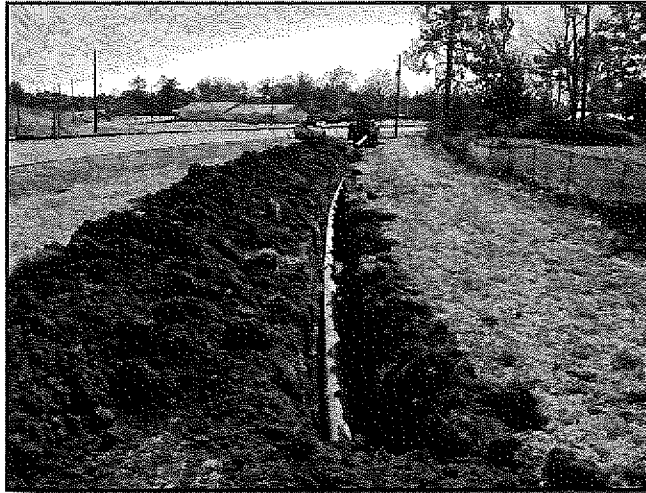
South Stone County Regional Water Transmission System (Project W10)

**For the
Stone County
Utility
Authority**

After Hurricane Katrina, the Mississippi Legislature authorized the formation of county utility authorities and tasked them with the development of infrastructure to ensure the orderly growth and sharing of infrastructure resources with their counties. Through funding from the Community Development Block Grant (CDBG) program, administered by the Mississippi Department of Environmental Quality, Neel-Schaffer is assisting the Stone County Utility Authority with this project to provide a water transmission system for the South Stone County area.

**Project Cost:
\$7.5 million**

**Completion Date:
2011**



To expedite design and construction, this project was bid as a term-bid project and assigned to the Neel-Schaffer team to finish design as surveys and data acquisition was received. The construction schedule is being accelerated by issuing work orders for partial work as permits are received and property is acquired.

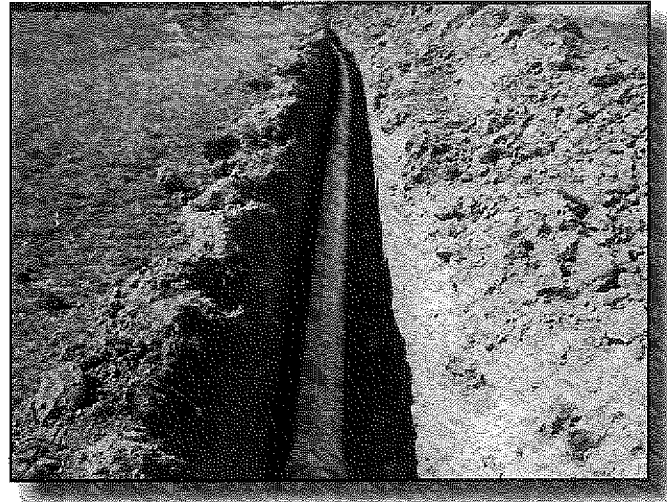
This project consists of 14 miles of water mains, three 500 gallon per minute (GPM) water supply wells and three 250,000 gallon elevated storage tanks. The water system design required two bores under the Kansas City Southern (KCS) railroad in the Perkinston and McHenry communities.

The \$7.5 million project was completed in 2011. The system is designed to serve future development along U.S. Highway 49 with additional water supply provided to rural water systems upon request, the system will also improve fire flow in South Stone County.

Water And Wastewater Infrastructure Design & Construction

For the Jackson County Utility Authority

After Hurricane Katrina, the Mississippi Legislature authorized the formation of county utility authorities and tasked them with the development of infrastructure to ensure the orderly growth and sharing of infrastructure resources within their county. Through funding from Community Development Block Grant (CDBG) programs administered by the Mississippi Department of Environmental Quality (MDEQ), Neel-Schaffer is assisting the Jackson County Utility Authority with three of these projects: S26, W20, and W23. These projects will provide new water and sewer infrastructure to areas of north, west, and east Jackson County.



To expedite the design and construction, these projects were bid as term bid projects and assigned to multiple design teams to finish design as surveys and data acquisition is received. The construction schedule will be accelerated by issuing work orders for partial work as permits are received and property is acquired. Construction time is estimated to be less than two years and construction costs are estimated to exceed \$30 million.

Services provided by Neel-Schaffer include design, term bidding, and construction phase services.

Estimated quantities include:

- 255,000 L.F. of Water Mains
- 5 Water Supply Wells
- 7 Elevated Storage Tanks
- 134,000 L.F. of Sewer Force Mains
- 1 Sewer Pump Station
- 2 Decentralized Wastewater Treatment Plants

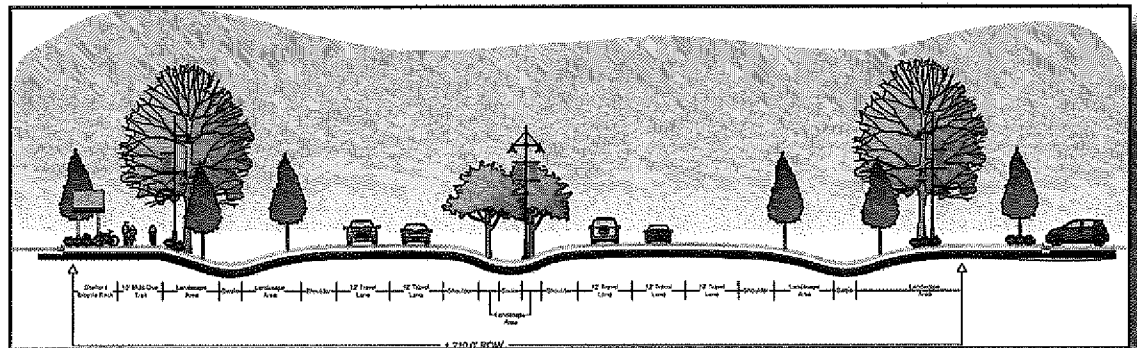
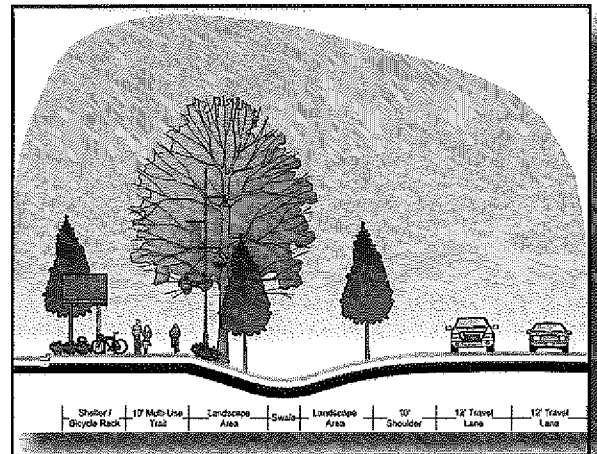
**For the City
of Gautier,
Mississippi**

Scheduled

Neel-Schaffer was selected by the City of Gautier in 2008 to design and provide construction oversight for the creation of downtown between Beasley Road and Johnston Road. Initially the City of Gautier was awarded a sidewalk installation project; however the design team at Neel-Schaffer guided the city to pursue a much broader community enhancement project involving a scenic streetscape design.

The pedestrian/bicycle pathway will benefit local residents and the population of the Mississippi Gulf Coast Community College (Jackson County campus) by creating an aesthetically pleasing streetscape design. Along with these important quality of life components, city leaders hope that the innovative project design will also enhance business development in Gautier and surrounding areas.

Construction of the project began in 2009 and is scheduled for completion in 2012.



Howard Avenue Reconstruction, Phase I in Biloxi, MS

**For the
City of Biloxi,
Mississippi**

**Cost:
\$4 Million**

**Completion Date:
2009**

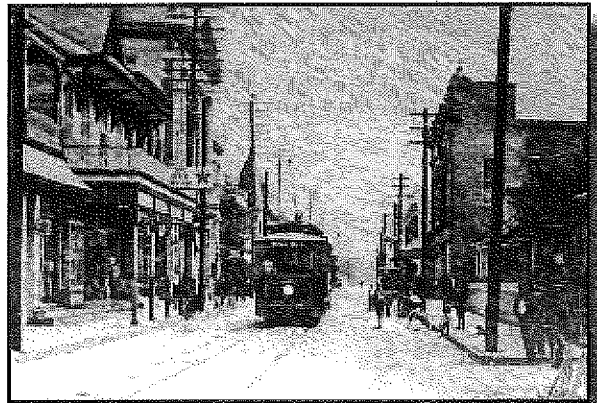
In April 2007, Neel-Schaffer was selected to design the reconstruction of Howard Avenue between Martin Luther King Drive and Holley Street in the city of Biloxi. Howard Avenue is one of the oldest streets in Biloxi, dating back to a time when horse and buggies and street cars traveled its route between downtown Biloxi and Point Cadet.

The roadway had been rebuilt in the past, but after Hurricane Katrina, the city of Biloxi launched the comprehensive reconstruction of Howard Avenue. Neel-Schaffer's team of professionals created a "Streetscape" design that enhanced the appeal of roadway and brought the prominent street up to current standards.

Neel-Schaffer was contracted to design and provide construction administration for the \$4 million project, which includes decorative sidewalks, tree wells with street trees, lighting, and decorative pedestrian crosswalks. The project included two travel lanes, new curbs and gutters, new drainage and water and sewer lines. Sidewalks were installed, along with attractive landscaping, and decorative lighting.

The beauty of the streetscape was enhanced by limiting the use of utility poles and overhead utility lines. Overall design of the project was coordinated with the new Biloxi Community Center, Library, and Multi-use Facility Reconstruction Project, at 590 Howard Avenue.

Funding for the project was made possible through the Community Development Block Grant (CDBG) program. To assist the city of Biloxi with completing the project to meet critical CDBG deadlines, Neel-Schaffer helped with expediting the entire construction process. Roadway construction and utility relocation was conducted concurrently, and Neel-Schaffer coordinated each phase of construction with the city to close the road at critical junctures. The result was the completion of the project in less than 17 months rather than the average time of construction, estimated at more than two years for a project of this magnitude.



HISTORIC



AFTER

Jeff Davis Avenue Renovation

**For the City
of
Long Beach,
Mississippi**

**Cost:
\$5.5 Million**

**Completion Date:
2009**

Neel-Schaffer was selected to provide professional design services for the renovation of Jeff Davis Avenue for the City of Long Beach, Mississippi. Long Beach was one of the cities hardest hit by Hurricane Katrina. All structures within several blocks of the beach were severely damaged or destroyed, which halted business for the city's downtown area. This "Streetscape" project served as a starting point for the rebuilding of what was once the shopping and dining hub of Long Beach.

Neel-Schaffer's team of professionals created a renovation design of Jeff Davis Avenue that included new asphalt paving and the installation of curb and gutters, as well as new sidewalks, on-street parking, decorative street lighting, street trees and landscape plantings.

Along with large-scaled infrastructure improvements, a number of smaller details were included into the design of the project, giving the project the unique appeal of the City of Long Beach. Iron medallions featuring the City of Long Beach's logo were also incorporated into the final project design. Sidewalk materials consisted of scored concrete and attractive brick pavers.

Neel-Schaffer coordinated with leaders of City of Long Beach to make the project successful. Funding for the project was made possible through the Community Development Block Grant (CDBG) program of the Mississippi Development Authority (MDA).



Pine Avenue Renovation

**For the City
of Wiggins,
Mississippi**

**Cost:
\$900,000**

**Completion Date:
2009**

Neel-Schaffer was selected by the City of Wiggins, Mississippi to provide professional design services for the renovation of historic Pine Avenue. Also known as Pine Hill, Pine Avenue has long been the nucleus of downtown Wiggins, offering retail, office and residential space.

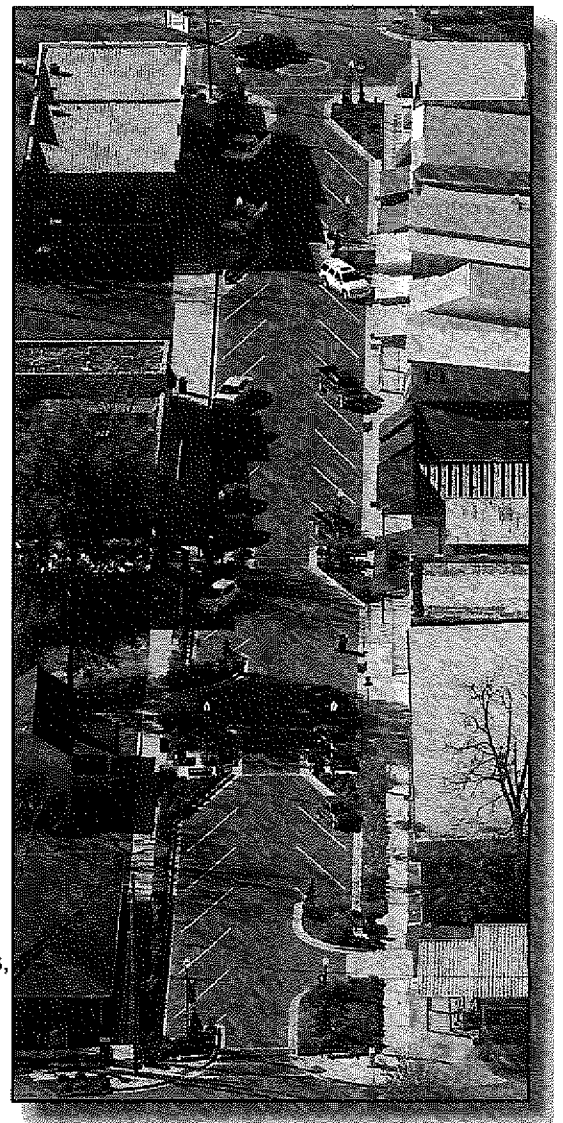
In order to make the project successful, Neel-Schaffer coordinated meetings between Wiggins city leaders and concerned citizens, resulting in the formation of a citizen's group to assist with design decisions, such as the selection of brick paver colors, paint colors, and a graphic logo.

Neel-Schaffer's team of professionals created a renovation design that enhanced the appeal of Pine Avenue and brought the prominent streetscape up to current standards. New brick pavers, street trees, benches, trash receptacles, landscape areas and outdoor speakers were installed as part of the project. A concrete paver medallion was installed at the top of the hill, signifying the entrance to the heart of downtown.

Local officials and concerned citizens voiced the need for power receptacles, which were incorporated into the electrical design and placed at the base of the power poles. All of the overhead utilities, including power, telephone and cable, were removed and relocated to side streets or alleys. Other infrastructure improvements included the replacement of a water main line, replacement of a large concrete drain pipe and various storm sewer improvements.

Local officials and concerned citizens asked that existing brick paving be used as part of the project. Neel-Schaffer was able to incorporate the old brick pavers into uses such as driveway aprons, crosswalks, and intersection paving. The project also included the installation of new street lights with banners.

Funding for the project was made possible through the Community Development Block Grant (CDBG) program of the Mississippi Development Authority (MDA). Neel-Schaffer assisted the City of Wiggins with the grant application process.



Section 4

Client References

Client References

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